# CITY COUNCIL
# AGENDA

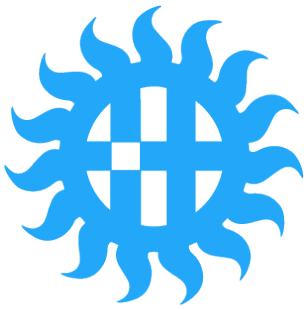
**Monday, August 19, 2024 at 1:00 PM**

**Council Chambers**

Mayor
Eric Enriquez

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
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

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

**CONSENT AGENDA**

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

Page

**1. OPENING CEREMONIES**

1.1. Pledge of Allegiance - Councilor Graham.

1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Graham.

1.3. Jobs of the Week.

1.4. Pets of the Week.

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

**3. PUBLIC PARTICIPATION**

**4. READ CLOSED MEETING STATEMENT**

4.1. Read August 5, 2024 Closed Meeting Statement into the record.

4.2. Read August 12, 2024 Closed Meeting Statement into the record.

**5. ACCEPTANCE OF AGENDA**

**6. CITY COUNCIL MINUTES**

6.1. Regular City Council Meeting of July 15, 2024. 5 - 45

City Council - Jul 15 2024 - Minutes - Pdf

6.2. Work Session of July 22, 2024. 46 - 50

Work Session - Jul 22 2024 - Minutes - Pdf

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

7.1. RESOLUTION NO. 25-017: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES FIRE DEPARTMENT TO PURCHASE EMERGENCY MEDICAL SERVICE EDUCATION COURSES THROUGH AIR METHODS OF ENGLEWOOD, COLORADO, IN AN AMOUNT NOT TO EXCEED $199,407. 51 - 83

Resolution No. 25-017 - Pdf

7.2. RESOLUTION NO. 25-018: A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT FOR MEDICAID AMBULANCE REPORTING WITH PUBLIC CONSULTING GROUP, LLC OF BOSTON, MASSACHUSETTS IN AN ANNUAL AMOUNT NOT TO EXCEED $300,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. 84 - 121

Resolution No. 25-018 - Pdf

7.3. RESOLUTION NO. 25-019: A RESOLUTION AUTHORIZING A CONTRACT FOR AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY ASSESSMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., OF FORT WORTH, TEXAS, IN AN AMOUNT NOT TO EXCEED $105,003, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-046). 122 - 154

Resolution No. 25-019 - Pdf

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

8.1. RESOLUTION NO. 25-020: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET. 155 - 199

Resolution No. 25-020 - Pdf

8.2. RESOLUTION NO. 25-021: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2024-25 BUDGET, THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP), AND THE FY2025 VEHICLE ACQUISITION FUND (VAF). 200 - 269

Resolution No. 25-021 - Pdf

8.3. RESOLUTION NO. 25-022: A RESOLUTION TO AWARD CONTRACTS FOR TEMPORARY EMPLOYMENT SERVICES ON AN AS-NEEDED BASIS TO 22ND CENTURY TECHNOLOGIES, INC.; ATHENA CONSULTING, LLC; COGENT INFOTECH CORPORATION; COMPUNNEL SOFTWARE GROUP, INC.; CATHYJON ENTERPRISES, INC. D/B/A HB STAFFING; ITSQUEST, INC.; MANPOWERGROUP US, INC.; RS EMPLOYMENT SERVICES, LLC 270 - 605

D/B/A REDCAP STAFFING; SPARROW COMPANY, LLC; AND THINK BEYOND, INC. IN AN AMOUNT NOT TO EXCEED $2,000,000 PER VENDOR ANNUALLY, FOR A TERM OF FOUR (4) YEARS THROUGH JUNE 30, 2028, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-047).

Resolution No. 25-022 - Pdf

8.4. RESOLUTION NO. 25-023: A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT FOR AN ENTERPRISE ASSET MANAGEMENT SOFTWARE WITH SHI INTERNATIONAL CORP OF SOMERSET, NEW JERSEY, IN AN AMOUNT NOT TO EXCEED $187,595.49, PLUS GROSS RECEIPTS TAX, FOR THE FIRST SUBSCRIPTION YEAR AND IMPLEMENTATION COSTS, AND AN AMOUNT NOT TO EXCEED $107,846.73, PLUS GROSS RECEIPTS TAX, FOR FUTURE ANNUAL SOFTWARE RENEWALS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO 24-25-011). 606 - 659

Resolution No. 25-023 - Pdf

8.5. RESOLUTION NO. 25-024: A RESOLUTION AUTHORIZING A CONTRACT FOR AIRPORT CONSULTANT - PLANNING, ADMINISTRATIVE, AND PROFESSIONAL SERVICES WITH DUBOIS & KING, INC. OF RANDOLPH, VERMONT FOR A TERM OF FIVE (5) YEARS, IN AN AMOUNT NOT TO EXCEED $500,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-055). 660 - 733

Resolution No. 25-024 - Pdf

8.6. COUNCIL BILL NO. 25-010; ORDINANCE NO. 3081: AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (RURAL AGRICULTURAL, 1981 ZONING CODE) TO C-3 (COMMERCIAL HIGH INTENSITY). THE SUBJECT PROPERTIES ENCOMPASSING 1.89 ± ACRES IS LOCATED AT 3098 E UNIVERSITY AVENUE. THE ZONE CHANGE REQUEST SEEKS TO BRING A PORTION OF THE PROPOSED TRACT OF LAND INTO COMPLIANCE WITH THE 2001 ZONING CODE, AS AMENDED. 734 - 831

Ordinance No. 3081 - Pdf

## 9. BOARD APPOINTMENTS

## 10. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.

2) A Councilor may ask staff for clarification on the proposed ordinance(s).

10.1. COUNCIL BILL NO. 25-011; ORDINANCE NO. 3082: AN ORDINANCE AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT (NMEDD) FOR THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT TO ARTICO COLD STORAGE NEW MEXICO LLC, IN THE AMOUNT OF $600,000.00 FOR THE TERMINATION OF THE PROJECT PARTICIPATION AGREEMENT AND MATCH REQUIREMENT OF $281,400.00 IN THE FORM OF A LEDA FORGIVABLE LIEN. 832 - 847

Ordinance No. 3082 - Pdf

10.2. COUNCIL BILL NO. 25-012; ORDINANCE NO. 3083: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO R-1AM (SINGLE-FAMILY MEDIUM DENSITY MOBILE) FOR A PROPERTY ENCOMPASSING APPROXIMATELY 0.99 ACRES AND LOCATED AT 6175 LEMO ROAD. SUBMITTED BY SUPREME INVESTMENTS, LLC., REPRESENTATIVE. (24ZO0500053). 848 - 869

Ordinance No. 3083 - Pdf

10.3. COUNCIL BILL NO. 25-013; ORDINANCE NO. 3084: AN ORDINANCE REPEALING AND REPLACING CHAPTER 2, ARTICLE III., DIVISION 6. ACCOUNTABILITY I-N GOVERNMENT OF THE LAS CRUCES MUNICIPAL CODE (LCMC), 1997 AS AMENDED. 870 - 891

Ordinance No. 3084 - Pdf

**11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT**

**12. CITY MANAGER REPORT**

**13. ADJOURNMENT**

# MINUTES
## City Council
**Monday, July 15, 2024 @ 1:00 PM**
City Council Chambers, City Hall

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

**ABSENT:**

**1. OPENING CEREMONIES**

**1.1 PLEDGE OF ALLEGIANCE - MAYOR ENRIQUEZ.**

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

None.

**1.3 JOBS OF THE WEEK.**

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

**1.4 PETS OF THE WEEK.**

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

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

**2.1**

None.

**3. PUBLIC PARTICIPATION**

**3.1**

Dr. Michael Law, Member of the Public said I am the Chair of the Greater Las Cruces Chamber of Commerce Board of Directors. I am not going to be able to stay around for the discussion when it comes to gross receipts, I unfortunately have patients that I have to attend to as soon as I leave here. Our fear from the chamber with this whole gross receipts increase is the fact of why are we doing it right now, why the rush? I do understand the timing for putting it on the ballot measure, but it feels like it is being too expedited. I think and the chamber board also agrees with me that we should do more internal analysis within the city to see if there is other means of paying for it. All of us are in favor of increasing public safety, of getting Chief Story some more places to be able to train his officers and also increase infrastructure. We just don't feel increasing gross receipts at this time is the way to go about it. We did conduct an internal survey if you would like I would like to go through a couple of those responses for you. This survey was sent to all of our members and after taking out the duplicates that were sent, there were four simple questions and when I say duplicates I mean people that submitted the survey multiple times. It was found that 87.5% of our members did agree that public safety and infrastructure is a top critical issue in our city and needs to be addressed. However, when it came to putting the gross receipts tax on the ballot in favor of the 3.25% only 2% were in favor of that, 2.08 to be exact. For the additional 2.75% increase, only 1.88% of our members were in favor of that and that is pretty substantial. Some of the comments that were left for possible recommendations are just like I mentioned possibly doing internal evaluations to see if there is other means in which we can raise these whether it be bonds or restructuring certain places within the city budgeting. A couple of people did mention that if you were to push it forward to the ballot if we could actually have in writing specifics on within public safety on where that would go specifically towards the training facility, etcetera as well as putting some type of a Sunset date on that. We will be sending these comments and suggestions to all of you all. Debbie Moore will be around for when you do start discussing gross receipts if you have any further questions as well as our chair elect, Rico Gonzales from El Paso Electric is behind me. Again, we are against raising the gross receipts at this time. We don't think it is in the best benefit of our citizens.

Donna Stryker, Member of the Public said I want to speak to you today about the things that make us more alike than different. Every month for the last six months I have heard about race, color, class, white privilege, generational wealth, and other discriminatory remarks. Issues that can divide us, the issues we do not agree upon are real to each and every one of us. However, the humans in this room of which I understand everyone one of us is. I am a human being, you judge me because of the color of my skin every single time that you refer to my generational wealth which by the way I don't have or my white privilege which I have never had. You do not know my story. You make judgements and assumptions that are incorrect. I have been called names sent ugly emails, not by you guys by the way, accused of things I have not done, things I have not said or thought, have been accused of being many things. Again, judged without anyone knowing my story or who I am or what I believe. Why? Because I am cancelled if I do not agree with you or with what you want because if it does not agree with your agenda, your wants, your desires, plans, I must therefore be wrong but not necessarily. What happened to being able to work towards something. Disagree on some of the details because we can compromise. I know that doesn't happen much anymore, but we could compromise and perhaps not everybody would

get everything that they wanted but perhaps we could come to a goal where we each achieve some of what we want but not all. No, it is not all or nothing. Every time I watch the comments at the close of scheduled council meetings there is some reference to color, race, brown skin, generational wealth again, white privilege again, repetitively. We the people of this city, this community, this county, I, can't speak for them, need you to listen with a bit more open mindedness. I have been coming to the council meetings and I have not said anything derogatory, I have done nothing but compliment in the most recent weeks or I have just kept my mouth shut because if I can't say anything nice, I am not going to say anything nice at all. I think we need more thoughtful analysis. I do not support the attacks or the ugliness or the threats upon you as council. My first meeting there was anger there was fear, other overwriting emotions because of what had happened to Officer Hernandez. I believe there is passion in everyone who speaks. I do not agree with everything that is said and I do not agree with everyone, but I don't heckle them, and I don't dismiss them because they are not on the same page as me. Consider the time and effort that some of us take to be here to make our wishes known to you. You work for the citizens of Las Cruces, and I understand because I live in the county you might think I have no business here but I own property here and I spend all of my money here. I can't buy anything except online at my home which I choose not to do. I choose to support local businesses, big business sometimes because I can afford it better. I spend my money in the place that I call home. The business workers are working hard to run their businesses listen to them, their families, their children. We want them to be safe, listen to them. Consider our similarities please not our differences. Call me, ask me for a conversation. I'll tell you, my story. Consider me a human and not a white lady that stands before you.

Timothy Jenkins, Member of the Public said I would like to paint a picture before you guys today. I was raised in east Texas on a farm, and I have been working a full-time job since I was 7 years old. When my grandpa passed away in 1994, we had relatives in Anthony, Texas and my family moved to El Paso, Texas. After being raised on a farm in Texas with 2,500 acres, our closest neighbor being five miles away and being dropped into the middle of a huge city, it about drove me crazy. I left El Paso, and I walked from El Paso, Texas to Las Cruces, New Mexico with the clothes on my back and $9 to my name. I came off of the University exit and by the grace of God the first building that I walked into which was the Plaza Suites Hotel, I got room and board, and a full-time job within 45 minutes. I ate beans and rice for 6 to 8 months and saved every single penny, enough to buy me a bicycle that I could drive to Walmart and get groceries when I got off at 1:30 in the morning. I worked very hard and now I am a small business owner and I believe in my heart that every single unhoused and homeless person in this city can do just as I have done if it weren't for drugs and mental health. So why is it that certain city council members are saying that I am racist and bigoted with generational wealth because I run a successful business and I have a single-family home. Please consider what we are doing here for the best of the Chief of Police and our city.

Susan Cabello, Member of the Public said Executive Director of Downtown Las Cruces Partnership. My interns are going to speak after me, and I modeled good public speaking by typing my comments. Thank you, city council, Chris Faivre, and Mandy Guss, for promoting our survey. As of today, we have received 193

demographically diverse responses. Your promotion had a big impact on the response rate from across the city. Over the last few weeks, you have seen me here at council with DLCP's High School interns. Kylie and Cecilia have proven to be capable young woman assisting with various tasks including the business fair, writing blogs, developing a downtown survey addressed at high schoolers, conducting business outreach, creating seasonal social media activities, observing a political rally on the Plaza, updating our business directory, collecting business logos, and assisting with our media team of filming business spotlight videos. Over the last few weeks Kylie and Cecilia have shown a growing interest in city council meetings and processes. They have expressed to me their real interest in municipal government and fascination with zoning issues. In light of this I would like to ask city council and staff to work together to find more ways to engage students in Las Cruces. I was shocked to learn how little these high school students knew about the city council as a body and city council meetings. I know you all take time to visit schools and hold community meetings in your district and I know you are already over worked and overloaded. Still from my very, very small sample size I can see that engaging with local government is exciting and rewarding especially for young people because this engagement can directly lead to positive change in their community. We often talk about the New Mexico Brain Drain and if we help students build the communities, they deserve they will be much more invested in their future as part of their community's future. Our internship ends on Wednesday as our interns prepare to return to school. Last week Kylie and Cecilia asked if they could address you today about issues in the city that concern them. I am proud that they are taking the opportunity today to address this body for the first time, but I am sure it will not be the last.

Kylie Jenkins, Member of the Public said I am 17 years old, and I live in District 5. I have lived here my entire life and my friends, and I are starting to drive. One of the biggest difficulties I faced while driving in the city is the road lines. On many streets you can barely see them if they are visible at all. Especially when it is dark or it's very sunny which happens a lot. The faded lines feel impossible to see and it makes a lot harder to drive on the roads. I feel this is very dangerous and it needs more maintenance than it is currently receiving. Not only it makes it more difficult for new drivers to stay in the right lane because you can't really see it, but it also makes it more dangerous for everyone else driving on the road. I live on Del Rey and after all the construction the road was completely unpainted for over a week, and it didn't have all of its lines for over a month and this had a massive impact because it is an undivided road with four lanes and this doesn't just impact new drivers. What about people unfamiliar with the city? How do they know where to drive or where the road leads if they can't even see it. If you can't see where you are going easily and quickly you are not as safe as when you can. Being unable to tell where you're supposed to drive or how the road works impacts everyone daily. What about the elderly? Or people with uncorrected vision problems. Anyone, myself included that doesn't like to drive at night because it is difficult to see the line. I am not the only one that thinks this. Safe Roads USA lists faded or missing painted lines is a cause of unsafe conditions leading to more accidents. Even the US Department of Transportation found that pavement markings reduce crashes by 21%. Pavement markings is one of the best ways to convey information to those driving on roads and it deserves more attention. The faded or missing lines makes it more difficult for new drivers who are unfamiliar with the area and those who have difficultly seeing. This makes roadways

far more dangerous for everyone involved especially since lines are proven to decrease these collisions and make us safer which is worth additional attention. I am asking you to fix a major problem that we see and deal with every day.

Cecilia Bueno, Member of the Public said I am from District 6 here to address a pressing issue in our community. Stray animals every day, many dogs and cats roam our streets facing hunger, illness, and danger after losing their homes. We can make a difference. Together we can support local animal shelters, promote spay and neutering and educate others on responsible pet ownership. These actions reduce the number of stray animals and provide crucial support to shelters relying on donations, volunteers, and community awareness. City council your role is pivotal. Organize adoption events to find loving homes for pets and introduce pet care education in schools. These efforts not only help animals but also foster the compassionate community. It is essential for you to collaborate closely with animal welfare groups ensuring affordable veterinary care and pet care education for everyone. Every action counts, adopting a stray, supporting shelters, and advocating for animal welfare. Together let’s make sure no animal suffers on the streets. Let’s demonstrate our community’s kindness, care and responsibilities.

Jim Hurst, Member of the Public said there have been many remarks about racism this morning. No one of us created the world we were born into. No one of us assigned ourselves our race. We must accept the world as we came into it. That means we were born with obligations. We have obligations to obey the laws of our state. We have obligations to be kind to our neighbors. We create the world as we live in it today, the attitudes, the actions that we have towards each other is how we create the world. We have an obligation to address the wrongs of the past especially if we happened to have benefitted from them. I would like to believe that there was no racism in Las Cruces ever. That is not the case. The case is, there was lots of racism in Las Cruces forever. Against Native Americans, against Hispanics, against White people at some point, against almost any group you can name there was some incidents of racism and oppression. Those things just don’t go away because they passed. The go away because we reversed them. Injuries have to be healed. They often do not heal themselves. Governments are instruments of healing.

Juan Garcia, Member of the Pubic said I am deeply concerned about the increasingly divisive rhetoric from one of our councilors. Following the Supreme Court’s Grant Pass decision which provides municipalities the option, the option of legal action against homeless individuals for sleeping in public. This councilor who labeled the ruling as cruel and inhumane. Inhumane and attacked the court as ultra-right winged extremist. Yet this same official has complained about polarization and criticized others for allegedly acting in bad faith with a large amount of individuals suffering mental illness in the community irresponsible comments like this could trigger violence. It is a matter of time. This councilor has publicly advocated for a thriving abortion clinic in Las Cruces. I believe it’s misguided to celebrate abortion as a positive right while condemning attempts to address homelessness as inhumane. This seems contradictory and out of step with our community’s values of respect, empathy, and a commitment to the inherent safety of every citizen. In light of the recent attack on former President Trump, we have seen the dangers of escalated political rhetoric. How much longer can we allow the temperature to rise in our nation, state, and city? I

too have been the subject of hateful comments, been called Nazi, a fascist, and the latest favorite from our progressive friends is being called a Christian Nationalist. What is a Christian Nationalist? If I am going to be verbally attacked because I believe in Christ, and I proudly do, and I proudly served my nation for 25 years in the United States Marine Corp. The same councilor has reacted to the Supreme Court's decision in public camping by saying, "I really hope with all my being that no one on this dais is hoping to follow suit as that would not be reflective of the values of this community". This in my opinion sounds like a threat warning the Mayor and council not to cross her. To the Mayor and Council, will you let one member define our community's values? Will you find occurrence and political will or will you back down? The Supreme Court is giving you options to protect our citizens. Will you explore these, or will you stay behind the redline that this councilor has drawn? We will be watching. Our community deserves better than divisive rhetoric. Look at the options, stand up for what is right, or admit you cannot represent us.

Eddie Thomas, Member of the Public said we have to keep our collective eye on you. I am referring to the council to see what progressive plot you come up with next. We have to come and speak out at these meetings in an attempt to keep you guys in check and speak out every time you guys come up with some new repressive ordinance that inflicts harm to the citizens of Las Cruces. Whether it is a totally unnecessary rezoning ordinance or an ordinance to release repeat offending mentally ill, knife wielding, career criminals that murder our Police officers who should be kept from society. As an elected body of government, you encourage and facilitate that which you should be discouraging, i.e. crime and you discourage small business that you should be supporting. One has to wonder whose side are you on? Please get your collective heads out of the clouds. Stop subscribing to this progressive utopia of concentrated stacked box living, bike riding, Birkenstock sandal wearing, motorless society, not everybody wants that. As a matter of fact, I venture to say the overwhelming majority of the Las Cruces citizens don't want to live that way. I like driving my truck. I need it to buy and haul building materials and groceries from Walmart for which you Ms. Bencomo have voiced that you have no sympathy for. I support the local economy like Lowes, Home Depot, Sutherlands, to name a few. So, my single-family living style supports jobs at these businesses that employ local people. So don't villainize me as some kind of selfish upper-class racist for wanting to live the American dream of owning a nice home in single family suburban Las Cruces. I will ride my bike at my leisure. It is kind of hard to carry bags of groceries or large building materials like wood or tools on my bike. My small 6-cylinder truck comes in real handy for that. Last but not least I want to list some of the things that you all have come up with that I think I can hold against you, starting with your lack of results on violence. That is the main one.

Steve Coletti, Member of the Public said those of us on the right have been accused of being mean and disrespectful in our presentations here but when reducing what starts out to be a coherent point down to three minutes one must be blunt. Mayor Pro Tem, your statement at the last city council meeting regarding low-income housing and high crime not being related is false. I don't know if you all would call that a misinformation or disinformation, I call it a bold face lie. It doesn't matter how much passion you put behind your plea. It does in how much you want it to be true. It doesn't matter how much it fits your utopia model, it just isn't true. I know it isn't true

because in my time in living all over the country I have lived it and have seen it to be false, but I don't expect you to take my word for it anymore then I take you at your word. It took me all of about 15 seconds with the help of Mr. Google to find credible sources and that was making sure that they were not conservative sources as my algorithm would take me to. This is from Healthy People 2030, a report by the Office of Disease Prevention and Health Promotion, a Division of the Department of Health and Human Services. Certainly not a hot bed of conservatism. "Low-income housing are more likely to be affected by crime and property crimes then higher income neighborhoods". Now why do I bring this up? As we explore Realize Las Cruces, it is important that we approach with intellectual honesty. We are approaching it from two different sides. We conservatives are perhaps overly defensive because we have watched far too many times, perhaps well-meaning albeit misguided liberal destroying communities with ill-conceived housing projects. You on the other side of course are the well-meaning misguided liberals. In my opinion there is a working model somewhere in the middle. Conservatives are often accused of being against low-income housing but that is not true. We realize that it is an important part of our economic ecosystem. Entry level employees need a place to live but it needs to be approached in a responsible manner. We need to do this not only to protect the community at large but also to protect those we are housing. If we are going to provide housing, we owe it to those being housed that it be a safe place. Ninety-nine percent plus of the residents that are going to be there are good people. We owe them a safe place to live. Let's work together to create something we can be proud of. Not another embarrassment like the Desert Hope fiasco.

Debbie Moore, Member of the Public said President and CEO of the Greater Las Cruces Chamber Commerce. Having played in active role in the internship program, I was so proud of the two young ladies that spoke to you. That is why it makes a difference. I am so proud that the chamber had the opportunity to work with the businesses. Thanks, and a big shout out to the city. Barbara, you guys did a wonderful job placing them. This makes a difference in the students' lives, it makes a difference in their home life, and it is so exciting to watch. To comments said the chamber sponsors Jr. Leadership which is a place they can learn about city government, and we will be taking applications in July. It is for Juniors in any school within Dona Ana County. Senator Hamblen is in the audience, she and I have been talking to the County. We are going to be going after more money so that the summer internship can be supported and get it and guarantee so Mr. Mayor, we may be coming to you for support in that regards because it does make a difference as you heard today.

Robert Williams, Member of the Public said I am here just to address a couple of issues that these two young ladies have brought up. I do teach kids how to drive. As a side hustle I am a self-employed individual in this county and there is a problem with the painted lines, and it is students that I teach bring it up as well. They have a hard time because they are just learning to figure out which lane they are in and everything. Another issue that I noticed is that we have street signs, you know it could be speed limit or whatever, but a lot of the bushes and the trees are covering it. They cannot see and I tell them and a lot of the times you have got to pay attention to the signs as we are driving because it is very important. You do your exam you have to do that as part of your exam to pay attention to what sign that you pass or what's

coming up. So, if there is something we can do. I don't know who to talk to about that but that is lot of overgrown bushes and even on the side on the corners, these are from my students that I ask them about feedback when I teach them how to drive and they say when I pull up to a stop sign there is always a big bush right in the way. I can never see around it, and I wonder if there is like an ordinance on how far you can build out walls to the corner of the building. I am not sure and I don't have any of the data on how many accidents it causes but these students are coming to me and they are asking me you know I can't really see around the corner, how am I supposed to come to a complete stop when there is a big bush perfectly right on the corner where I can't see coming around to the left or to the right. I just wanted to address that to see if we could do something about that, maybe the speed limit signs, any of the notification signs, whatever, a lot of them are covered up and the street lines. Another issue that I have that they brought up earlier about the animals. On North Valley I have a business that I am self-employed in there and there is cats everywhere and all these people they think that they are doing a good thing deed by feeding the cats and in our property the cats are dead. They die because they have disease, and I can't even bring my dog to my shop because the diseased animals are there and I am always throwing away dead cats and I tell people when they are feeding them that the best thing we can do is maybe we can catch them and get them fixed you know. I understand that wild animals are going to be a thing. We are in the desert but most of them are cats, and I don't see so many dogs and I hate to see people wasting money trying to feed them thinking they are doing a good thing and they are not because all of them are ending up dead in my property because of whatever disease they got going on and I don't think it is healthy for our community in the first place. I don't know who I can talk to or come up with some kind of grant or something so we can get these cats and fix them to help fix the problem and then I know Mr. Mayor you were talking about the gross receipts that you were going to discuss that later. Can we add more tax to the guys selling weed? I am just saying, they are making a lot of money.

Carrie Hamblen, Member of the Public said I come before you today with the unique honor of wearing two hats, as the CEO and President of Las Cruces Green Chamber of Commerce and as a New Mexico State Senator and I am speaking today in reference to the proposed increase on gross receipts tax for the city of Las Cruces. I along with many others understand and support the need to improve and increase quality of life opportunities for all of our residents with improvements for public safety, our streets, our parks and our public facilities and in my dual capacity as CEO of the Green Chamber and as a State Senator I do encourage you to hold off on the increase of the GRT and look for and try other options to first increase the revenue and I commit my time as a State Senator to helping with that. We have already done some things with the Metropolitan Redevelopment Act. There are GO Bonds, there are other things and as Vice Chair of the State Senate Tax Business and Transportation Committee we oversee the development of the omnibus tax package and understand the give and take of reducing taxes and increasing taxes to pay for the services that we need in our communities. The money has to come from somewhere, right? But I just don't think the timing is right for a GRT increase for several reasons. Restaurants, coffee shops, and small businesses to include sole proprietors all have to pay more for goods and services because of the price increase as a result of the supply and demand of back log that has been created by the pandemic and although we seem to be on the other side of the issue for the most part

our small businesses are still absorbing those costs to avoid passing the increases to their customers and running the risk of losing business and I know that I am not the only one that notices how much food at the grocery store costs more. Our hard-working families have to watch how they spend their money now more than ever and in many cases forgoing purchases of somethings just to put food on their tables and to keep their homes cooled or heated and although your proposal wouldn't impact groceries or medicine, we are already seeing those higher prices coming from the manufacturers and the food companies. I do want to point out that when you spend $100 at a Walmart or a Target about $14 stays in this community. When you spend $100 at a small business anywhere from $62 to $65 stays in that community. If you want to say you are supporting local jobs you're supporting local business it is not supporting those big box stores and those big box stores can go ahead and be able to respond to the increase in gross receipts tax where our small businesses, don't have those opportunities and as we find ourselves in a very unique situation, we have cross border commerce that people go to El Paso because people don't charge a GRT and we do. As a CEO of the Las Cruces Green Chamber of Commerce I am asking you to hold off on increasing the GRT and look for other ways that will meet these needs but as a State Senator I commit to working with you as I have with many of your departments on trying to address these needs that would serve and come up with long term sustainable and fair methods of generating revenues for our city. I do appreciate your consideration.

Sarah Smith, Member of the Public said I would like to talk to you again about the special session as you know is starting on July 18th. I have come before you before and really hoped that you guys would as a body have submitted a resolution in support of competency legislation for the special session. I know it is too late now and that has not happened, nonetheless this is still something that could happen this week at the special session. Some of the top repeat offenders in Las Cruce who are being released because they are being found incompetent include Eduardo Versailles, over 120 charges. Including aggravated assault, trespassing, battery, property theft, and dealing drugs. Juan Miranda, over 95 charges, including assault, trespassing, property damage, and carrying a deadly weapon. Patrick Torres, over 30 charges including aggravated battery which may cause death or great bodily harm, aggravated assault, trespassing, armed robbery and drugs. All of these individuals are being released back into Las Cruces because they are being found incompetent. The Governor right now is aiming to address competency in the special session. I know this is a heavy lift. Nonetheless, we really need this for our community. The legislation that she is proposing looks pretty good. She has for instance the DA being required to file for involuntary civilian commitment if any of the following are met. If it was a serious violent offense. If it was a felony involving the use of a firearm or if the defendant has been found incompetent two or more times in the previous 12 months. This has the potential to change what is happening here in Las Cruces and we really can't wait. So, this is a way to potentially improve crime here as well as defer these people into treatment that they really need so that they can actually get better and stay off the streets. It is not too late for you who have a much louder voice than me or any of the community members here to call our state reps and our state senators. Email them please and ask them to support and do whatever they can to get these legislation bills passed during the special session. I am calling on you, please do this.

Fred Huff, Member of the Public said I want to talk about something that is going to be coming up for your vote in the near future and that's the grocery cart ordinance. I really hope a lot of you on this dais are considering voting in favor of it. One of the things I was kind of involved with this kind of from the get-go and the abandoned grocery carts out amongst the city to me just represented a lot of litter and a lot of noncaring on the part of the businesses, I am sorry they need to take responsibility for keeping these carts on their property. I really salute Chief Story for the ordinance that he has come up with or proposed that puts some responsibility onto the businesses to try to keep these carts on their property. In the last few weeks, I spotted a vehicle pulling a trailer with a bunch of carts on and I turned around and went and talked to him and they were a company from Albuquerque that had been hired by Walmart to come down here to Las Cruces and start picking up the carts and they said it was because of the proposed ordinance and Walmart was getting ready to engage and follow. Hopefully this ordinance will pass. Walmart it looks like is going to fall in line. I also talked to one of the Loss Prevention Specialist from Walmart the other day and he said the stores are having him go out two to three times a week and by the way for the people in the Businesses for Safer Las Cruces, he monitors that webpage so if you all want to put on the webpage where you see grocery carts he will see it and go find them but these businesses are going to comply if they are encouraged to do so and I encourage you all to vote for this ordinance to help get this litter off the street. Just driving down here today I saw a couple of grocery carts where just a good wind is going to blow them out in the street and potentially cause an accident. That is not what we want. I thank Chief Story for coming up with this ordinance and I encourage you to vote for it when it comes up for voting.

## 4. ACCEPTANCE OF AGENDA

**Councilor Becki Graham moved, seconded by Councilor Becky Corran, to accept the agenda as presented.**

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

## 5. CITY COUNCIL MINUTES

### 5.1 REGULAR CITY COUNCIL MEETING OF JUNE 17, 2024.

### 5.2 WORK SESSION OF JUNE 24, 2024.

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

### 6.1 RESOLUTION NO. 25-004: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO AMEND THE NEW MEXICO DEPARMENT OF FINANCE AND ADMINISTRATION (DFA) REPORTING SOFTWARE, LOCAL GOVERNMENT BUDGET MANAGEMENT SYSTEM (LGBMS), IN COMPLIANCE WITH NEW MEXICO DFA REQUIREMENTS FOR FISCAL YEAR 2024.

**6.2 RESOLUTION NO. 25-005: A RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF LAS CRUCES (CITY) TO ACCEPT FOURTH QUARTER BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2023-2024 BUDGET, AND THE FY2024 CAPITAL IMPROVEMENTS PROGRAM (CIP).**

**6.3 RESOLUTION NO. 25-006: A RESOLUTION AMENDING THE FY2025-2030 CAPITAL IMPROVEMENTS PROGRAM**

**6.4 RESOLUTION NO. 25-007: A RESOLUTION APPROVING THE JUNE 30, 2024 QUARTERLY FINANCIAL REPORT TO SUBMIT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION.**

**6.5 RESOLUTION NO. 25-008: A RESOLUTION APPROVING A WAIVER FROM 100% OF THE REQUIRED ROAD IMPROVEMENTS TO MELODY LANE AND REXVIEW ROAD ASSOCIATED WITH A PROPOSED SUBDIVISION KNOWN AS JOSE ALONSO LUJAN SUMMARY SUBDIVISION ON A 0.99 ± ACRE PARCEL LOCATED AT 5591 MELODY LANE.**

## 7. OLD BUSINESS

**7.1 RESOLUTION NO. 24-098: A RESOLUTION APPROVING THE REQUEST FOR A VARIANCE TO CHAPTER 26 OF THE LAS CRUCES MUNICIPAL CODE TO ALLOW LOVE'S TRAVEL STOP NOT TO BE REQUIRED TO BUILD SIDEWALKS ALONG TWO ROADWAYS IN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK.**

Tim Pitts, Deputy Director Community Development gave the overhead presentation.

Councilor Flores asked I was wondering of the applicability of this specific resolution to prospective builders and/or businesses, but my question is what is the foreseeability of the development of our land, Las Cruces city land there is so far as development? Is it all going to be like a Loves Truck Stop thing because this resolution here that we would vote on today is specific to that, right?

Tim Pitts said yes that is correct.

Councilor Flores said you threw in a little request in there, so I just want to make that clear.

Tim Pitts said in the Las Cruces Innovation and Industrial Park Overlay District this area outside of the intersection of Crawford and Robert Larson, other than the two properties on the intersection that are zoned the one is not part of the, where Loves is, is not part of the park officially because it predates the park but only that intersection has any type of commercial activity. The rest is all industrial.

Councilor Flores asked the intersection there that you are talking about, I just want clarification as to what intersection you are referring to? The only one that I can picture is the on ramp/off ramp Interstate I-10 and if you are heading west, you turn left and you have this particular track of land that where Loves would put their truck stop or whatever. So, is that the intersection you are talking about, the on ramp/off

ramp area?

Tim Pitts said we are actually talking about the intersection a little bit further away from the interchange itself. You get off east bound and then you come a block here and then there is an intersection here that you can go into the current Loves Truck Stop, and you can either turn right and come in there. It is this intersection that people are saying is dangerous. I don't know if you have been out there when there is a lot of trucks? It can be very confusing as to what you are doing and who is going first and so on.

Councilor Flores asked the fact that it is south of I-10 puts it close to the Industrial Complex there?

Tim Pitts said correct.

Councilor Flores said because of that I think that because I am pro-sidewalks and of course whatever people want to say but part of my concern is that there is Allsups, proposed site, Loves Travel and I am just wondering how that would affect economic development has addressed that or conferred with you or you have conferred with them as to the effect that would have and yes I recognize that having a sidewalk there it would be a sidewalk to nowhere. What is the impact or the ramifications of allowing Loves? You just threw in that prospectively that you would like council to say that sidewalks should be left up to Economic Development Department, correct is that what I understood?

Tim Pitts said no, it doesn't want to be left up to Economic Development Department decision. You want to make it a rule here that says about the south side is no sidewalks and the north side there will be sidewalks on every road.

Councilor Flores said everything north, that is the Industrial Complex, isn't everything north? Like where it says Loves and Allsups, that is north of 10 isn't it?

Tim Pitts said this is all south of 10. It is all industrial out here and the intent is for it all to be industrial. We have goals to bring in value added agriculture type businesses, like Saputo and other types of manufacturing facilities like Alaska Structures, distribution centers, and we have had interest from some of the larger lots out here and they want to be here because they want their trucks to be on and off the interstate very quickly.

Councilor Flores asked are there any advantages to having those sidewalks except liability for the City of Las Cruces if somebody gets hurt on them?

Tim Pitts said I can't speak to liability.

Councilor Flores said I am just wondering the pros and cons of it all and what the benefits are, what the detriments are, and I don't think we have had that.

Mayor Enriquez asked the only thing we can vote on today is the Loves Truck Stop, that is the title in the resolution and the body of the resolution is all about Loves Truck Stop?

Tim Pitts said yes, correct. We can't make the amendment.

Ken Van Dyke, Member of the Public said I have worked for Loves Travel Stops Country Store for 27 years. I live in Huntsville, Utah and I would like to preface that to Mayor, councilor, Honorable Police Chief, I have got a family full of police officers. I would like to say that even though I am in Huntsville, and I work for Loves I also lived 30 years in Las Cruces, New Mexico and raised all my kids here. I also worked for Pilot for 6 years and I worked 8 ½ years running that store so I am very familiar with it, and I would say that not that we kind of got our directions right on this south side, if you want an industrial park that is what you are going to get out there with the comments that they are making. We provide fuel for those guys, and they don't want anything more than to be able to get into safety. So early on someone mentioned the safety of Las Cruces. We see no benefit. It is not about the dollars, we are the largest truck stop company in the nation, we have 650 of them. It is about the safety of having one little piece of sidewalk that goes to nowhere, you are correct, and I just took pictures this morning again, I have been there, I have worked that store. You all have probably been out there. The compromise is that you are getting a brand-new beautiful store that will employ more people, more sales tax revenue for you and it gets more trucks off that street. Just this morning there were 8 trucks, I got pictures, parked all out on that street. You don't people trying to walk. They have nowhere to go. This isn't a public street even though back when Pilot and TA may have been mandated to put in sidewalks, I never saw anyone on that sidewalk going anywhere and I don't think I will ever see and haven't in 8 ½ years I saw one person come from the airport or walking on that street unless it's not safe. It's not safe. Mainly because in a large degree this little guy. I experienced with my grandkids all the time going through airports, I travel all over, no one looks up because they are staring at this guy, and it just takes that one person to step off that small little area of sidewalk that goes right in front of our truck entrance and the trucks are harder to safely stop than a car. So, that is the bigger difference. We are making that site a bunch safer just by having a new safety corridor on that back side for the trucks to get down there to fuel and larger parking and yea we don't have a speed code planned for it. So, there is a lot of reasons we don't want that sidewalk. No one is going to use it. In 8 ½ years that I was out there but if they did then again you get a kid out there, go walk the dog or whatever and they are looking at their phone and they walk off there and there could be an accident. These things aren't safe, and I use one all day, every day. So, I hope with that said the chamber is in favor of public safety and so are we and I mentioned the compromise that I think you are getting a beautiful facility that is going to make everything safer. Everything is pushed back from the roadway. So, I hope that you consider that we are on the side where there are no sidewalks. I don't think there needs to be. It just makes it a waste of money and time and I don't think it is safe. On the north side I think it would be great to get close to the airport where you will have more commercial activity.

Jorge Aguirre, Member of the Public said I am a long-time resident of the city and I have had a very different life experience than the previous gentleman. For one, I

come from a city where people take public transportation to get to and where they are going and to run their regular daily errands. I know that many people that come from my culture and my ethnicity and people who live here who are Mexican-New Mexican also have the culture of getting things done without a car. Obviously when you have enough privilege the only walking experience is at the airport with a phone you may think that everybody who walks walks because they can only because you cannot bring your car all the way to the gate of the airport. When people say that nobody is going to use a sidewalk, maybe nobody that they see as a person because people who have very little income, people who are the most penalized economically in the city they have no choice. They can't afford or they are legally barred or physically barred from driving in a car, so they have to walk. They have to use a stroller. They have to use a wheelchair and these sidewalks provide even minimum a safe pathway. So, this idea that pedestrians are not going to walk through a dangerous area because there is no sidewalk is not true. Pedestrians will continue to walk with or without a sidewalk like they do in the city in the parts of the city has no sidewalk. So, I don't see how not having a sidewalk reduces harm or solves any problems.

**Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to remove Resolution No. 24-098 from the table for discussion.**

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

**Councilor Cassie McClure moved, seconded by Councilor Becky Corran, to Approve Resolution No. 24-098.**

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

### 7.2 COUNCIL BILL NO. 24-029; ORDINANCE NO. 3071: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR A PROPERTY ENCOMPASSING 2.567 + ACRES AND LOCATED AT 2605 BATAAN MEMORIAL WEST. SUBMITTED BY KARY BULSTERBAUM, REPRESENTATIVE. (24ZO0500035).

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Corran asked my understanding is that if we vote yes, it is just C-3 unrestricted, yes?

Adam Ochoa said correct it would be straight C-3. If you do with conditions, you could add the conditions of the restricted uses if you wish or any of the conditions deemed appropriate by council.

Councilor Corran asked the adjacent properties are C-3 unrestricted?

Adam Ochoa said that is correct. A lot of these properties along Bataan Memorial West are zoned commercial but they are also not conforming. A lot of these are still C-2 and over an acre in size. There is a couple of C-3 uses and then you get into industrial uses further east on the road.

Councilor Corran asked if we could hear from the applicant that would be great just to hear what the thinking is but I just wanted to get clarity on where the restriction request is coming form because I have not heard anything from folks about this so that is why I would like to know more.

Kary Bulsterbaum, Applicant said this is over a 15-year period, probably the fourth time easily that we have had coming from council several councils for zone changes for no other reason than the acreage disconnect. So many people back in 2001, as an owner that didn't understand that they had a one-time shot to get their acreage into compliant and they can't sell, develop or anything of that nature. Now I will say that the party that reached out to us for conditional type restrictions also has that land, this wasn't the case when we applied for that zone change but they currently have that land under contract for nothing more than neighborhood control. They have a very substantial financial investment in the apartment and multifamily complex directly behind it. I want to be clear they are not saying this is going to be further multifamily development. They are taking that into consideration, but they definitely wanted to hopefully just put some synergistic uses that don't detract from the financial investment which is extensive that they already have in place there. I am a commercial real estate broker by trade, and I have been a part of several projects over that 21-year period of that area, 99% of the interest that I have had over the years, and this is no different in this section and it kind of follows the line of what the highest producing revenue type companies are in that area. First and foremost, it starts with medical. It kind of started a long time ago with the healthplex being out there and as the town continued to grow the medical continued to expand. I just get so many inquiries about medical uses, financial services play out well. There are so many high-income producing construction companies are in that area and more and more I have had a lot of federal, state and local developers that deal with expansion of Veteran services. Various state and local offices but what I'm trying to say to make a long story short is that even though there is a lot of different things that are itemized in the C-3 zone code or even that are restricted 99% of what I see for the most part are the service related itemization that is within the C-3 zoning code, to be frank. So, if there is a perception that there is a likelihood the retail world has really never drank the Kool-Aid due to that one-way access for this being a high-end density retail type project. I just would bet a lot of money in Vegas that this is going to be some sort of service-related land use as you see itemized under the C-3 zoning code or just a further expansion of the apartments or if those state and local developers have that need to expand those services. I am just trying to give you a flavor for what I typically see if that helps you at all for the mentality of it but at the end of the day it is just a zoning disconnect on the acreage side to keep it simple and I hope that helps.

**Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to remove Ordinance No. 3071 off the table for discussion.**

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

**Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3071.**

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

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

### 8.1 RESOLUTION NO. 25-009: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024-25 BUDGET AND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP).

Charlie Fierro, Budget Analyst gave the overhead presentation.

Cynthia Campo, CIP Analyst continued the presentation.

Councilor Flores asked why is it that there is going to be changes and there is no impact on the money we have? Was a pre-allocated for use taken from that particular line?

Cynthia Campo said they all have different reasons. As I mentioned the carryover projects, some of those were because the grants were accepted after the CIP document was created so we are bringing those in to make sure we have them in the CIP for FY25.

Councilor Flores asked they are going to be used?

Cynthia Campo said yes, the budget is already there. It just wasn't reflecting in the CIP document.

Councilor Flores asked we already voted on the CIP money, right? Allocations? So, you went back to the drawing board and saw that there was too many pluses and minuses, so you are just cleaning up?

Cynthia Campo said yes.

Councilor Flores asked money isn't being taken from any fund except for the fund that it was allocated for and unused? Is that correct?

Cynthia Campo said it does depend. It depends on the project.

**Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-009.**

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

**8.2 RESOLUTION NO. 25-010: A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND SIERRA NORTE DEVELOPMENT, INC., FOR CONSTRUCTION OF A NEIGHBORHOOD PARK LOCATED IN THE METRO CENTRAL PHASE 2 SUBDIVISION, IN AN AMOUNT NOT TO EXCEED $229,320.00.**

Cathy Mathews, Landscape Architect gave the overhead presentation.

Councilor Corran asked this is less than 2 acres which is not really what we want from neighborhood parks in my understanding and Realize would actually require these to be 3 acres or larger from now on, is that correct?

Cathy Mathews said yes. We are looking through Realize to make the minimum parks, neighborhood park size 3 acres. To date we have accepted much smaller parks with the goal absolutely of accepting only 2-acre parks. This one was fairly close to 2 acres, and I felt it was acceptable since it served a need and was located in a good location.

Councilor Corran asked I just think these are things that we are talking about right now and are really important to note and the other part is related to park reimbursements which I know that these come up occasionally but it's complicated right?

Cathy Mathews said it tends to be complicated. It has become relatively common at this point and time. The reasoning is that Park Impact Fees currently can be used to build neighborhood parks. Typically, a developer can mobilize in a way more quickly than I can in my work, so it is a way of getting neighborhood parks constructed on a more timely basis as houses are being developed rather than after the fact. So, this reimbursement agreement notion is a way to try and get those amenities and that increase in our park system faster and hopefully in a more cost-effective way as well. That is how things are currently done. Realize may change that.

Councilor Corran said I am asking this because I think that these are part of the conversations that we are all having on an ongoing basis and when something comes up that is related to Realize I like to have a conversation about it. I also just want to sort of elevate the idea of what types of parks we have. I know folks might or might

not be tracking on that but neighborhood parks versus regional parks and how we use Park Impact Fees in reimbursing the planning or redevelopment or not of those. I think that is something that I am just glad is part of the conversation and is part of an ongoing conversation that I hope that we continue to have related to park impact fees. I appreciate you sharing and elaborating on these things. You have taught me a lot about how these park things work and so thank you for helping and sharing that.

Councilor Flores said I want to thank you for this. This is not my district, but it is our city and I think it improves the quality of life consistent with Realize Las Cruces. I also want to thank you for the beautiful, wonderful work you have done along Mission between, it is really showing up now after all these years between Mission, between Roadrunner Parkway and Sonoma Ranch Boulevard. That park is absolutely beautiful and all the planting you did along the side of the park is amazing. The other gift that you have brought to the city as our Landscape Architect is the work on Lohman Boulevard near I-25. That is all your work, and it has grown over the years, and it is a wonderful canopy and beautiful landscape. Thank you for your work.

Cathy Matthews said thank you very much. I have to note, Lohman landscape was the first project when I started with the city, I managed that project, the construction of it. That design is Alyssa McNelis original. She is a landscape architect in town and so she did the design, and it has absolutely come to fruition and through the maintenance of our park staff as well it is a beautiful landscape, thank you.

Councilor Mattiace asked 98 homes contributed to the Impact Fee for the park and then what was the time frame between the conclusion of the subdivision and then building the park?

Cathy Matthews said the subdivision is still under construction. So, there are still lots that are seeking permits and paying the Park Impact Fee. So, the Park Impact Fees from all of those 98 lots have not been paid yet. That said a large number of them have been paid. I don’t have the number of how many have been paid at this point in time. That also however previously collected park impact fees can pay for that and as those come in it will replenish the Park Impact Fee Fund. So, the 98 lots have not yet all paid their Park Impact Fees yet, but the park Impact Fee Fund has sufficient funding to cover this agreement and others.

**Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 25-010.**

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

**8.3 RESOLUTION NO. 25-011: A RESOLUTION CALLING FOR THE SUBMISSION OF THE QUESTION OF IMPOSING 0.3250% MUNICIPAL GROSS RECEIPTS TAX TO ALL QUALIFIED VOTERS AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024; PROVIDING FOR THE FILING OF THE ELECTION RESOLUTION WITH THE DOÑA ANA COUNTY**

**CLERK; AUTHORIZING AND DIRECTING THE OFFICERS AND EMPLOYEES OF THE CITY TO COORDINATE WITH AND ASSIST THE DOÑA ANA COUNTY CLERK WITH RESPECT TO THE ELECTION; PRESCRIBING OTHER DETAILS IN CONNECTION WITH SUCH ELECTION; AND RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH.**

Chris Faivre, Deputy Director Economic Development gave the overhead presentation.

Councilor Graham asked can you jump back to slide 8? So just to be really clear what we are voting on today is to put on the ballot the option for voters to choose .3250% GRT increase? The additional ordinance following the election however is not on the table today? This creates an option in the future. I just want to make it really clear because I think this is confusing. I want to make it really clear that what we are voting on is to send it to the voters and nothing else.

Chris Faivre said that is correct. Yes, today all you are voting is on A, putting the question on the ballot and the mechanism that allows that question if it is funded that allows the state to implement that increase. The second portion .2375, that is not being discussed as an option for today.

Councilor Graham asked how will we communicate that in bullet point number 2, the Voter Education Materials? What goes to the ballot is approximately $11 million a year. What could come eventually is approximately $20 million a year but how are we going to make that clear again should this go to the voters?

Chris Faivre said that is what I have been working on with our Communications team and we are working on a voter education process that explains that it is a two-part process. Part 1 being the ballot measure and Part 2 being the separate ordinance. So that will be a key part of the messaging that we put together to make it very clear that this is a combination of those two different steps. So, you will hear lots of references to the two-step process over the next few months.

Councilor Mattiace said I seem to agree with my fellow councilor about being very clear about the $11 million and not combining it to a $20 million advertising campaign. What might be simpler is to say $11 million unless you have a very good campaign strategy and messaging that doesn't confuse the public because the more complicated it is the more no’s you will have on the actual bond. If it is simplified and it is simple, and I think if you go to page 9. I think another thing is where you say other public facilities, I would like that to say other public safety facilities. I would like it to be very clear and restrictive that the main spending will be for public safety and street improvements and infrastructure and not to be general. If that could be done, I would really like support from the council on that fact that it would be more specific the $11 million. The other thing if possible is when we get all these things done hopefully in two years, three years I would like to see a Sunset Ruling to where this tax goes away for the public in let’s say four years and that is $11 million times 4. We could accomplish I hope everything that we need with $45 million plus other support from grants, other support from the legislature, and I think you just received $28 million

from the Telshor Fund and so there has been quite in injection of money into the city coffer so maybe we want to show the public a very serious consideration on how we are asking for this additional tax and how we are going to spend it. If that could be done with consensus from my council that would be great.

Councilor Flores said I, too have problems with slide 8. It is ambiguous and ballot measure $11 million year/whatever. So, if approved by voters, blah blah will be increased. This will happen in two parts. So, is that language that we are looking at right now going to be on the ballot and is it going to be communicated to the voters that by voting yes to the GRT that you are also voting yes on the other? How is that going to appear on the ballot? It is confusing to me, and I read a lot. I try to understand and when I don't understand I ask questions and you are the experts on this so, but in terms of real notices of what you are voting on this is very ambiguous and I would like to know how you are going to break it up. Is it going to be two votes? Is it going to be one vote then a subsequent vote?

Chris Faivre said this right here is the ballot question and the question is only for the .325% increase. That is what we will be going to voters with. What we are going to be doing voter education around is the need for the full $20 million to realize the vision that the city has for capital improvements moving forward. So that is where we are going to use voter education materials, community outreach to explain to them that the ballot question is the .3250 but we are asking them to support that ballot measure and in addition council will be coming back if this passes with the second half of this proposed two-step process to give the extra $9 million roughly a year for additional funds for capital improvement whether that is for supporting the improvements that the projects that we bring online because there is always maintenance and things of those new facilities. I do understand the concern that it is a little bit tricky in this.

Councilor Flores said it is very tricky and I will tell you why. Because you are basically saying that you vote for this and then there is going to be an ordinance following. I mean we may not want the ordinance but if they vote that is the language on the ballot. That is what it says. That is how I read it. It seems very unfair to me. I think that the education part is wonderful. I don't think we should be mixing. Frankly it is deceptive. There should be more clarity because an ordinance implies that we have already agreed that there will be ordinance that will raise the GRT. Is it possible Madam City Clerk in anyway eliminate the question, we are going to vote this. That is the ballot question and that is all that we are voting on today?

Christine Rivera, City Clerk said you are also voting on the ordinance, but the ordinance is to establish this .325 and it is not for the entire and it is requirement by the state, that is why we have to do an ordinance also.

Councilor Flores asked can we look at page 8 again please? But it is an additional ordinance following the election. That is almost saying that it is going to automatic. Which part do I not understand?

Chris Faivre said ultimately, we are asking for your approval on the ballot measure today. If the ballot measure passes council does have the opportunity to come back in

with that additional ordinance for the .2375 to provide additional funding to make the capital improvement fund even greater. That is up to council's decision. The City Manager's Office is proposing that we move forward with both but ultimately it is council's decision if you want to both approve the ballot measure now and then if it passes come back after the ballot measure and incorporate the second. That is completely up to council, City Manager's Office staff is recommending both of those of those steps and that is why we are proposing a voter education plan that talks about the two-step process but again that is ultimately city council's decision on that second ordinance.

Councilor Flores asked we are not voting on that today as you showed on page 9, we are only voting on the ballot measure, and it is a timely issue based on the Secretary of State's regulations? So maybe we can just make that very clear on a press release. If we could just get that out to the public because it looks like it is going to be a, we are going to have the ballot measure and then right after that the ordinance is going to kick in and make it clear that we still have to vote on that.

Councilor Bencomo said I have been in just conversations with folks out in the community, business leaders, some folks have talked to me about there is this sort of story out there about misuse of funds and that is why this is coming all of a sudden. For years the city has said we have great books, we have audits, that is not what is happening. We take great care of the budget. It is generally very conservative budget. So, what has changed and is there misuse of funds? I want to do two things to that and one is to gently push back because I feel that there is a bit of misinformation and if folks have evidence of that they should report it but otherwise if you don't have evidence to that then I would encourage you not to use those talking points because it is ultimately more harmful to all of us and so I do also hear the concern. We do take that seriously and I want folks that we absolutely take that very seriously and I wanted our auditor to talk a little bit about external audit process a little bit that would flag any sort of misuse of funds and I don't know if our new City Manager wants to talk a little bit about that as well but I think it is an important conversation for us to have especially because folks are like, why now? The reality is that things got expensive for all of us including the city. Things also got expensive for the City of Las Cruces to build and maintain and pay our wages and all of those things. I am not saying that this is what it will be used for I am just saying that everything is expensive for the City of Las Cruces as well. So, Ms. Perea I was wondering if you could talk about the audit process especially external audit process and how that would yield any flags for us.

Viola Perea, City Auditor said the audit process from the external side is going to review our financial statements. There is a predetermined set of criteria that they are going to follow to audit. It is already established by the State Auditor's Office to look at particular activities. They will pull samples in that area for example travel might be one. Contracts could be one and they are going to look at the activities related to those particular areas to identify any type of issues that might occur. Whether it is process issues that we did not comply with, over payments, under payments, etcetera that is kind of in a nutshell what they are going to be looking at. There could be additional issues that they are looking at as part of the external audit process. Internal audit shares all of our reports for the year with them. They look at the work that we have conducted. They can rely on our work. They can do additional testing. If we

found any audit findings within the work, we have done they might do a little bit more testing in that area, to enhance the work that they have already done to identify any kind of discrepancy within that process. If they do find them, they will make recommendations that we get those corrected. In the past exit conferences that we have had they have raised those issues and we have made those corrections. On the internal audit side, we do the same thing. We do look at efficiencies, we look at the use of funds whether it be the fund type, whether the funds are being categorized correctly or whether or not those are allowable expenses for example P-Card purchases. We have a policy, it's very specific that indicates what is an allowable expenditure and what is not. If we find and we can and we have had this, we can identify areas where the language in our policies may not be clear. So it is not an intentional use of funds in any particular way in a deceptive way but it is just interpretation and so we will raise those issues up as well and we will bring that to management's attention and say we have some folks doing X and some doing Y because it is not very clear on what we are truly allowed to do and whether or not we are accomplishing what we accomplish with those funds so we will raise those issues for management's consideration to either change the policy or my rule is always we follow the rules or we change them. We don't ignore them. So, we bring those issues up so that they can be aware, so either clarified or revised to fit the goals and measures are that we are trying to accomplish with our money.

Councilor Bencomo said I love that you just said that. We either follow the rule or we change it and we don't ignore it and I think the four audits that have come to council and approved them I remember one of them having one big finding regarding the P-Card and gas or something right and because that policy is very intentional and it wasn't even a deceptive use of the P-card right it was just like a misreading of it and even then right if it was that kind of misuse it wouldn't even amount to the kind of money that the city needs to pay for any more projects anyway, right? I wanted to bring you up because I think it is important that folks understand that you as our Auditor and our Inspector General are very aware of these kinds of processes happening and we have oversight, not just internal oversight built in, but we have external oversight as well.

Viola Perea said exactly, we do. Between my office, the IG's office and the external auditors we do have three different sets of eyes if you will on looking at the activities of the city to make sure that everything is in line with policy and procedures, that we have appropriate controls in place to ensure the successful accomplishment of those goals and if anything does go off track, we try to identify the best of our ability why it went off track, what we can do to correct that and make sure that there is a clear understanding through training or through revising the policy to make sure that the city's objectives are being met successfully. We do have several avenues to make sure we are on track.

Ikani Taumoepeau, City Manager said I just want to thank Viola, she explained it really well. I believe Mayor Pro Tem Bencomo the reason you are looking into the city audit and looking at the topic that is coming up is a ballot and the city is looking for additional funds. The concern of wasteful spending may come up as a concern and so and that is why we have a City Auditor and that is why we have an Inspector General, additionally that is why we have all this staff. It is not a bad question. It is a very good

question that comes up if not every day of our life to ensure not only that there isn't wasteful spending but that we are looking at the audit and how we can resolve the issue and so one of the things that we are doing moving forward that I want to hit on and I will give the time back to you. In budgeting we have a budget of $150 million to $175 million in the General Fund and some may say well what's happening there that you have enough funds to do what you want to do. Just take it from there, minus $20 million and here you go. It is not a bad thought, the only concern that comes is where do we cut. That means we have to cut from the department. That means there has been spending that we have to look at cutting back so that expectations that has to be realigned, that is services that have to be realigned, that is clean ups that have to be realigned, certain things have to be realigned and I know we all understand that, but I just wanted to share that it is a good question. That is something that is one of my roles and responsibilities to ensure that we are doing .That is why we have the staff but that is on all of us, as 1,700 employees in this city to ensure and lastly just on that comment and to conclude typically we have a traditional budget where we create a base budget and we increment based on whatever inflater or inflater that we need. We have a 3% increase in expenditures and so we increase it by 3%. One of the things that we are looking this year and that we have already challenged departments and challenged finance to help us get on track and we appreciate Leeann and her team looking into this and the budget team is that we are going into a zero based budget. That is a tweak of what we have done in years past. This allows us to really look and zero down into our budgets if there has been in any changes, if there have been any changes in historical trends. If there has been new management that has come into that department or to the city such as myself, we get to look into the eyes and build the budget from zero up and typically different from traditionally budgeting where you are adding on top of what you have been given last year. So, this would allow us to really scrutinize the budget, see what we are spending and if there is anything that we need to save or pivot from and change. I just wanted to share that. It is a great question. It is something that we are all looking into, just some of the things we are looking into tweaking.

Councilor Bencomo said thank you, City Manager I really appreciate you noting that as well. It is really helpful and really looking forward to that. Do you have the graph of the cities, the different GRT for cities across New Mexico? You have had that in previous slides, and I just wondered if you had that today?

Chris Faivre said I did not include that in this one. I just have the graph of the GRT from the city over the last few years.

Councilor Bencomo said that's okay I will just ask you to send it to me if you can. I just have a couple of other things I wanted to go back to and point out. Just explain my vote for today. In taking to Public Works for example, we currently have a 14% backlog of streets which calculates about 72 miles of roadway that need full reconstruction. One mile of roadway is $1 million, yes about. So, 72 miles of roadway need full reconstruction in the city of Las Cruces. Safe streets are a public safety issue for sure. I know there are neighborhoods in my district. Just go drive on Calle del Encanto or Calle del Sol off Avenida de Mesilla and you will know what I am talking about, but these kinds of things impact the wellbeing and health of not only the neighbors that live on that street but everyone in that neighborhood significantly.

Public Works always talks to us about road reconstruction in the metaphor of your car if you plan to prolong the life of your vehicle you go get it maintained, you go get an oil change, you go get your tires rotated. You go do all of these things in order to prolong its life. That is kind of the approach that we take with streets in the city. However sometimes your car is a clunker, and you have to replace it completely right and we just currently don't have that kind of budget to be able to provide safe streets to more people in our community who are having to wait years and years and years. Folks on Amis Road consistently call me, when is our turn, when is it our turn? I consistently have to tell them you are on the CIP for 2026. Right, and they have been like asking me that since 2020. That is a really hard answer to give to people and so when something like this gets brought up to us for potential use while it is hard, I am not even arguing that it is challenging when it was initially brought up a couple of months ago. I don't think I was for it and then when I really think about these kinds of things I wonder when we will ever catch up and the reality is that I am glad the Senator was here, and I will definitely have conversations with the Senator and other Legislators. But the reality is that if we wait for the State to fund our project through Capital Outlay we will be waiting for a long time. That does not negate how grateful I am that they fund some of our projects, but the reality is that they are funding them at levels that honestly aren't even close to getting us to the finish line. This year we were funded about $11 million, $6 million of that was towards one project and a little bit of chunks of the rest for a bunch of other projects. The year before it was about $12 million and like $100,000 for Fire Station 2 improvements, $100,000 for Fire Station 3 improvements. This year I think we got $100,000 that is going towards Fire Station 9 which in 2018 the GO Bond voters approved Fire Station 3 and this last round they approved Fire Station 9 and the cost of those two are incredibly different and I don't believe we have met the goal yet for Fire Station 9, right? We are still short and even though we are still short Legislators didn't give us the full chunk of what we are short this year and again that is not a criticism that is just reality. We are just waiting for the state to fund a bunch of our projects and it is just not quite happening and then of course the GO Bond projects I feel like the last two rounds of GO Bonds the city has proved how responsible we are with voter approved funding, right the projects that you all the voters have approved for the city to build. If they are not nearly done, they are already done, and I just feel like that is such an important piece to talk about when we go to the voters and talk to them about this request and that we have proven to be responsible stewards of our tax dollars. I just wanted to talk to you about a couple of those things. I am personally okay with the way the language is currently. I think for me it is just really important that we talk about public safety as many things. Public safety is Fire. Public safety is Police. Public safety is safe roads. Public safety is people not living with septic tanks. Public safety is good parks. Public safety is kids having recreational centers to go to that aren't busting out at the seams. So, to all of those things are community safety and I think it is important that we continue to talk about them in that way. So that is a couple of the pieces that I wanted to talk about today before our vote.

Councilor McClure asked when did you anticipate the council's ordinance coming to us after the November vote?

Chris Faivre said at this point no date had been determined and that would be up to council to decide if this passes in November anytime December on be an option. I

think ultimately, we would need to coordinate with council and the Clerk's Office because I think that we would want to make sure that if that does happen it does pass on the ballot measure and you do the second ordinance that we coordinated so both of them can take place on July 1st so we would coordinate that date so that council has a deadline for that.

Councilor McClure said I would also agree that the voter education material should be specific to the .3250 and not the council decision because I think that is putting the cart before the horse and I value the fact the voters can give us a chance to tell us what they feel is important to them with their vote.

Mayor Enriquez said my comments are a lot of what Mayor Pro Tem said, especially with my background in the Fire, Fire Station 2 was built in the 1960's, Fire Station 3 built in the 1960's. It has been replaced with a GO Bond. Fire Station 1 built in 1964 and there has never been a plan to replace and this gives us an opportunity to put these funds in public safety and it all comes down to trust, safety, and better and we all want a better Las Cruces. Chris mentioned Meerscheidt, 50 years ago. I know that when the Aquatic Center was first designed it had basketball courts and volleyball courts. Due to cutbacks, due to lack of funds never existed. These things continue to come up. We know the library, we talk about that all the time. That is just to upgrade what we have, $45 million. It is not going to happen, it is not going to happen through the State, it is not going to happen through grants, it is not going to happen any other way. There is no one coming to save Las Cruces except us and that is what I truly believe. So, trust us, that is why I am bringing it out to the voters so that they can decide and that is what we want to do for this ballot to make Las Cruces better, safer and just trust us.

Kevin Cardoza, Member of the Public said I am coming on behalf of the Las Cruces Association of Realtors and also as a constituent. We completely understand the need to improve our infrastructure and provide a better quality of life. The issue that we see is that the way that it has been presented it has not been properly earmarked. The general consensus of the organization that I represent and me as personal individual is that everyone has had to make budget adjustments in these difficult times. Like I can almost guarantee that probably 80% or 70% of the folks here have had to do that. So, we are more than willing to pay our fair share to make some of these improvements. We just want to make sure that the language and the way that it is presented that it is appropriate considering the time, considering the difficulties that many of the citizens of Las Cruces are facing right now. We are not opposed of something that provides better methods for financial accountability like the GO Bonds or do perhaps tax increment development districts. We are all for that and like the options that Councilor Mattiace provided, that sounds fair. You know and please understand that we are not against these efforts to make Las Cruces better. What we want to see is that there are some very well regulated the easily accessible to the public measures for the way in which this dollars are spent and I appreciate the efforts that have been made to try to convey transparency as far as how the City of Las Cruces manages its finances. I totally appreciate that but at the end of the day you know that public perception is slightly different and that is the part that we have to accept and take into consideration as we are looking to make this increases. So once again we are not opposed to the improvements that need to happen. We just want to

make sure that we have the right financial accountability measures in place to do this and like I said approving GO Bonds or doing tax increment development districts, those are things that we are in favor of or even making this increases a little more specific and better earmarked for the public that would also work that would be great so that is our issue. We just want to make sure that this increases are appropriately earmarked and that we can see as a public can access some of that accountability.

Jan Thompson, Member of the Public said I don't live in the city, but I feel very connected to Las Cruces. I am just out in the county a little bit in what used to be called the extraterritorial zone or something like that. What I want to say though is that GRT is regressive tax even though you have made it a little less regressive by removing tax on food and drugs. It is still low-income people who shop at Dollar Stores and at thrift stores They are having to pay taxes there and they pay the same tax rate as people who can afford a whole lot more. I wonder if you are allergic to an income tax, pardon my phrase to conservatives in the room but a progressive income tax that would be people who work in the city would be taxed, if they live in the city they would be taxed at a slightly higher rate than the people who don't live in the city but why are you allergic to an income tax that I think would be much fairer and not regressive. I appreciate the GRT because you are capturing my money when I come in. I am not paying property taxes, certainly not income tax, you don't have it but at least not to the city I pay plenty of property tax and GRT tax out in the county, but I think that the GRT is really not so much the way to go. You are very dependent on a GRT. I think that the projects that you propose to use this for are commendable. They are for the common good. It is what we need to have in the city, but this is not a good time to talk about, let's put in an income tax but I want you to think forward and not get wedded to this GRT. There is a proposal to Sundown it. That may be a good suggestion if they are thinking in terms of replacing it with something else, so that you don't lose the income when it gets sundowned.

Todd Lindbaum, Member of the Public said I am the CEO of 828 Productions. We are the rural film partner here in New Mexico and the southern based studio here in Las Cruces. I am here today to support this ballot measure and the increase in GRT. While I am not a fan of higher taxes, we are feeling the pinch like everyone else is. I do recognize the value add here and I am on board. I live here, my business is here. My people live here, and the revenue generated by this slight increase in GRT is going to the community and an area that needs it and it is an area that residents and businesses will see the upside. I want to acknowledge as a member of the business community that we have asked the city to step up its efforts in safety and in return we need to do our part and help fund those efforts. So, thank you to the city and city council for hearing us and taking action and a safer community is a better community.

Jorge Aguirre, Member of the Public said I am a small business owner, MBA graduate from NMSU and longtime resident and I oppose aggressive taxation like the gross receipts tax for Las Cruces. I support taxation. I think taxes are important and we should be taxed appropriately, and this tax will not affect me personally, but I still am against it because it is aggressive, progressive. Cities are always in need of additional revenue but GRT's are often a form of regressive taxation that produces inflation for the final consumer at a higher rate than the tax rate imposed and thus discourages local consumption in investment. A GRT is more expensive than the income that the

city covers. It is bad policy and should be avoided. A GRT does the opposite of what we are trying to do here. A GRT increased poverty because the people with the smallest incomes who don't make enough money to supply their needs have to spend 100% of their take home pay in the cost of food, housing, transportation, clothing, etcetera and when we tax that consumption it means that their purchasing power is reduced by a GRT tax but not every citizen of the city's income is going to be reduced. Only the people with the smallest incomes, right? In contrast studies have shown that when you tax the people with the most money there are no negative consequences there are no negative consequences to the economy. I heard earlier, tax the people with the cannabis. That is not necessarily true that they have money but there are pockets of the community that have a lot more income and a lot more wealth than the medium citizen, tax them. Gross receipts taxes have been shown to have a forward shifting of cost to the final consumer. Studies have shown that a GRT of 5% can increase consumer prices up towards 15% so if people think that they are getting one tax increase but they actually going to pay three times more they may not be as much for it, and this is caused by something that is called price pyramiding. In fact, creating artificial scarcity more of it with no additional productivity. A small business would increase their cost of their products to the public by much more than the tax rate because the price is based on inputs of the business at a certain price point and when we raise the cost of those inputs with the GRT we compound the cost until we have much higher actual increase to the final consumer. Those same circumstances are the same that forces local small businesses over big national because larger ones can choose to integrate vertically and buy from themselves instead of having to buy final products locally. So please explore more complex tax schemes like land value taxation that taxes land value and not the buildings that existed there. Lastly, there is also opportunities like parking meters. There are no parking meters in the city.

Jonathon Sepp, Member of the Public said I work here with the film industry here in Las Cruces. Part of my job involves overseeing properties of 828 Productions is developing. I have made a number of calls to MVRDA, LCPD, Park & Rec, Mano y Mano, and the Fire Department and dealing with all these organizations and their coordination with the community it is clear they are doing a great job. It is just not enough with the amount of crime and public safety issues we are facing in post pandemic. I understand that cost cutting can be considered an alternative, but I feel the situation that we are in requires both and then some. Yes, this GRT increase will negatively affect me selfishly as a resident and as a business operator, but I think that it is a small sacrifice to make for a healthy and safe community. No matter your social or financial status my hope is that Las Cruces remains a welcoming place for all.

Leticia Sanchez Freeman, Member of the Public said there appear to be some concerns on council members about how this is worded. I have concerns about how it is worded. The ballot question itself doesn't say anything about the additional whatever it was, .2375 or something along those lines that would then happen automatically by ordinance, correct? But yet in the public education you are saying that you would, there is a chart, I don't have the chart number, but it says voter education materials will reference the .5625% increase which would equate to the $20 million a year. So how are you educating the voters but yet on the ballot question itself when they actually go to vote it is not going to say anything about the entire amount. I

just think there are some concerns as to how it is worded and all of that. It needs to be to be really clear. One of the other questions I had was the Telshor Fund was used, I don't have all the details on it but I know some of that was probably used for public safety but it seems like, yes we have a huge public safety problem here in Las Cruces and though I think yes it obviously needs to be fixed, something needs to happen but I like what Councilor Mattiace talked about having a Sunset Clause on this because otherwise we are just going to keep paying on this forever and ever and ever. So, if you don't put a Sunset Clause in the wording that it is now, then does that mean we are stuck with this forever?

Councilor Bencomo asked the .2375, that can be adopted by council at any moment, correct? Council has authority to do that without voter approval?

Chris Faivre said yes, that is correct.

Councilor Bencomo said just by law, council can next week, two weeks from now could decide to adopt that. Now the council can do that. If the voters approved the .32 in November, the second one is not automatic. It still needs to come to council for your approval so this body some of us could say yes and some of us could say no to that additional increase. It is not automatic, but it is in our authority to increase it that much without voter approval.

Leticia Sanchez Freeman said the Sunset Clause that was mentioned by Mattiace, I think that is a great idea and you should consider that before having the official ballot question approved on.

Richard Freeman, Member of the Public said in listening to all the different comments and stuff, I still believe, and I think the residents of Las Cruces are going to think this too, it is kind of like a catch 22. I think it needs to be made clear to the public that if it does pass, me personally I think it should go to nothing but public safety. No other for lack of a better work, pet projects. The catch 22 I see is and what is not being explained to the public and I really don't think a lot of the public really knows this that if this passes then my gut feeling is that the city council at a later date will go ahead and incorporate the rest of it and I think the public needs to know that, that needs to be in the language that is proposed for the approval of this ordinance or this measure. The wording and the public education on this need to be clarified much, much clearer because John Q Public, I don't think knows that the city council if this does pass can turn around and my gut feeling is will automatically pass the additional measure and I just think that is dead wrong and the public needs to know.

Sarah Smith, Member of the Public said I am very concerned about the plan to increase the gross receipts taxes in Las Cruces moving us to one of the highest tax rates in the state. Please don't take this the wrong way but most of you are in a totally different income category than many people who live here including my family. Yes, the tax increase would be relatively small but it is on top of high inflation which is already making many families struggle to make ends meet. Don't fool yourself into thinking this increase in taxes in no big deal. We are paying higher prices for gas, for housing, for food, for clothing, on top of sales tax, property tax, income tax, and state

income tax. Enough is enough. My own family is close to qualifying for HUD assistance based on our income. We don't take assistance but how do we make it work? By focusing on the things we need first instead of the things we want. We carefully guard our budget. We live in a small house. We drive older cars. We don't eat out much. We make sure all of our needs are taken care of first and only then do we look to see if there is anything left over for the things that we would like to have. I am calling on you to do this with the city budget as well. Maybe I don't understand how your budget works, that is possible. You tell us you don't have enough money for public safety and good roads, but I have watched you allocate funding to community art projects, subsidies for the film industry and electric buses. Those are all things that are nice to have but they are not essential. Please readjust your priorities to fund things that we need first including public safety, upkeep of your existing infrastructure and streets. Only once those things have been handled does it make sense to look at funding things that aren't so crucial to our community. If you decide to move forward with this anyway, please remember that public safety is our greatest need right now. Will you ensure that the funds are specifically earmarked for public safety with clear amounts such as 70% public safety, 30% for streets and parks. Otherwise over time these taxes you are taking from families could very easily get diverted into things that the people never would have agreed to fund. Such as hygiene stations for the homeless that have been proposed by this council. Taxes can be forever and if you don't restrict how these funds are going to be used this is a legitimate concern or building a Sunset date as has been mentioned. Did you know that people with low incomes have much lower voter turnout? That means that even if this tax increase is passed by voters in November that does not mean that the community who will be hit the hardest by it will have chosen it. Please rethink this tax increase. This is not the time to take more money from the families of Las Cruces. Reorient your budget to prioritize making our city safe and well-kept and only then look towards the other niceties.

Fred Huff, Member of the Public said the only words I can use to describe this is bait and switch. One of the questions that I did not hear asked i or answerrd today is on a GRT tax does the city get 100% of this tax or does some of it go to the state? I think I saw the City Manager give a presentation and in the back of my mind the city of Las Cruces doesn't get all of the money from this GRT tax. Can anybody answer that question? I also agree with Councilor Mattiace. This needs to be a Sunset. There will be other elections, there will be other votes. I would like to see you all with the questions I have seen raised here today because he is not giving you a chance to amend this or change it or table it because there is deadlines. I would really like to encourage you to vote no until more questions can be answered and again as Ms. Smith said taxes can be forever. Again, I see this strictly as a bait and switch. I have no problem with public safety, but I have a lot of problem with parks. I have been walking through the Burn Lake Park area. You know I have been talking about the Burn Lake Park, it has not been maintained for 30 years and that is a real problem. I was walking through the park the other day just minding my own business and there is a lot of homeless people hanging out there and one was shouting at me, calling me names and I am here seeing on Facebook where other parents are taking their children to parks and they can't go to these parks because of all of the homeless people hanging out. So, if we get more parks that is just more places for these people to hang out. I don't feel safe in there, but I do want public safety. As far as streets, that

is why I pay outrageous taxes on my gasoline? Where has that money gone? So, I would encourage you and beg of you to vote no on this until more questions have been answered.

Dolores Lucero, Member of the Public said let me just give you a little background because history repeats itself. In the late 80's the city council put up two votes for GRT. One for .25 for Police and Fire and one for .25 for Parks and Rec and guess what failed? Parks and Rec. Why didn't you split this up? Why didn't you tell the people exactly what you want to do with the money? This is very vague, and I have already heard one councilor say that public safety is more than just first responders. It's streets, it's everything. So now you have opened pandora's box on top of the fact that .25 that passed in the late 1980's no longer is set aside specifically for Police and Fire. That got absorbed by other councilors that came through and just like this money it will be spread out in about 5 years. You won't even do what you said you were going to do. If you are so willing to increase GRT then tell the public, we are going to increase .2375 right now because we are allowed to by law and we are going to be honest with you and we are going to do it right now. Don't tell me that you are going to ask me to vote and then come in and trick me by adding another .2375. That is not being faithful to the people of this community. History will repeat itself. The largest number of voters are seniors. They are not going to vote for Parks and Rec. They are not going to think of anything except public safety. So, if you combined it, I don't see this passing. I could be totally wrong. The whole fact that, Mr. Manager, I am sorry in a facility, an entity this large and smaller there is always waste, always because you can't manage 1,700 employees and you can't, staff is awesome. Auditors are great but there is always the person that is going to break the rules and it is not going to get found for a long time or they left, and you never even knew it happened. So, it does happen on a regular basis. Mr. Faivre, you mentioned that homeowners are the ones who pay property taxes, everyone that owns a property pays property tax. The businesses, the vacant property. Everybody has a property tax if they own it. What I asked you to do if you are going to put this in place for July, you don't have to add this to the general election and where it is going to be hidden from the public. You could do a special election on you own accord and the money it would cost you to run a special election is minimal to $20 million a year. For less the $75,000 you could run a special election and be totally upfront with the public 100%. Two months you have been talking about it and that is all it has taken for you to make a decision to tax the public.

Councilor Mattiace said the confusion of this proposal just takes me by surprise. It's confusing to me, it is confusing to some of my colleagues on how it was worded. I just wish that it was just more simply done and probably easier for the voter to understand. At the same time, I really want to support our Police Chief, our Fire Department, and our Public Safety Departments because that is very important to me. So, I am torn on the yes and no. I believe if we can be restrictive. I am going to have to trust our Mayor, our council that it is earmarked for LCPD and the Fire Department and public safety issues and I will be happy to vote yes.

Chris Faivre said if I could just make one point of clarification. I don't believe in New Mexico we are allowed to do special elections anymore which is why we are requiring to do it this bout.

Councilor Flores said some people have spoken today, including those of us up here would really like to see that voter education material emphasize what it is going to do. Now does the ballot measure, does there have to be language in there that says that the money is earmarked for a certain whatever? Or because it seems that I think people would be more amenable to accept it if it was going to public safety and then define public safety. Frankly with all due respect to whoever said that art was not important. Art is very, very important. I am not talking about doing stick figures, I am not talking about Crayola's and coloring books. But the arts save humanity. It was the arts that probably stopped Hitler from obliterating a population of people. I as a person here who pays as many taxes as everybody else in this room, relative to whatever our incomes are. I am a firm believer that everyone of us should share what we have and so, if you are making a certain amount of money and you get taxed that is fine you are making a lot of money than everyone else, fine. I think that it is really important to really educate people as to what all of this really means and how important it is and to definitely explain that it is not an automatic ordinance that will follow. An ordinance can be presented to city council and then we may depend on what the ordinance proposes we either vote for it or we don't. We sit up here, and I will tell you Rome wasn't built in a day so the predicament that we may be in today may be based on the history of the management of the city has gone. I want to respect people who have served on City Council, who have served as previous employees, but Rome was not built in a day. We didn't get here because we are sitting up here, and I think we get mail sometimes that is misdirected. Look at the economy. Look at the world economy. We really have to look at reality and take responsibility for everything we do as individuals, and I want to thank you Chris very much for your work. I appreciate it.

Councilor Corran asked we are also restricted in terms of the types of taxes that we can levy, correct as a municipality in the in the State of New Mexico? GRT is the primary that we have any say over, correct?

Chris Faivre said yes, primarily although there are some municipal flexibilities with property taxes. GRT in the State of New Mexico is the primary tax, correct.

Councilor Corran asked income tax is not one of the levers we have in our book?

Chris Faivre said not at a municipal level.

Councilor Corran asked how the GRT goes, it is true that some part of the overall GRT goes to the state, right? There is a fraction of the fraction that goes to the state. That amount has been changing I think, and that dynamic is always at play. How much of each GRT percent goes to the state I think has been a discussion at a state level, but some does go to the state, and some comes to the municipality, and we can only tax within the amount that municipality allowed to leverage tax, right? The state tax, the state GRT is set separately, and we don't have a say in that component, correct?

Chris Faivre said that is correct but let me be clear that the money that you would be authorizing to go on the ballot today, that is the city's portion so none of that would go

to the state. It would stay all here with the municipality.

Councilor Corran said a one third area of clarity I do want to add, we do collect marijuana taxes and in fact those are increasing every year. How much we collect in marijuana taxes, and they do go I think into the Telshor Fund from our current budgeting thing. So just to put some context on where money is going and what it is being used for if you wonder. Cannabis dispensaries are paying about a tax rate that is about twice the tax rate of everyone else in the state so and I think that is going to increase over the next few years. So that is just to put context to where taxes are going, who pays them and what they are going to. It is true that does exist and it is true that we are leveraging that money in the context of our conversation of the Telshor Fund. So, thank you I just wanted to clarify a few things that people had asked about, and I wanted to make sure that I understood to. When folks ask those questions, I want to make sure that I understand it. I really feel heavy about this decision. It is not easy. I understand the context of regressive tax. I also understand the context of the single biggest thing that I hear from folks in my district is about park and road maintenance. Those are the things that I hear about every day from folks in my district, public safety as well but I would say those too far eclipse the questions that folks have in their quest that folks are making every day in the city to attend to and similarly I say oh, check out our pavement management system and folks generally are not very happy when they look at our pavement management system and see how that works and how money is going to that. I feel the heaviness of what folks have said about regressively taxing folks who are paying for things, and I do think, and I appreciate that medicine and food are excluded. I also know that this includes all of the services, and a number of folks are paying gross receipts tax on things like every exchange that they do in terms of paying professional services within the city and so things like that. It has a differential weight on the folks who are paying it and the context they are paying it. I am just acknowledging all of the heavy parts of this and also acknowledging that ultimately this is going to folks to vote and I would encourage folks to consider that and just as many of you have said about thinking about the request that you make of you city, the expectations that you have of your city that you understand the context that we also have to pay for all of those things that have increased proportionality in terms of how much things go and it cost 30% to 50% more for us as well as we do those things. I just want to acknowledge that this is not an easy conversation and I think all of us are somewhat looking to voters to consider this as well and so I think as the Mayor said, as other folks have said this is something that we are asking folks to consider and consider an ongoing way and I do hope the educational materials are really clear on all that this is going into that is included in here and I think this is being explicit to say capital improvements. We have a CIP that actually talked about a little today but you can see each of those things that have been mentioned they appear on the CIP and so you can see what kinds of things are included in public safety, the overarching headline of public safety of streets and parks and look at those things and consider for yourself how you see the value in those things so I am just acknowledging that this is a heavy discussion and I also hope that the voters consider it with equal sort of consideration that we are giving it today.

**Councilor Becki Graham moved, seconded by Councilor Yvonne Flores, to suspend the rules to discuss items 8.3 and 8.4 concurrently.**

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

**Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-011.**

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

**8.4 COUNCIL BILL NO. 25-001; ORDINANCE NO. 3072: AN ORDINANCE ADOPTING A MUNICIPAL GROSS RECEIPTS TAX.**

**Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3072.**

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

**8.5 COUNCIL BILL NO. 25-002; ORDINANCE NO. 3073: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY). THE SUBJECT PROPERTIES ENCOMPASSING 1.4 ± ACRES IS LOCATED AT 3200 W PICACHO AVENUE. THE ZONE CHANGE IS TO ALLOW FOR THE FUTURE REDEVELOPMENT OF A COMMERICAL BUSINESS ON THE SUBJECT PROPERTY AND BRING THE LOTS INTO COMPLIANCE WITH THE 2001 ZONING CODE, AS AMENDED.**

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Flores asked we do have people who are interested in developing this area already?

Adam Ochoa said they are already in the process of replating the properties and getting the plans ready for the property.

Steve Green, Allure Home Designs said I am actually representing the client he is from El Paso and could not make it. So, when they looked to approach this building there were a lot of things that were out of whack on it. Again, it has been on a septic, and they didn't even know that so for probably 50 years now it has been on septic and so one of the things that they are doing is that they are getting approved to have the new sewer line dug from the main street up so that will be on septic, and it will help bring the sewer line up to those residents also at the same time. The building has just

been underutilized for the size of the building and maybe some more entertainment to that side of the town to since the eastside is developing so largely, we thought this being like a kid's party zone. It also helps that the neighboring person is a pizza parlor so for the first beginning half they are going to try and co-exist with each other. So, it does sort of seem to be beneficial to other people to at the same time. It also helps bring it into conformance since it has not been. Right now, it currently has no parking lot. It is just dirt and gravel so this will be all revamped with pavement and landscaping so it will help beautify that building. They are putting on new fixings on the actual building itself.

Councilor Bencomo said no, I am glad you spoke to those issues. I know I spoke to the previous current owner about the sewage issues, and we were trying to figure out some pieces on that.

Steve Green said we actually ended up having to snake the drain to find out where it was because nobody wanted to claim it.

Councilor Bencomo said I am excited because we are always talking about things to do for kids and just can't be on municipal government. We have to be private entity and I am just really thankful.

Steve Green said the great news is the building will get to close finally and so it's in progress. He has been patient. He is going to eager at the way it comes out.

Councilor Flores asked the septic tanks, is that something you are remedying?

Steve Green said yes.

Councilor Flores asked you are removing them and putting in the sewer line? Is the city putting in the foundation for setting up a sewer line from the street? Are there sewer lines in that part?

Steve Green said that is correct. We would not be coming down Picacho obviously with it because Picacho has no infrastructure for sewer down that. We would be coming through the back road, Maese Lane. We would be coming down that lane and so it would pick up anything that would also be additional to Maese Lane. On that back side if you can see that.

Councilor Flores said you know Mr. City Manager and fellow city councilors I really think that we have to get going on maybe the state providing, getting monies for getting sewer systems. It is hard to believe that we have a lot of portions of the city that don't have the hookups. That don't have any way of connecting to a sewer system. I just want to go on the record and ask the powers that be here at the city because it ain't us, City Council we just vote on the things after the city determines, sometimes we initiate but that is one of my pet projects for the city and hopefully we will see some progress. Not just my district but for the entire city because it is a public safety issue so if we have that tax thing, we might have money for public safety because it is a safety issue.

Mayor Enriquez asked the applicant, who you are representing, they are from El Paso, do they have a similar business in El Paso and have the knowledge and experience in this already?

Steve Green said yes. In fact, he looked at multiple properties through town, through myself, and the realtors. We convinced him to stick to the older building. He was going to go up to one of the newer buildings up by like Telshor area and I said I am all about trying to give the old properties a second chance and so he was saying the same thing. Again, I think he is getting a great deal on the older building. The sewer was a big contention in fact that almost did kibosh the whole thing once we found that out because I was extremely concerned because it is not a cheap expense to bring that line up because it is going to have to come up all the way from Motel. We have already got that into the city for approvals. It should be going in and hopefully approved but that is one of the biggest parts of it that was contingent upon the contract closing was that we do get a sewer in there because obviously we can't do this on a septic. It is just when they did the widening of Picacho they never accounted for any sewer in Picacho. So, there is no sewer all the way up Picacho from Motel.

Mayor Enriquez said that was my question, just the experience already in this type of endeavor, so great.

Steve Green said he looks at it as being successful.

**Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3073.**

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

**8.6 COUNCIL BILL NO. 25-003; ORDINANCE NO. 3074: AN ORDINANCE APPROVING A ZONE CHANGE FROM R-1A (SINGLE-FAMILY MEDIUM DENSITY) TO C-3C (COMMERCIAL HIGH INTENSITY-CONDITIONAL) FOR APPROXIMATELY 5.00 ACRES AND TO OS-R (OPEN SPACE-RECREATION) FOR THE REMAINING APPROXIMATELY 43.75 ACRES OF A PROPERTY LOCATED AT 2040, 2045, 2060, AND 2065 E. MADRID AVENUE. SUBMITTED BY SOUDER MILLER AND ASSOCIATES, REPRESENTATIVE. (23ZO0500027).**

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Flores asked I know Councilor Gabe Vasquez, who is now a US Representative, he was really advocating for development in that area, Villa Mora, right? This is also something that would be an extension of that one developer that wanted to buy the old country club. That is a separate thing all together?

Adam Ochoa said that is correct. That area that you are talking about, the old country

club and this is part of the Apodaca Blueprint area.

Councilor Flores said right, it is the Apodaca Blueprint, so this is really consistent with the Apodaca.

Adam Ochoa said as you see this picture right here is directly out of the Apodaca Blueprint itself and it shows how the road is to be expanded. How everything stays in open space and that is exactly how the zoning is applied.

Councilor Flores said it is consistent. I remember we had votes on this. There were several community meetings, and it seems to be if my memory serves me, it is very consistent, and I want to thank you for that and that will probably encourage more towards the country club.

Adam Ochoa said that is the way they did that study for the blueprint. It kind of all works together especially now that we are going to expand Madrid as well and it is a complete street with cars, bikes, sidewalks, everything so that you can get to each area easily even if you are a pedestrian.

Councilor Flores asked how long will this become a reality? How long will it be 10, 20, 30 years?

Adam Ochoa said I did speak to Parks & Rec staff, and they are getting out I believe bids for design of it.

Cathy Mathews, Landscape Architect said we have a proposal for design work to design most of this area as a park and we have some construction funding as well. We hope to in the next two months starting design with public input.

Councilor Bencomo asked can you briefly talk about the improvements to the rest of East Madrid as of course most of East Madrid looks phenomenal, it looks so good and then there is a little chunk that doesn't look so good. Can you just talk about that a little bit more?

Adam Ochoa said currently if you have been on this portion of Madrid, it is very narrow, it works but it isn't really a full city street, full cross section. So, it is not only going to be Madrid that is going to be upgraded and widened as well it is also portions of Triviz and so Triviz not is going to be complete street. It is going to be two lanes. You will have turning lanes now. You have two lanes each. You have actual bike facilities. Just complete streets and that is a big initiative that Public Works has been pushing for this. So that entire area we are hoping will definitely get a lot more visitation and make traffic a lot better as well.

Councilor Bencomo asked is there a timeline?

Tony Trevino, Assistant Director Public Works said we are finalizing design right now and hopefully that will be up for bid in September or October.

Mayor Enriquez said I was going to open it up to any members of the public that wish to speak on this topic. Yes, sir come on down.

Nabor Chavez, Member of the Public said back in March when this proposal was made for the development this area had been approved I guess for a housing area, low intensity single family housing area, medium intensity and for commercial along the Madrid Street and then in May apparently there was a reversal of that approval and now from what I understand it is being changed to open area and recreational and commercial. Well as you know originally of the 56.51 acres now it is being proposed that 43.75 acres are for open area and recreational, open space and recreational area and approximately 5 acres for commercial. Well that still leaves 7.76 acres and I am wondering what is going to be developed on those 7.76 acres. Also, you know I think all the property owners whose backyards are adjacent to this area, we are the ones that are going to be affected the most. So, I think we should have a say so as to how this is going to be developed or even be developed and I myself would like to see it left like it is. It is one of the few natural habitat areas in the city of Las Cruces in the middle of the city that has a natural habitat area that is indigenous to vegetation and wildlife so I would like to ask the council if this a proposal to change it to get it developed to leave it as it is and have the property owners whose backyards are adjacent to this area have a say so as to whether this area will be developed, whether it is an open space recreational and commercial so I would like to see if maybe you would reconsider leaving like it is instead of it being developed.

Mayor Enriquez asked Adam, do you want to address those 7 acres?

Adam Ochoa said yes, those seven acres roughly are for tracts of land that were taken out for the roadway which would be the Triviz roadway, the Madrid roadway and also the Utilities have some water tanks out there, pumping stations out there. That is what those 7 acres are for. That is where they went to.

**Councilor Becki Graham moved, seconded by Councilor Cassie McClure, to Approve Ordinance No. 3074.**

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

## 9. BOARD APPOINTMENTS

### 9.1 JEANNETTE ACOSTA

Councilor Graham appointed Jeannette Acosta to the Planning & Zoning Commission.

### 9.2 CHARLES BEARD

Councilor Mattiace appointed Charles Beard to the Parks & Rec Advisory Board.

### 9.3 MAYOR ENRIQUEZ AS VOTING DELEGATE AT THE ANNUAL MUNICIPAL LEAGUE CONFERENCE AND CHRISTINE RIVERA AS ALTERNATE.

### 9.4 PATRICIA WILLIAMS

**Councilor Becki Graham moved, seconded by Councilor Yvonne Flores, to appoint Patricia Williams to the Historic Preservation Commission.**

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

### 9.5 JESS WILLIAMS

**Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to appoint Jess Williams to the ASCMV Board.**

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

### 9.6 GENNIFER GATES

**Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to appoint Gennifer Gates to the ASCMV Board.**

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

## 10. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.

2) A Councilor may ask staff for clarification on the proposed ordinance(s).

### 10.1 COUNCIL BILL NO. 25-004; ORDINANCE NO. 3075: AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4 (MULTI-DWELLING HIGH DENSITY AND LIMITED RETAIL AND OFFICE) TO C-3 (COMMERCIAL HIGH INTENSITY) FOR PROPERTY LOCATED AT 3250 NORTHRISE DRIVE. SUBMITTED BY JOHN HECK, PROPERTY OWNER.

Council agreed to bring it forward.

### 10.2 COUNCIL BILL NO. 25-005; ORDINANCE NO. 3076: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO C-3C (COMMERCIAL HIGH INTENSITY - CONDITIONAL) FOR PROPERTY LOCATED AT 2999 BATAAN MEMORIAL WEST. SUBMITTED BY CHRIS SVEUM - ATWELL, LLC ON BEHALF OF YESWAY, INC.

Council agreed to bring it forward.

**10.3 COUNCIL BILL NO. 25-006; ORDINANCE NO. 3077: AN ORDINANCE REPEALING AND REPLACING CHAPTER 19, SECTION 19-6. - POSSESSION, DELIVERY, MANUFACTURE, OR DELIVERY OF DRUG PARAPHERNALIA OF THE LAS CRUCES MUNICIPAL CODE (LCMC), 1997 AS AMENDED.**

Council agreed to bring it forward.

**10.4 COUNCIL BILL NO. 25-007; ORDINANCE NO. 3078: AN ORDINANCE AMENDING CHAPTER 21, SECTION 21-62. - PROHIBITED SOLICITATIONS AND 21-63. - STANDING OR LOITERING ON OR NEAR STREET OR HIGHWAY, OF THE LAS CRUCES MUNICIPAL CODE (LCMC) 1997 AS AMENDED.**

Council agreed to bring it forward.

**10.5 COUNCIL BILL NO. 25-008; ORDINANCE NO. 3079: AN ORDINANCE ADDING CHAPTER 18, ARTICLE III - SHOPPING CART CONTAINMENT AND RETRIEVAL, TO THE LAS CRUCES MUNICIPAL CODE (LCMC), 1997 AS AMENDED.**

Council agreed to bring it forward.

## 11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

### 11.1 COUNCILOR MCCLURE

None.

### 11.2 COUNCILOR MATTIACE

None.

### 11.3 COUNCILOR GRAHAM

None.

### 11.4 COUNCILOR CORRAN

None.

### 11.5 COUNCILOR FLORES

None.

### 11.6 COUNCILOR BENCOMO

I do just want to thank a couple of folks. Two weeks ago, I talked about the outreach project that we were going to be doing on West Picacho and we had that, not last Tuesday but the Tuesday before and I just wanted to thank everyone involved LCPD, Fire, MIH Program, FYI folks were there, Community of Hope folks were there, people from the PEAK were there, I was there, and it was just a really great group of folks. It was like a solid 15 of us. Maybe more honestly. We split up into two teams and we each walked down and up West Picacho. Just meeting people where they are and offering safety vests as we know West Picacho is tough on pedestrians. We offered safety vests, we offered lights for people's bicycles and just really wanted to thank LCPD for offering those and having those available. We got rid of almost all of them. We talked to that many people, but we also had Community of Hope who signed up several folks for services like housing but also somebody requested a driver's license, and we were just able to provide a ton of great information and resources and

honestly just community to people who are living on West Picacho whether they were unhoused or they live in the motels. It was a really great experience. Chief and I have already talked about doing it more in other parts of town and I just wanted to express my gratitude to everyone who came. Especially because it was at 2 to 4 p.m. and it was like 105. We were real sweaty by the end but I always talk about empathy being a muscle and you have to practice it to make it stronger and I think it was a practice in empathy and you know just being out on the street like that for two hours and how difficult it was for me and just thinking about how difficult it is for a lot of people who do that every day and every night. Thank you Chief for organizing that and all of those who participated. I look forward to doing more of those.

### 11.7 MAYOR ENRIQUEZ

I really did want to give a shoutout and a thank you to the Fire Department. I know they are still up in Ruidoso. We had some Battalion Chiefs at the EOC and the TRT Team is on standby getting ready for this week due to some more rain. Thank you for assisting and to the community for all the people in this community that have been helping those people who have been displaced due to the fire and the flooding in Ruidoso.

I just want to mention that I have just recently been appointed to the Spaceport Tax Board. That was an appointment by the Governor. I attended the first meeting last week. There is a GRT tax that is there specific for the spaceport, and we allocated roughly about $13 million for spaceport to continue expansion with utilities and road construction in that area. It may create some economic development and future things for the city of Las Cruces and Sierra County as well.

## 12. CITY MANAGER REPORT

### 12.1 IKANI TAUMOEPEAU

Quality of Life, at La Llorona Park, there was a mural repair that was completed, and the clear coat will be added in a few weeks to protect the mural. Also, from Quality of Life and Senior Programs they received the close out letter from the non-metro Area Agency on Aging which reported zero findings in their annual audits. So, congratulations to them.

Parks and Rec, Highland Park on Emerald Avenue is under construction and will include open play areas suitable for baseball, soccer, and more. A walking trail connecting the Las Colinas neighborhood to Highland Elementary School and a small accessible parking lot.

An update on the skate park renovation project, which is happening on Hadley and Walnut is well underway with concrete forming and pouring. The renovation is anticipated to be completed by the end of September.

Our first Thursday Night Music on the Plaza will be held this Thursday, July 18th, at 7 p.m. at the Plaza de Las Cruces. The concert will feature Dallas David Ochoa and the very popular, the Memphis Band. Bring your own chairs. There are no movies in the

park this week, but movies will resume the following Saturday, July 27th at the Young Park, shown will be the movie the Marvels, rated PG-13 starting at dusk.

Neighborhood Dumpster Day is this Saturday for all of your districts and constituents. Saturday, July 20th, 8 a.m. to 12 noon. KLCB will be providing open top trash containers, roll offs for the community to dump yard waste, household trash, and permissible items for free. They will be located at Young Park, Tony Gomez, and Henry Benavidez Community Center.

## 13. ADJOURNMENT

**13.1**

**Councilor Becki Graham moved, seconded by Councilor Becky Corran, to adjourn at 4:49 p.m.**

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

Mayor

City Clerk

# MINUTES
## Work Session
**Monday, July 22, 2024 @ 1:00 PM**
City Council Chambers, City Hall

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

**ABSENT:** Mayor Eric Enriquez

**1. JOBS OF THE WEEK**

**1.1**

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

**2. PETS OF THE WEEK**

**2.1**

Councilor Corran presented Pets of the Week.

**3. AGENDA ITEM**

**3.1 UPDATE FROM SPACEPORT AMERICA.**

Scott McLaughlin, Spaceport Executive Director gave the overhead presentation.

Councilor Flores said what I would like to have seen since the City of Las Cruces and Dona Ana County have contributed, I would have like to have seen a breakdown as to the benefits to our city. You presented a lot of information as to what is to come if we do this. This will happen if we do that. What to date has been the benefit for our people? You showed the employment of whatever it is, 800 but it doesn't break it down to how many are from Las Cruces, from the New Mexico area. Are they from

the El Paso area? My interest is to see how much benefit our city has received, our County has received. You didn't present that information. That was very disconcerting for me. You had all this other data, it really didn't pinpoint. You are talking about how many people come in and the youth come in and there are so many beds that are going to be needed and this that and the other, but we don't have break down of how much money that really brought in. But I think part of your pitch today with all due respect, your presentation is to probably ask the city for more money and so I just want to know what the tit for tat is?

Scott McLaughlin said we handed out the full Economic Impact Report and so the statistics for Dona Ana County and Sierra County actually are in there. The way that the Economic Impact Report calculates where those jobs are we think is not as accurate as it could be because the people work in Sierra County so those are counted as Sierra County jobs, but we all know for those of us who work at the Spaceport, most of the people that work at the Spaceport live in the city of Las Cruces. So those numbers are in there. We are going to do a better job of improving the fidelity of those numbers but that table I showed you, this table. There is a similar table in the report for Dona Ana County and for Sierra County and some other statistics about what exactly we are trying to get out and I realize that this is the first really kind of detailed economic impact that has been done by the Spaceport, you know so we are going to do this every year so that your questions and Dr. Pallares heard them and again we are adding fidelity to the 2023 economic impact report and we will make sure those questions are answered in there.

Councilor Flores asked you said that there is, we have federal partners? Who are they and how do they play in terms of revenue sharing?

Scott McLaughlin said of the spaceports, the commercial spaceports, the traditional federal spaceports are still receiving and have received federal funds for decades and they are continuing. Of the commercial spaceports there are almost no federal money that has gone to any spaceport, any commercial spaceport. So when I am talking about our federal partners I am talking about our delegation, our senators, and our representatives who I am working with and others are working to make sure that we are starting to get infrastructure funds to build out the spaceports so that we can support things like US space launches and also to just to help the United States compete worldwide because the graph I showed you with orbital launches and some of the other things that are happening is not just the United States that included the rest of the world which is also moving very quickly toward space so trying to get our support on the federal side is a big part of what we are working on right now.

Councilor Flores asked have you presented to the County Commission?

Scott McLaughlin said yes.

Councilor Mattiace said it is very difficult your presentation because a lot of it is the future and when we develop the referendum for the spaceport back in 2004 it was quite a hard sell because Richard Branson, the Spaceport but our council I think had that vision and I think a lot of the impact that you are going to have in the Spaceport is

futuristic. It is actually where we are going. In other words when you see the spaceports in other cities and how many have developed and realized that space tourism and maybe Chris could put something together that would be very easy to read in the Lodger's Tax when people staying in hotels and you are looking at 1,000 to 1,500 people staying in our hotels that is quite a benefit to the city of Las Cruces from Lodger's Tax of what we support our convention center and other things, Visit Las Cruces. I think there are a lot of things that are very good but it's hard to see because its space. I think you will see the tourism increase quite a lot in fourteen to eighteen months.

**3.2 CITY STRATEGIC PLAN ENVISIO PUBLIC DASHBOARD.**

Srijana Basnyat, Innovation and Strategy Administrator gave the overhead presentation.

Mark Miller, Interim Lead Planner continued the overhead presentation.

Councilor Mattiace asked do you plans to coordinate with the educational systems, with elementary schools, junior high and high schools? To actually make this available and educate them on this plan. The reason I say that is that I may not spend as much time only because the older group doesn't have a lot of time that they want to spend on computers but I think this would be an exciting feature to educate in all the schools because I think my grandson would just love to go through this and the transparency, you know the planning, the analytics, the artificial intelligence, what you could put into this plan would be fantastic and I don't know if you plan that but I think it would be a great thing to bring to the principles of the education department and make it part of their curriculum. It's a great plan, thank you.

Mark Miller said that is not something I have thought about but that is a really great idea, and we will have to give that some thought.

Councilor Corran asked I know that staff put in and I was reading some of the preliminary things that folks put in sort of about the progress and their assessments, I am hoping that when and again I know this would be a whole other level of integration but I am hoping that if we have information related to the budget for each of these items that it could be potentially part of the drilled down information that's included, that is if we were to fully implement this it would cost this? I know that this is a lot of information and we don't have that information in a lot of cases but if that could be a part of it I think that would also be helpful for us when we consider saying, oh I think we should do this or I think we should do that and if there is a place where we can say oh, that would cost X amount of dollars. It would be really helpful I think for our conversations about how we move things forward, like what does this mean in dollars, and I know that is not always known this often and unknown quantity, but I think that would be a helpful data point if there is any way to integrate it. I realize that would be a huge separate project, but I just think it is helpful where that information existed it would be great if it could be included in those narrative parts. This part is not related to the dashboards necessarily, but it is related to planning, and I am just doing this because we don't have councilor comments on Work Session days, but I do want to point out regional plans, there is a regional water planning session here on Wednesday from 3 to 7 on the second floor, not related to any of these things. I am

just giving a quick public reminder it is happening here and there will be a planned documents someday created related to water and the city is collaborating with Interstate Stream Commission to help create that. Just to note if you care about that, this Wednesday from 3 to 7 on the second floor.

Mayor Pro Tem Bencomo askws what you showed us today, that is all, that is what is going to be shown to the public, right? That is what is going to accessible to the public?

Mark Miller said it is currently accessible to the public. It is on the public website. The only thing I will add is that we didn't not, we wanted to make sure everything was working correctly, and we were totally ready. We did a soft launch, so it was on the public website for anyone who is on there already on the Transparency/Accountability page. We didn't do a hard press release, social media, we are beginning that now. I think the press release, I don't think it has gone out quite yet. I think it will go out maybe today and then that will be followed by social media and this unveiling to city council, but it is currently available to the public.

Mayor Pro Tem Bencomo said I think that is very exciting. I am also mostly excited to see items like our energy transition plan at the Utilities. Those kinds of items are included in there?

Mark Miller said I think some staff have made reference to other plans but currently the only plan actually in the platform in live would be the City's Strategic Plan.

Mayor Pro Tem Bencomo asked I think this was part of the strategic plan so if it was it would be included?

Mark Miller said there is associated goals but that plan itself would be separate though.

Mayor Pro Tem Bencomo asked for the August Work Session will you send us with good enough time any materials that we can come prepared for?

Mark Miller said I am not quite ready to say exactly how much we are sending out prior to you. The intent is to provide information prior but just not sure how much at this point.

Barbara Bencomo, Chief Administrative Officer said I just wanted to go back to the comment that Councilor Mattiace with respect to involving and educating the youth and understanding a wonderful platform like this one. In the fall we will be having the Developing Youth Leader Program that is associated with our Neighborhood Leadership Academy, but it is targeted to high schoolers primarily and middle schoolers, but I think that understanding this tool and how we use it and clicking through it would be a great addition to the curriculums. I know that Catrina will be putting that curriculum together and that is for the two week fall break. I appreciate the suggestion, that could be one way that we incorporate that idea.

Sonya Delgado, Assistant City Manager said I just want to say thank you to the P&I team for doing an exceptional job. I know that you spent a lot of time and effort and many, many hours. So, this is great and we really looking forward to it. I would also like to send a shout out to all the directors and their teams who assisted in getting all that information on a timely manner to make this happen so thanks again.

## 4. ADJOURNMENT

### 4.1

**Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to adjourn at 2:37 p.m.**

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

Mayor

City Clerk

**25-017**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Virginia Barela | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES FIRE DEPARTMENT TO PURCHASE EMERGENCY MEDICAL SERVICE EDUCATION COURSES THROUGH AIR METHODS OF ENGLEWOOD, COLORADO, IN AN AMOUNT NOT TO EXCEED $199,407.**

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

## PURPOSE(S) OF ACTION:

Approval to purchase.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Las Cruces Fire Department (LCFD) Emergency Medical Response program provides treatment and transport services to the Las Cruces community. These services ensure the community receives life-saving care, relief of medical symptoms, and transportation to medical facilities as appropriate for each medical event.

To ensure that staff remain proficient in their field to safeguard the community and minimize the impact of unforeseen crisis, it is imperative that emergency response staff participate in continuous education. The City of Las Cruces requires training programs that are uniquely tailored to the needs of emergency medical services (EMS) and will assist the City of Las Cruces remaining up to date and expanding on critical knowledge and skills.

Air Methods of Englewood, Colorado offers a combination of proprietary virtual training, specialized cadaver labs, and in-house developed on-demand content which addresses the specific needs of our organization. These customizable training courses will be available to approximately 180 LCFD staff members.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (22) - Authorized exemptions, allows the City of Las Cruces (City) to purchase conference registrations, offsite training courses, or similar minor purchases where prepayments are required, or which are administrative in nature and non-competitive as determined by the purchasing manager.

LCFD is requesting authorization to purchase a customizable training program from Air Methods for EMS staff for a total of $199,407.00.

## SUPPORT INFORMATION:

Exhibit "A" AirMethodsTC

**PLAN(S):**

None

**COMMITTEE/BOARD REVIEW:**

None

**DOES THIS AMEND THE BUDGET?:**

☐ Yes

☒ No

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

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the resolution to authorize the City to purchase customizable EMS training from Air Methods of Englewood, Colorado, in an amount not to exceed $199,407.00.
2. Vote "No"; this will deny the purchase of customizable EMS training from Air Methods of Englewood, Colorado, in an amount not to exceed $199,407.00.
3. Vote to "Amend"; this could modify the resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the authorization to purchase customizable EMS training from Air Methods of Englewood, Colorado and may negatively affect public safety.

# RESOLUTION 25-017

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES FIRE DEPARTMENT TO PURCHASE EMERGENCY MEDICAL SERVICE EDUCATION COURSES THROUGH AIR METHODS OF ENGLEWOOD, COLORADO, IN AN AMOUNT NOT TO EXCEED $199,407.**

The City Council is informed that:

**WHEREAS**, the Las Cruces Fire Department (LCFD) provides treatment and transport services for life-saving care, relief of medical symptoms, and transportation to medical facilities as appropriate for each medical event to the Las Cruces community; and

**WHEREAS**, it is imperative that emergency response staff participate in continuous education to remain proficient in their field, safeguard the community, and minimize the impact of unforeseen crisis; and

**WHEREAS**, Las Cruces Municipal Code, Chapter 24, Section 24-4 (22) - Authorized exemptions, allows the City of Las Cruces to purchase conference registrations, offsite training courses, or similar minor purchases where prepayments are required, or which are administrative in nature and non-competitive by the purchasing manager.

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

**(I)**

**THAT** the Resolution authorizing the City of Las Cruces to purchase customizable emergency medical services training from Air Methods of Englewood, Colorado, as shown in Exhibit "A" attached hereto and made part of this resolution, is approved.

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

Exhibit "A"

v. 2024.01.02

**PURCHASE ORDER**

This Purchase Order ("Order") is entered into as of the date of the last signature below ("Effective Date") by and between AMC CE, LLC ("AMC") and "Customer" defined below (together with AMC the "Parties," and each a "Party"). With respect to the In-Person Training set forth below, this Order is entered into pursuant to the Clinical Education Agreement Terms (https://www.onlineascend.com/pages/terms), as amended by this Order, which is agreed to by the Parties upon execution hereof (the "Clinical Education Agreement"). With respect to the Online Courses set forth below, this Order is entered into pursuant to the Terms of Service (https://www.onlineascend.com/pages/terms), as amended by this Order, which is agreed to by the Parties upon execution hereof (together with the Clinical Education Agreement, the "Terms"). AMC agrees to provide and Customer agrees to purchase the training services selected below pursuant to the respective Terms.

1. **In-Person Training:**

   a. **Cadaver Lab.** In-person cadaver lab session, including didactic hands-on skills lab and trauma instruction.

   b. **Custom Training (EMS Education Course).** Advanced airway and ventilator management, EKG and simulation, virtual reality lab. AMC shall travel to Customer's facility to provide these custom Training Sessions for up to 4, separate Training Sessions. Customer may distribute the 170 seats between such Training Sessions; provided, that Customer shall send at least 25 Trainees to each Training Session.

   c. **Custom Training (Cadaver Lab BLS A/P Lab).** Cadaver lab session, including trauma instruction. Customer will notify AMC of its intent to hold this custom Training Session virtually or in-person on a date to be mutually agreed by the Parties.

   d. **Custom Training (Medical Emergencies Training).** Resuscitation and shock, pediatrics and obstetrics, miscellaneous medical emergencies topics. Customer will notify AMC of its intent to hold these custom Training Sessions virtually or in-person on dates to be mutually agreed by the Parties, for up to 2 separate Training Sessions.

   The Parties acknowledge that Customer is not incurring, and AMC shall not be responsible for paying for, any travel, accommodations, or related costs or expenses for the Training Sessions.

2. **Online Training:** Critical Care Review and EMS Review Courses are delivered via an experiential, online and easy-to-use virtual environment. This engaging program offers rich visuals, animations, videos and virtual simulations to engage a variety of learning styles for acquiring the necessary curriculum to renew applicable clinical certifications.

| | Training Fees | Seat Quantity | Term | Taxes, additional fees | Total In-Person Training Fees |
|---|---|---|---|---|---|
| Cadaver Lab (CLE-12-CS) | **$997.50 per seat** | **61 seats** | **1 year** (commencing on the first anniversary of the Effective Date) | **Taxes exempt** | **$188,632** |
| Custom Training (EMS Education Course) | **$554.80 per seat** | **170 seats** | **1 year** (commencing on the Effective Date) | | |
| Custom Training (Cadaver Lab BLS A/P Lab) | **$23.75 per seat** | **109 seats** | **1 year** (commencing on the first anniversary of the Effective Date) | | |
| Custom Training (Medical Emergencies Training) | **$181.64 per seat** | **170 seats** | **1 year** (commencing on the first anniversary of the Effective Date) | | |

| | Course Enrollment Fees | License Quantity | Subscription Term | Taxes, additional fees | Total Online Training Fees |
|---|---|---|---|---|---|
| EMS Review Course (EMT-Basic) (ON-EMS2) | **$50 per license** | **59 licenses** | **1 year** (commencing on the Effective Date) | **Taxes exempt** | **$10,775** |
| EMS Review Course (Advanced) (ON-EMS3) | **$65 per license** | **50 licenses** | | | |
| EMS Review Course (Paramedic) (ON-EMS4) | **$75 per license** | **61 licenses** | | | |

| | |
|---|---|
| *Year One Due (invoiced on the Effective Date)* | **$105,091** |
| *Year Two Due (invoiced on the 1 year anniversary of the Effective Date)* | **$94,316** |
| **Total Fees:** | **$199,407** |

**CUSTOMER: LAS CRUCES FIRE DEPARTMENT**

By:_____
Name: _____
Date: _____
Billing Address: 700 N. Main, Las Cruces, NM 88001

**AMC CE, LLC**

By:_____
Name: _____
Date: _____

The terms of this Order, including pricing, are only valid for Customer execution through April 30, 2024.

TERMS OF SERVICE

Last Updated: December 22, 2023

Please carefully read the following Terms of Service (including any linked or attached terms, collectively, these “Terms” or “Terms of Service”). If you do not agree with these Terms, you must not use the Service (defined below) or any of the goods, products, services, content, features, or functionality available through the Service. By accessing or using the Service or any of the available goods, products, services, content, features, or functionality available through the Service, you represent and warrant that you have the right, permission, and ability to consent to these Terms and you agree that you have read, understand, and fully accept and agree to these Terms. Please print or electronically save a copy of these Terms for your records.

1. INTRODUCTION

1.1 Air Methods Ascend is an experiential, online and easy-to-use virtual environment, offering rich visuals, animations, and videos to engage a variety of learning styles for acquiring the necessary curriculum to renew EMR, EMT, AEMT, paramedic, critical care or flight certifications. Air Methods Ascend, including the Air Methods Ascend website (https://airmethods.thinkific.com/pages/ascend) (the “Website”), all other Ascend websites, mobile applications, platforms and other interactive formats through which the Website is delivered (collectively, the “Service”) are owned, operated and distributed by and on behalf of AMC CE, LLC (“we,” “us,” or “our”).

1.2 These Terms apply to all users of the Service (collectively, “Authorized Users,” “you,” “your,” or “yours,”), including Authorized Users who are only viewing Content (defined below) available on the Service and Authorized Users who have registered to participate in the Courses (defined below) or Webinars (defined below). Authorized Users are comprised of:

a. “Individual Users,” which are individuals with access to the Service who have registered an Account (defined below) on their own behalf or who are registered for an Account by Enterprise Users. Individual User Accounts which are linked to Enterprise Users are subject to the Enterprise Users’ control over such Accounts.

b. “Enterprise Users,” which are organizations or businesses that have access to the Service as administrators of Accounts, and that act on behalf of the Individual Users which they register. Each such Individual User Account under the authority of an Enterprise User shall be considered “linked” to their respective Enterprise Users Accounts for purposes of these Terms.

“Account” means an authorized account on the Service, which has been registered by an Individual User or Enterprise User to access and use the Service pursuant to these Terms. These Terms apply to all Authorized Users, except as otherwise explicitly limited to a category of Authorized Users in these Terms.

1.3 By agreeing to these Terms, you also agree to the following terms and conditions of our affiliate, Air Methods Corporation, which are incorporated herein by reference: Air Methods Privacy Policy (https://www.airmethods.com/privacy-policy/) (the “Privacy Policy”) and Air Methods CCPA Privacy Notice (https://www.airmethods.com/ccpa-privacy-notice/) (collectively, the “Additional Terms”). The Additional Terms shall apply to your use of the Service. To the extent there is any conflict between a term set forth in the Additional Terms and a term set forth in these Terms, the term set forth in these Terms will control.

1.4 We may, at our sole discretion, modify these Terms at any time by posting a new version on the Service. By accessing the Service at any time after such modifications, you are agreeing to such

modifications. We reserve the right to refuse to provide the Service to any person or entity for any reason in whole or in part at any time, with or without prior notice. You agree that by registering, accessing, or using the Service, you are agreeing to these Terms as a legally binding contract with us. If you do not agree to these Terms, do not register for, access, or otherwise use the Service.

2. ACCOUNTS, PASSWORDS AND SECURITY

2.1 If the Service requires you to open or register an Account, you must complete the registration process by providing us with current, complete and accurate information, as prompted by the applicable registration fields. You acknowledge that by providing any information to us which is untrue, inaccurate, not current or incomplete, we and our service providers reserve the right to terminate your access and use of the Service and any access and use of linked Individual Users. You agree to immediately update all information you provide to us upon a change, so that all information on the Service remains current, complete, and accurate. As part of the registration process, you may be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your Account and password, and for any and all activities and conduct through your Account, including that which is done by you or anyone else.

2.2 You agree to notify us immediately of any unauthorized use of your Account or any other breach of security. You also agree to ensure that you log out of your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. Neither we nor our service providers will be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. You may be held liable for any losses incurred by us, our service providers or another party due to someone else using your Account or password. We have the right to terminate any Account at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms.

3. ACCESS AND USE OF THE SERVICE

3.1 Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use the Service solely as set forth herein. We reserve the right to suspend, terminate, or modify your access to the Service, and any service or material we provide on the Service, including the Website and the Content, in our sole discretion without notice.

3.2 You may terminate your Account at any time; provided, that you will not have any right to a refund, credit, or any other consideration for such termination, except as expressly set forth in Section 13.

3.3 If your Account is linked to an Enterprise User, your access to the Service may be dependent on such Enterprise User maintaining an Account and complying with these Terms, and therefore, your access to the Service depends on such Enterprise User's compliance herewith. If such Enterprise User fails to pay any fees due to us as required herein, you may experience changes to and lose access to your Account and the Service.

3.4 We do not control the technical performance of the Service, which is the responsibility of our third-party service providers, and therefore, we will not be liable if for any reason all or any part of the Service is inaccessible, unavailable, or malfunctioning at any time or for any period. You can learn more about our third-party service providers and the functionality of the Service at https://www.thinkific.com/terms-of-service/. If you notice a performance issue with any portion of the Service, submit service requests to the ascend@airmethods.com and the Thinkific Labs, Inc. support email address provided on the Service. From time to time, we may restrict access to all or portions of the Service, to Authorized Users, including to accommodate security patches, upgrades, updates, and unscheduled downtime.

3.5 Upon the termination of your Account for any reason, you will no longer have access to your Account, the Courses, or the Webinars, and all information contained in your Account may be deleted. This information cannot be recovered once your Account is terminated. Upon the termination of your Account or of any Individual User's Account linked with Enterprise Users, such Individual User Account and all information contained in such Accounts may be deleted. This information cannot be recovered once such

Account is terminated. Termination of an Account only terminates access to the Courses and Webinars and linked Individual Users' access to the Courses and Webinars, however, it does not terminate any arrangements you have entered with other Authorized Users or third parties that do not involve AMC.

4. ENTERPRISE USER LICENSES

Enterprise Users may add or remove linked Individual Users throughout the Subscription Term (defined below), provided, that AMC will not refund or credit

Enterprise Users for any removed linked Individual Users. Enterprise Users may request that AMC provide a progress report for its linked Individual Users' Courses following the expiration or earlier termination of the Subscription Term. Enterprise Users may, by signing an Order (defined below) with AMC, add linked Individual Users during a Subscription Term, provided, that the then-current fees will apply to added linked Individual Users. The Subscription Term applicable to the added linked Individual Users will be coterminous with the Subscription Term applicable to the existing linked Individual Users. AMC is not a party to any agreement, employment arrangement, or any other relationship between Enterprise Users and linked Individual Users whereby the Enterprise User agrees to provide subscriptions to the Service or linked Individual Users agree to register Accounts and complete Courses or Webinars.

5. COURSES, WEBINARS, AND PATIENT CARE GUIDELINES

5.1 Subject to these Terms, AMC makes AMC and third-party clinical education and other courses available on the Service (collectively, the "Courses" and each a "Course"), including certain specialty training courses, which are accredited by the International Board of Specialty Certification. Certain Courses offered by AMC are designed for Authorized Users who are preparing to renew their emergency medical or clinical certifications. Subject to these Terms, AMC may also make AMC and third-party clinical education, webinars, and live virtual training available on the Service on an ad hoc basis (collectively, the "Webinars" and each a "Webinar"). When an Authorized User successfully completes all such required Courses and associated evaluations, and certain Webinars and associated evaluations, AMC will award applicable Authorized Users with completion certificates (each, a "Certificate"). Individual Users shall complete Courses and Webinars in an ethical manner in compliance with these Terms. AMC issues Certificates in reliance on such Authorized Users providing accurate, complete, and good faith representations that all required Courses and Webinars and associated evaluations were validly completed. The Courses and Webinars are independent of and do not include the patient care guidelines (collectively, "PCGs") of any specific entity, and AMC does not warrant or guarantee that Authorized Users will meet minimum required standards for clinical competency by taking the Courses and Webinars or receiving a Certificate. Authorized Users are solely responsible for learning and implementing PCGs as applicable to Authorized Users and ensuring that Authorized Users meet minimum required standards for clinical competency.

5.2 Authorized Users are solely responsible for determining the requirements for their clinical certifications, and AMC cannot guarantee that Authorized Users who complete the required Courses and Webinars will pass their certification evaluations. Courses and Webinars are subject to change at any time for any reason, including, without limitation, for changing certification requirements, state or federal nursing board standards, and loss or change in accreditation status.

6. ACCESS TO COURSES AND WEBINARS

Individual Users will receive access to each Course for a period of 1 year from the date on which the Course was paid for, except as otherwise specified in the Order or the applicable Course enrollment page (“Subscription Term”), unless earlier terminated as set forth in these Terms. Access to the Course will expire upon the expiration date of the Subscription Term unless the Individual User or Enterprise User extends access to a Course by purchasing access via the Course enrollment page or upon the execution of a separate Order. The Subscription Term for each Course will not be extended solely based on enrollment and completion of payment for separate Courses.

Individual Users will receive access to each Webinar for a limited period to be determined by AMC on a case-by-case basis.

7. COPYRIGHT, LICENSES AND USER SUBMISSIONS

7.1 All videos, audio, written materials, depictions, simulations, and all other content that we make available to Authorized Users on the Service collectively constitutes “Content,” and includes Third-Party Content (defined below). As between you and us, we are the sole and exclusive owner of the Service (including the Content, the Website and its features, functionality, information, software, text, displays, images, video, and audio, and the design, selection, and arrangement) and all intellectual property rights therein (collectively, “AMC IP”). You acknowledge and agree that, between you and us, any and all work product developed hereunder or in any manner related to the Services, including any deliverables, conceived, created, or developed, including without limitation, all "works of original authorship" and all content, inventions, improvements, enhancements, designs, ideas, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are "works for hire" and become and remain the sole and exclusive property of AMC, and AMC shall be the sole owner of all patents, copyrights and other rights in connection therewith. To the extent any such works are not deemed "works for hire," you hereby assign to AMC, your entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by the parties hereunder. AMC IP excludes intellectual property which you developed or created, and to which you have all right, title, and interest, prior to registering for the Service. AMC IP shall be considered Confidential Information (defined below), and you may only use AMC IP for purposes of participating in the Service in compliance with these Terms. You shall not use AMC IP or Third-Party Content for the development of any products or services which are competitive to the Service.

7.2 The names, logos, product and service names, designs, and slogans set forth on the Service are our or our affiliates’ trademarks and constitute AMC IP. You must not use such intellectual property without our express prior written permission.

7.3 You may only access the Content through the Service for your non-commercial, personal educational purposes. Any other use of the Service not explicitly permitted by these Terms is strictly prohibited. You may not modify, copy, reproduce, republish, upload, post, transmit, print, download, export, distribute, create derivative works from,

license, transfer, sell, or make other use of or disclose in any way and by any means, in whole or in part, in any manner, the Service or any portion thereof, including the Website, the Content, the Webinars, text, graphics, video, audio, code, and software. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Service in breach of these Terms, your right to use the Service will stop immediately and you must destroy all of the materials you have copied, modified, downloaded, or otherwise used. No right, title, or interest in or to the Service or any Content on the Service is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Service not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

7.4 The Service also contains intellectual property and copyright-protected content and material owned and provided by third parties, such as online courses, videos, files, presentations, and other media (“Third-Party Content”). Such Third-Party Content is the property of the parties that provided it and may only be accessed and used by you in accordance to the terms set by its respective owners, as such terms shall be made known to you through links to the relevant web pages of such Third-Party Content owners and licensors, or, as regards to other User Submissions (defined below), as such terms are stipulated in these Terms.

7.5 You may request to upload your Third-Party Content on the Service, and we may accept or reject such request in whole or in part at our sole discretion. Fees due to us for your Third-Party Content will typically be included in your Enrollment Fees and may be charged by AMC separately. If we accept your request to upload your Third-Party Content on the Service, you hereby agree, warrant, and represent that the Third-Party Content: (a) does not in any manner infringe, violate, or misappropriate the rights of any party, including any intellectual property rights, (b) is not harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, tortious or otherwise objectionable as determined by AMC, (c) does not violate any laws, rules, or regulations applicable to the Service, and (d) contains the following notice which is visible to Authorized Users accessing the Third-Party Content “DISCLAIMER: This content is provided

by and entirely the responsibility of [you], and does not necessarily reflect the opinions of AMC CE, LLC or its affiliates.” You shall comply with all of our verbal and written instructions regarding the manners, methods, and limitations of formatting, uploading, and modifying your Third-Party Content. By providing your Third-Party Content, you grant us a worldwide, non-exclusive, sublicensable, transferrable, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute the Third-Party Content in any and all manners on the Service, existing now or later developed. Without limiting the disclaimers otherwise set forth herein, AMC is not responsible for maintaining, monitoring, editing, or removing the Third-Party Content and AMC hereby explicitly disclaims all liability and damage arising out of or related in any manner to your Third-Party Content. AMC may revoke your right to upload, and may immediately remove any and all of, your Third-Party Content at any time, for any reason, in AMC’s sole discretion.

7.6 Content submitted by Authorized Users to the Service, feedback about the Service, and any information submitted (on message boards or other public areas of the Service) are referred to in these Terms as “User Submissions.” Whether or not any User Submission is published, it will be subject to these Terms. AMC does not guarantee and expressly disclaims any confidentiality with respect to all User Submissions. You are solely responsible for your User Submissions and the consequences of posting, submitting, or publishing them. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to your User Submissions (and all content included therein), including the right to authorize AMC to use the User Submissions in the manner contemplated by these Terms.

7.7 By submitting or posting User Submissions on or through the Service, you grant us a worldwide, non-exclusive, sublicensable, transferrable, royalty-free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute the User Submissions in any and all media or distribution methods, existing now or later developed. This includes, without limitation, making User Submissions available to other companies, or individuals who partner with us for the use, display, broadcast, distribution, or publication of content on other media, as well as using your User Submissions for marketing and sales purposes. You waive any rights of privacy, publicity, or other rights of a similar nature applicable to all these uses, to the extent permissible under applicable law. You agree to all such uses of your content with no compensation paid to you. AMC may request Enterprise Users to offer testimonials related to the Courses or Webinars and act as a customer reference for AMC. AMC owns all right, title, and interest in and to all feedback provided by Enterprise Users, their employees, contractors, and representatives related to the Service, the Courses, or the Webinars including, without limitation, feedback provided to AMC via email, and video and audio recordings. AMC may use Enterprise Users’ names, trademarks, and logos for purposes of promoting the Service, the Courses, and the Webinars.

7.8 We neither endorse nor assume any liability for the contents of any User Submission. We generally do not pre-screen, monitor, or edit User Submissions. However, we and our agents have the right at our sole discretion to remove any User Submission or other content that, in our judgment, does not comply with these Terms and any other rules of user conduct for the Service, or is otherwise harmful, objectionable, offensive, or inaccurate. We are not responsible for any failure or delay in removing any such User Submission or other content. You hereby consent to such removal and waive any claim against us arising out of such removal of any User Submission, whether it is your own or another Authorized User’s.

8. CONFIDENTIALITY

All non-public, confidential, or proprietary information ("Confidential Information"), including, but not limited to, any software, code, configurations, modules, trade secrets, specifications, designs, plans, drawings, documents, data, business operations, training materials, video, audio, content, displays, data, research, simulations, scenarios, demonstrations, care guidelines, sales or licensing strategies, strategic vendors,

business plans, organizational details, pricing, discounts, promotional strategies, and third party confidential information disclosed by AMC to you or included on the Service, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked or otherwise identified as "confidential," in connection with these Terms or the Service is confidential, solely for your use in accessing and using the Service and may not be disclosed or otherwise used. Enterprise Users shall be entirely responsible for a breach of this Section 8 by their linked Individual Users, employees, directors,

officers, contractors, agents, or representatives. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of any breach of confidentiality, (b) is obtained by you on a non-confidential basis from a third-party that was not restricted from disclosing such information, (c) you establish by written evidence, was in your possession without restriction prior to its disclosure hereunder, (d) was or is independently developed by you without using, relying on, or referencing any Confidential Information, or (e) is required to be disclosed by law or is otherwise legally compelled by a government authority. You agree to use a reasonable degree of care to secure and protect the Confidential Information.

9. ENTERPRISE USERS' RESPONSIBILITY

Enterprise Users acknowledge and agree to be entirely responsible to AMC, third parties, and Individual Users for all actions and omissions of all Individual Users and associated Accounts linked with the Enterprise Users' Account. We may suspend, terminate, and modify any and all Accounts of Enterprise Users and linked Individual Users' for Enterprise Users' failure to ensure the compliance of linked Individual Users. Without limiting the generality of the foregoing, Enterprise Users shall be entirely responsible for:

a. providing us with current, complete and accurate linked Individual User information;

b. the security and confidentiality of linked Individual Users' Account information;

c. immediately updating all linked Individual Users' information upon a change, so that all information on the Service remains current, complete, and accurate;

d. notifying us immediately of any unauthorized use linked Individual Users' Account or any other breach of security;

e. activities conducted through linked Individual User Accounts, by Authorized Users and unauthorized users; and,

f. linked Individual Users complying with the terms and conditions set forth in Section 2, Section 3, Section 5, Section 7, Section 8, and Section 11.

10. PAYMENT TERMS AND CONDITIONS

10.1 General Payment Terms and Conditions. The terms and conditions set forth in this Section 10.1 will apply to Section 10.2 and Section 10.3. By registering your Account and enrolling in Courses or Webinars, you agree to pay all applicable fees for such Courses and Webinars and any other fees AMC charges for other services, including, without limitation, the posting of your Third-Party Content (collectively, “Enrollment Fees”) as set forth on the Service or as otherwise set forth in an Order. All Enrollment Fees are payable in U.S. Dollars. You are responsible for paying all taxes, levies, duties, and similar government assessments associated with the Service other than U.S. taxes based on our net income. If you are legally entitled to an exemption from payment of any taxes, you shall submit to AMC an exemption certificate and all other legally required documentation of such exemption for each taxing jurisdiction for which you claim a tax exemption prior to enrolling for the Courses or the Webinars.

a. We reserve the right, at any time, to change any fees or charges for using any products or services provided on the Service (or to begin charging fees for any free service) without notice; provided, that we will not change any Enrollment Fees for the Courses during the current, applicable Subscription Term, except as set forth in Section 4.

b. You are responsible for monitoring your transactions and ensuring that payments are correct. You must notify us of any errors in payments made by you within thirty (30) days of the error first appearing on your electronic transaction history. Failure to notify us of such an error in accordance with these Terms will be deemed a waiver of any right to contest any charges.

c. If you are submitting a discount code or similar reduced-price code (“Discount Code”), you represent that: you are authorized to use such Discount Code, the Discount Code is valid and active, and you have not misused the Discount Code.

d. We will not intentionally accept any payment from any persons in any country or on any list prohibited by the Export Laws, nor will we intentionally issue any payments in relation to refunds or credits to any such persons or into any such countries.

e. Notwithstanding anything herein to the contrary, you agree that we may revoke at any time, for any reason or for no reason at all, the licenses and other rights granted herein in our sole and absolute discretion without advance notice or compensation. The suspension, termination, or modification of the Service or your Account will not affect your obligation to pay fees charged hereunder.

10.2 Online Payment Terms and Conditions. You agree that all payments for the Service will be made to our payments processor and provider (the “Provider,” which is currently, Stripe, Inc.), except as set forth in Section 10.3. You hereby authorize us to bill your payment instrument upon confirmation of a purchase through the Provider, and you further agree to pay any charges so incurred. We reserve the right to change the

timing of our billing, in particular, as indicated below, if your payment method has not successfully settled. AMC, in its sole discretion, has the right to suspend, terminate, and modify your Account and any linked Individual User Accounts and refuse any and all current or future use of the Service for nonpayment at any time. You agree that for discrepancies, technical difficulties, and all other problems related to your Provider account, Provider's payment processing, the handling of your payment credit card information, and any other items related to the payments hereunder which are outside of our control, you will solely look to the Provider for technical and customer support, and to seek any claims or remedies therefor.

a. You will be charged for applicable taxes for every credit card transaction submitted through the Provider. You may also be charged processing fees, surcharges, and other fees as set forth on the Service or communicated by the Provider.

b. Provider processes your personal information in accordance with its privacy policy, which may be updated from time to time, currently available at http://stripe.com/privacy. You are solely responsible for reading and understanding the Provider's terms and conditions that apply to your payments made hereunder (available at http://stripe.com). We reserve the right to change the Provider at any time, in which case you agree to take whatever steps as we may advise and require in order to migrate the payments service to another Provider.

c. You represent and warrant that all information provided to Provider is true and accurate in all material respects. You will be responsible for any loss or liability incurred by us due to activity conducted through a Provider account initiated by you or on your behalf, or using your credentials even if not authorized by you, and we may deduct such losses from your Provider account, or require you to pay such losses to us.

10.3 Purchase Order Payment Terms and Conditions. We may require Enterprise Users to make payments pursuant to a purchase order you execute with us (each, an "Order") instead of making such payments online with the Provider. If you are required to make Enrollment Fees pursuant to an Order, AMC will invoice you following the mutual execution of an Order, and you shall pay all amounts due thereunder within thirty (30) days following your receipt of the applicable invoice, via electronic payment or other method as required by AMC. To the extent there is any conflict between a term set forth in the Order and a term set forth in these Terms, the term set forth in the Order will control.

11. RULES FOR USE OF SERVICE

When you access the Service, you agree to comply with the following rules for the entirety of your access:

a. You represent and warrant that you are at least 18 years of age. If you are under age 18, you may not use the Service.

b. You must be a human to open an Account. Accounts registered by automated methods are not permitted.

c. As further set forth in Section 2.1, above: you are responsible for maintaining the security of your Account and password; we view any actions taken by your Account as taken by you; we

will not be liable for any loss or damage from your failure to comply with this security obligation; and you must provide and maintain true, accurate, current and complete information about yourself on your Account.

d. You will use the Service only for lawful purposes and agree to not use the Service in any way that will infringe upon the use or rights of AMC or any third-party.

e. Your use of the Service is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the Service.

f. You will not upload any copyrighted, trademarked, proprietary materials or other intellectual property on the Service without the express permission of the owner.

g. You understand that Courses and Webinars available through the Service are available to be viewed and accessed by other Authorized Users.

h. You agree that you will not engage in any behavior that constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, or any other form of unauthorized solicitation or communication. You agree not to search the Service to identify and contact any Individual Users in any manner.

i. You will not share Content with any third-party entity or individual. You will not record or otherwise capture and download any live Webinars for any purpose.

j. You will not upload, share, post, distribute or otherwise partake in any behavior that is unlawful, threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent, unethical, invasive of another’s privacy, tortious, information that contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), otherwise objectionable, or otherwise violates our rules or policies.

k. You will not partake in any behavior that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other protected class.

l. You will not share software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third-party.

m. You will not impersonate any person or entity, including any of our employees or representatives.

n. You will not use your Account to breach security of another Account or attempt to gain unauthorized access to another Authorized User's Account, network, or server. Not all parts of the Service may be available to you or other Authorized Users of the Service. You shall not interfere with anyone else's use and enjoyment of the Service. Authorized Users who violate systems or network security may incur criminal or civil liability.

o. You will not access, tamper with, or use non-public areas of the platform (including content storage), our computer systems or those or our service providers, or the technical delivery systems of our service providers.

p. You will not access or search or attempt to access or search our platform by any means (automated or otherwise) other than through our currently available search functionalities that are provided via the Service. You may not scrape, spider, use a robot, or use other automated means of any kind to access the Service.

q. You will not reverse engineer, disassemble, decrypt or decompile or otherwise attempt to discover the code or underlying structure, ideas, know-how, or algorithms of any software,

platform, or any other technologies supporting the Service, including in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of any portion of the Service.

r. You will not circumvent or attempt to circumvent any limitations imposed on your Account including any license, timing or use restrictions that are built into the software or Service.

s. You will not use the Service to store any sensitive information meaning personal health information, social security or national identification numbers, driver's license or passport numbers, or genetic or biometric data (collectively, "Sensitive Information").

t. You will accept all of the terms and conditions, if any, that are presented to you at the time you enroll in or access such Course or Webinar.

u. You may access Content for your information and personal use only.

AMC will not be responsible or liable for any losses or damages resulting from your misuse of the Service, or non-compliance or violation of these Terms, and such action may subject your Account and those of linked Individual User Accounts to suspension, termination, or modification.

12. DATA POLICY

12.1 We may collect personal and private information about you, including, without limitation, your name, age, email address, phone number, address, employer, title, location, bank account and payment credit card information. If you provide such information to us or the Service, you do so voluntarily and we will collect, store and use such information to fulfill our obligations to provide the Service, improve the Service, for marketing, and for other analysis and operational uses. You agree that we and our third-party providers may contact you via email and any other medium of communication you provide to us for purposes of: providing reminders and other information related to your account and the Service, soliciting your feedback and other information, promotional activity, and direct marketing. You can unsubscribe from direct marketing emails at any time pursuant to the terms of the Privacy Policy.

12.2 Our use of your demographic information and any other personal information we collect about you is subject to our Privacy Policy. By using the Service, you consent to our collection and use of personal and private information as outlined therein. Our Website service provider, Thinkific Labs, Inc. collects and uses your information pursuant to its privacy policy, available at https://www.thinkific.com/privacy-policy/, and the Provider collects and uses your information pursuant to its privacy policy, available at https://stripe.com/privacy, and your information may be used by additional third-party service providers pursuant to their respective terms.

13. REFUNDS

If a Course you purchased is not what you expected, you can request that we apply a refund to your Account for such Course in writing within 7 days of paying for the Enrollment Fees for such Course by emailing us at ascend@airmethods.com. We may delay settlement if we need to conduct an investigation or resolve any suspicious activity or pending dispute related to any transaction or your Account, for the entire time it takes for us to do so. We also may defer settlement or restrict access to your refund as required by law or court order, or if otherwise requested by law enforcement or governmental entity. We reserve the right to apply your refund as a refund credit or a refund to your original payment method, at our sole discretion. No refund is guaranteed, and no refund is due to you if you request it after the 7-day time limit has passed. Further, we reserve the right, in our sole discretion, to limit or deny refund requests in cases where we believe there is abuse, including but not limited due to the following:

a. At least 20% of the Course has been consumed or downloaded by an Authorized User before the refund was requested;

b. Multiple refunds have been requested by an Authorized User for the same Course;

c. Excessive refunds have been requested by an Authorized User; or

d. Authorized Users who have their Account reported, banned or Course access terminated due to a violation of these Terms.

14. DISCLAIMERS; LIABILITY LIMITATION

14.1 To the fullest extent permitted by law, you assume all risk related to and release us, our affiliates, and our and their respective officers, directors, employees, agents, service providers, and their respective successors and assigns (collectively, the “Released Parties”) from any claims or damages of any kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, associated with any dispute relating to the Service or any transaction or attempted transaction with Provider or another Authorized User of the Service. You agree, understand, and intend that this assumption of risk and release is binding upon you and your heirs, executors, agents, administrators, and assigns.

14.2 All portions of the Service, including AMC IP and Third-Party Content, are provided on an “as-is” and “as-available” basis, without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the previous sentence, we make no warranty that: (a) the Service will meet your requirements, (b) the Service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the Service will be effective, accurate or reliable, or (d) the quality of any Course, Webinar, or the Service, or any other products, services, or information purchased or obtained by you from the Service, from us, or our service providers will meet your expectations, or be free from mistakes, errors, or defects.

14.3 The Service may include Third-Party Content, including materials provided by third-party licensors. All statements and opinions expressed in these materials, and all articles and other content, other than the Content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible or liable to you or any third-party, for the content or accuracy of any materials provided by any third parties, including any Third-Party Content. Neither we nor any other related party or service provider shall be liable in any way for any third-party goods or services, or Third-Party Content offered through the Service or for assistance in conducting commercial transactions with Authorized Users of the Service. If the Service contains links to other websites, mobile applications, and resources provided by third parties (“Third-Party Sites”), these links are provided for your convenience only. We have no control over the contents of Third-Party Sites and accept no responsibility for Third-Party Sites or for any loss or damage that may arise from your use of Third-Party Sites. If you decide to access any of the Third-Party Sites or the Third-Party Content, you do so entirely at your own risk and subject to the terms and conditions of use for such websites and such content.

14.4 You understand and agree that temporary interruptions of the Service may occur as normal events. You further understand and agree that we have no control over third-party networks you may access to use the Service, and delays and disruption of other network transmissions are completely beyond our control. While we work to protect the

security of your Account and related information, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures.

14.5 We are based in the United States, and the Service is designed solely for use by persons and organizations located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and risk, and are responsible for compliance with local laws.

14.6 The use of the Service or the downloading or other obtaining of any materials through the Service is done at your sole discretion and risk, and with your agreement that you will be solely responsible for any damage, loss, or loss of data that results from such activities.

14.7 In no event shall we, any of our related companies, the Released Parties, or service providers be liable to you or any third parties for any special, punitive, incidental, indirect or consequential damages of any kind, or any other damages, including, without limitation, those resulting from loss of use, data, or

profits, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of the Service or any website referenced in or linked in the Service. In no event will the total liability of ours or any of our related parties to you or any of your related parties for any and all damages, losses, and causes of action (collectively, “Loss”) exceed the Enrollment Fees paid by you in the twelve months preceding the Loss, for the Course(s) or Webinar(s) which caused such Loss.

14.8 To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

15. INDEMNIFICATION

15.1 You agree to defend, indemnify, and hold us and the Released Parties harmless from and against all demands, claims, actions, suits, investigations, liabilities, losses, damages, and expenses, including reasonable attorneys’ fees (collectively, “Claims”), that arise directly or indirectly from or out of: (a) your (or your linked Individual Users’) alleged or actual breach or violation of these Terms, (b) your (or your linked Individual Users’) User Submissions, including any allegation that such User Submission violates any applicable law or infringes or otherwise violates any intellectual property rights or other rights of any person, entity or estate, (c) the actions or omissions of third parties in connection with the provision of any component of the Service, including the provision of Third-Party Content, (d) any Claims between your employees or linked Individual Users and you, (e) your (or your Individual Users’) acts or omissions in connection with the Service, including your access and use of the Service and your Provider account, (f)

any Individual User's alleged or actual failure to comply with PCGs or clinical competency standards, or (g) your provision of Third-Party Content. Each Individual User linked with an Enterprise User hereby agrees to look only to such Enterprise User for any intended remedy, damage, or remuneration hereunder and hereby releases and agrees to hold harmless us and the Released Parties from all Claims involving a dispute between such Individual User and such Enterprise User.

15.2 We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

15.3 You acknowledges that you are aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows: "[a] general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." To the extent of the release set forth in these Terms, you hereby waive and relinquish all rights and benefits which you may have under Section 1542 of California Civil Code.

16. ARBITRATION; WAIVER OF JURY TRIAL AND CLASS ACTION

At our sole discretion, we may require you to submit any disputes arising from these Terms or use of the Service, including disputes arising from or concerning the interpretation, violation, invalidity, non-performance, or termination of the Service or your Account, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Colorado law. You hereby consent to the exclusive personal jurisdiction and venue of the state and federal courts in the State of Colorado in connection with any dispute related to these Terms or any of the matters contemplated hereby. Any cause of action or claim you may have arising out of or relating to these Terms or the Service must be commenced within one year after the cause of action accrues. Otherwise, such cause of action or claim is permanently barred. If a claim related to the Service or these Terms proceeds in court, you and we each unconditionally waive any right to a jury trial. You and we also agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class, or representative or private attorney general action or proceeding.

17. RELATIONSHIP OF THE PARTIES

You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you (or your linked Individual Users) and us as a result of your use of your Account. Our relationship with

you (and your linked Individual Users) as set forth in these Terms is that of independent contractors. Nothing in these Terms is intended or shall be construed as creating any

kind of partnership, joint venture, or agency relationship between you (or your linked Individual Users) and us. In no event will we or you, or either of our employees, agents or subcontractors, be deemed in any to be employees, agents or subcontractors of the other. You agree not to hold yourself out as a representative, agent or employee of ours and acknowledge that we may not be held liable by reason of any representation, act or omission to act by you.

18. NO REFERRAL CONTINGENCY

You and we agree that the benefits to each hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either us or you in any facility, controlled, managed, or operated by any party to these Terms. It is not the purpose nor is it a requirement of these Terms to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under these Terms is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. Neither we nor you shall make or receive any payment that would be prohibited under state or federal law.

19. MISCELLANEOUS

19.1 The following terms shall survive the termination of your use of the Service: Section 2, Section 5, Section 7, Section 8, Section 9, Section 12, Section 14, Section 15, Section 16, Section 17, Section 18, and Section 19.

19.2 These Terms and any dispute or claim arising out of or related to these Terms, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado.

19.3 These Terms, including the Additional Terms and Order, as applicable, constitute the entire agreement between you and us concerning the Service. If any provision of any such document is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect. Our failure to insist upon or enforce strict performance of any provision of these Terms or acceptance of fees will not be construed as a waiver of any provision or right to exercise any other right or remedy provided herein, at law, or in equity. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you.

19.4 By agreeing to these Terms (including by signing an Order), you represent and warrant that you have full authority to agree to these Terms and bind yourself or the applicable contracting entity to these Terms.

19.5 Most communication between us and you will be sent and received electronically. You agree that all electronic communication from us to you shall satisfy any legal requirements that such communications be in writing.

19.6 If you have questions, concerns, and feedback about the Service, email us at ascend@airmethods.com.

CLINICAL EDUCATION AGREEMENT TERMS

Last Updated: December 22, 2023

Please carefully read the following Clinical Education Agreement (including any linked or attached terms, collectively, this “Agreement”). If you do not agree with the Agreement, you must not sign the Order (defined below) or any of the goods, products, services, content, features, or functionality available through the Services (defined below). By accessing or using the Services or any of the available goods, products, services, content, features, or functionality available through the Services, you represent and warrant that you have the right, permission, and ability to consent to this Agreement and you agree that you have read, understand, and fully accept and agree to this Agreement. Please print or electronically save a copy of this Agreement for your records.

This Agreement dated as of the date of the last signature on the Order (the “Effective Date”), is entered into by and between AMC CE, LLC, a Delaware limited liability company, with offices located at 5500 S. Quebec St., Ste. 300, Greenwood Village, Colorado 80111 (“AMC”) and “Customer,” identified on the Order (together with AMC the “Parties,” and each a “Party”).

WHEREAS, AMC has the capability and capacity to provide flight line readiness and critical care clinical education services; and,

WHEREAS, Customer desires to retain AMC to provide such services, and AMC is willing to perform such services pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CLINICAL EDUCATION SERVICES

1.1 AMC shall provide the selected clinical education services set forth on the Purchase Order(s) which are mutually executed by the Parties (each, an “Order,” and collectively,

"Orders"), each of which is incorporated herein by reference (collectively, the "Services"). The Services shall be provided to Customer's designated trainees (each, a "Trainee") at AMC's training center located at 5500 S. Quebec St., Greenwood Village, Colorado 80111 or another location provided by AMC or the Customer (the "Training Center"). The Services include the following clinical education, as set forth on the Order:

(a) "Flight Line Readiness" is a five (5) day, didactic and simulation-based readiness course for clinicians preparing to work in the air medical profession. The course includes flight crew training as approved by the Federal Aviation Administration, high-fidelity simulation equipment, interactive mannequins, virtual reality tools, and cadaver labs.

(b) "Critical Care Readiness" is a three (3) day, didactic and simulation-based readiness course for clinicians preparing to work in critical care. The course includes high-fidelity simulation equipment interactive mannequins, virtual reality tools, and cadaver labs.

(c) "Simulation Lab" and "Cadaver Lab" are two (2) day, didactic and simulation-based readiness course for clinicians completing recurrent clinical training. The course includes high-fidelity simulation equipment interactive mannequins, virtual reality tools, and cadaver labs.

(d) "Custom Training" is a non-standard clinical education course designed by AMC in cooperation with the Customer.

The foregoing standards are typical to each applicable course, provided, however, that length and substance of each course is subject to change, including, without limitation, based on Customer requests, AMC requirements, and other factors. There will be no force or effect to any different terms of any related purchase order or similar form provided by Customer or any terms which Customer adds to an Order, even if such form or Order is signed by the Parties.

1.2 Customer shall select training dates which were proposed by AMC at least forty-five (45) days prior to the scheduled commencement of such training (each, a "Training Session"). Customer shall submit a written request to AMC to reschedule a Training Session at least thirty (30) days prior to the first day of the applicable Training Session. If AMC accepts such request, which is subject to availability, Customer shall pay for any Adjustments (defined below) caused by such change. In order to cancel a Training Session, Customer shall provide written notice to AMC at least thirty (30) days prior to the first day of the applicable Training Session. Customer shall not be entitled to any refund, credits, or other consideration hereunder for cancelled Training Sessions. Notices required pursuant to this Section may be made via email to a representative designated by AMC.

1.3 AMC may reschedule or cancel Training Sessions for any reason by providing written notice to Customer at least thirty (30) days prior to the first day of the applicable Training Session. AMC shall provide a refund to Customer for prepaid amounts

attributable to Training Sessions which were cancelled by AMC pursuant to this Section. The foregoing is Customer's sole and exclusive remedy for such rescheduling and cancellation, and Customer will not be entitled to any other refunds, credits, or other consideration hereunder.

1.4 AMC provides certain training curriculum which has been accredited by the Commission on Accreditation for Pre-Hospital Continuing Education ("CAPCE"). Customer hereby acknowledges that the Services are independent of and do not include Customer's patient care guidelines (collectively, "Customer PCGs"), and AMC does not warrant or guarantee that Trainees will meet minimum required standards for clinical competency. Customer is solely responsible for training the Trainees on Customer PCGs and ensuring that the Trainees meet minimum required standards for clinical competency.

1.5 Nothing in this Agreement shall be construed to prevent AMC from performing for itself or third parties any services that are similar to or identical to the Services.

2. CUSTOMER OBLIGATIONS Without limiting the generality of Customer's obligations set forth herein, Customer shall be responsible for all of the following obligations:

2.1 Designate one of its personnel to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager") and provide the following contact information for the Customer Contract Manager: email address (including a shared accounts payable email address if applicable) and phone number. Customer shall require that the Customer Contract Manager respond promptly to any reasonable requests from AMC for instructions, information, or approvals. Customer shall immediately notify AMC if the Customer Contract Manager changes.

2.2 Verify that all Trainees: (a) are employees or contractors of Customer or its Affiliates, in "good-standing" pursuant to employee handbooks, codes of conduct and other employment policies, (b) have passed formal background checks prior to the Training Session, (c) have been screened for exclusion on the Office of the Inspector General list, and (d) have had their state professional licensure or certification verified. "Affiliates" means any entity controlling, controlled by, or under common control, with such entity, existing now or in the future.

2.3 Cause all Trainees to comply with AMC's access, security, safety, and other policies, regulations, and rules while at the Training Center throughout the Training Sessions.

2.4 In case of a Trainee becoming ill or injured while participating in the Training Sessions, Customer shall be responsible for Trainees' medical care and treatment, including transportation. In no event will AMC be financially responsible for such medical care and treatment.

2.5 Be entirely responsible to AMC and third parties for the actions and omissions of Trainees during all Training Session activities. If, in the reasonable opinion of AMC, a Trainee does not demonstrate a high degree of professionalism and ethical conduct during the Training Session, AMC may remove such Trainee from any portion of the Training Session, and require Customer to immediately, at its sole cost and expense, organize the return transportation for such Trainee. The foregoing shall not limit AMC from taking any other actions which are appropriate, in AMC's sole discretion, for the safety and effectiveness of the Training Sessions.

3. FEES AND EXPENSES

3.1 In consideration of the Services to be performed under this Agreement, Customer shall pay to AMC the fees set forth on in the Orders (collectively, the "Training Fees," together with any other amounts due hereunder, the "Fees"). AMC shall invoice Customer following the mutual execution of each Order, and Customer shall pay all amounts due thereunder within thirty (30) days following Customer's receipt of the applicable invoice. For recurring annual Training Fees, AMC shall also invoice Customer on each subsequent annual anniversary of the Order Effective Date. Customer shall also reimburse AMC for additional fees, charges, taxes, and other costs attributable to rescheduled, modified, and cancelled Training Sessions and travel reservations (collectively, "Adjustments"). AMC shall invoice Customer for any Adjustments as such costs arise, and Customer shall pay such invoice within thirty (30) days following Customer's receipt of the applicable invoice.

3.2 The Party selected in an Order shall be responsible for paying the following Training Session expenses for each Trainee: (a) round trip, economy (or equivalent) air fare to and from Denver, Colorado or the applicable Training Center location, (b) hotel accommodations for the number of days of the Training Sessions, (c) ground transportation arrangements to and from the airport, the hotel, and the Training Center, (d) meals for each day of the Training Sessions, and (e) all taxes, levies, duties, and similar government assessments which are attributable to the foregoing.

3.3 Customer shall be entirely responsible for, any and all other fees, charges, taxes, and other liability related to amounts not explicitly set forth in Section 3.2, including, without limitation, rescheduled, cancelled, or missed flights or ground transports, hotel charges, and personal expenses, all of which constitute "Adjustments."

3.4 To the extent that AMC is responsible for travel and accommodations, AMC will, at its cost and expense, attempt to re-book reservations which were cancelled or rescheduled by air carriers, ground transportation providers, and hotels. The Parties shall mutually agree on a rescheduled Training Session.

3.5 If Customer is legally entitled to an exemption from payment of any taxes, Customer shall submit to AMC an exemption certificate and all other legally required documentation of such exemption for each taxing jurisdiction for which it claims a tax exemption on or before the Effective Date.

4. TERM, TERMINATION, AND SURVIVAL

4.1 This Agreement shall commence as of the Effective Date, shall continue thereafter until all Orders expire or are terminated (the “Term”).

4.2 Each Order shall commence upon the mutual execution of the Order, shall continue thereafter for the term set forth in such Order (“Initial Term”), and shall automatically renew for one

(1) year periods, (each, a “Renewal Term” and together with the Initial Term, the “Order Term”), unless either Party provides written notice of its intent not to renew at least ninety (90) days’ prior to the expiration of the current term, or as otherwise terminated pursuant to this Section. All Orders will automatically terminate upon the termination of this Agreement.

4.3 Either Party may terminate this Agreement and any Orders hereunder by giving written notice to the other Party (the “Defaulting Party”), if the Defaulting Party does any of the following:

(a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) Becomes insolvent or subject to any proceeding under any bankruptcy law which is not dismissed or vacated within sixty (60) days after filing, is dissolved or liquidated, makes a general assignment for the benefit of creditors, or has a receiver, trustee, custodian, or similar agent appointed by order of any court to take charge of or sell any material portion of its property or business.

4.4 Without limiting its rights pursuant to Section 4.2, AMC may immediately terminate this Agreement and any Orders hereunder: (a) if Customer fails to pay any outstanding amounts following ten (10) days’ written notice (email sufficient) from AMC that such amounts are outstanding, (b) if Customer fails to comply with the notice or timing requirements set forth in Sections 1.2 and 1.3, or (c) following a breach of Sections 6 or 10.

4.5 AMC may terminate this Agreement and any Orders hereunder upon ninety (90) days’ prior written notice for any reason; provided, however, that AMC shall provide a refund to Customer for prepaid amounts attributable to Training Sessions which were cancelled by AMC pursuant to this Section 4.5. The foregoing is Customer’s sole and exclusive remedy for such cancellation, and Customer will not be entitled to any other refunds, credits, or other consideration hereunder.

5. INTELLECTUAL PROPERTY Between the Parties, AMC owns all right, title, and interest in and to all Services, training materials, and presentations provided hereunder, including, without limitation, written materials, graphics, depictions, and instructions

(collectively, “AMC IP”). The Parties acknowledge and agree that any and all work product developed hereunder, including any deliverables, conceived, created, or developed during the term of the Agreement, including without limitation, all “works of original authorship” and all content, inventions, improvements, enhancements, designs, ideas, processes, techniques, discoveries, or know-how, whether or not patentable or copyrightable, are “works for hire” and become and remain the sole and exclusive property of AMC, and AMC shall be the sole owner of all patents, copyrights and other rights in connection therewith. To the extent any such works are not deemed “works for hire,” Customer hereby assigns to AMC, Customer's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by the Parties hereunder. AMC IP shall be considered Confidential Information (defined below), and Trainees may only use AMC IP for purposes of participating in the Training Session. Trainees and Customer shall not use AMC IP for the development of any products or services which are competitive to the Services.

6. CONFIDENTIALITY All non-public, confidential, or proprietary information (“Confidential Information”) of Customer and AMC, including, but not limited to, any trade secrets, specifications, designs, plans, drawings, documents, data, business operations, pricing, discounts, training materials, content, displays, data, research, simulations, scenarios, demonstrations, and care guidelines, disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for Disclosing Party’s and its employees’, directors’, officers’, contractors’, agents’, and representatives’ use in performing this

Agreement and may not be disclosed or used unless authorized by Disclosing Party in writing. Each Party shall be entirely responsible for a breach of this Section by its employees, directors, officers, contractors, agents, or representatives. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of any breach of confidentiality, (b) is obtained by Receiving Party on a non-confidential basis from a third party that was not restricted from disclosing such information, (c) Receiving Party establishes by written evidence, was in Receiving Party's possession prior to its disclosure hereunder, (d) was or is independently developed by Receiving Party without using, relying on, or referencing any Confidential Information, or (e) is required to be disclosed by law or is otherwise legally compelled. Receiving Party shall use a reasonable degree of care to secure and protect the Disclosing Party’s Confidential Information.

7. INDEMNIFICATION; LIABILITY LIMITATIONS Customer hereby indemnifies, defends, and holds harmless AMC and its officers, directors, members, managers, shareholders, partners, employees, agents, Affiliates, successors, and assigns (collectively, the “Indemnified Parties”) against any and all losses, damages, liabilities, claims, actions, judgments, settlements, penalties, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from any claim of a third

party, Customer, or Trainee in connection with: (a) the actions and omissions of the Trainees, (b) the negligence or higher culpability of Customer, its employees, contractors, or agents, (c) any Trainee's alleged or actual failure to comply with Customer PCGs or clinical competency standards, or (d) any Trainee's claim against AMC based on joint employer liability. In no event shall either Party be liable for any special, punitive, incidental, indirect, or consequential damages of any kind whether or not the Party has been advised of the possibility of such damages, and on any theory of liability. Further, in no event shall the total liability of AMC hereunder for any damages exceed the amount of Fees paid by Customer in the twelve (12) months prior to the event giving rise to the claim.

8. INSURANCE

8.1 Throughout the Term, Customer shall, at its own expense, maintain and carry insurance in full force and effect: (a) commercial general liability with limits no less than $1 million per occurrence and $2 million in the aggregate, which policy will include contractual liability coverage insuring the activities of Customer under this Agreement, and (b) workers' compensation insurance to the extent required by law. The certificate of insurance shall name AMC and its lessor as an additional insured. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against AMC's insurers and AMC or the Indemnified Parties. Customer shall provide to AMC certificates of insurance evidencing the foregoing coverages prior to the first Training Session, and on an annual basis promptly following the renewal of each policy.

8.2 Throughout the Term, AMC shall, at its own expense, maintain and carry insurance in full force and effect: (a) commercial general liability with limits no less than $1 million per occurrence and $2 million in the aggregate, and (b) workers' compensation insurance covering its employees for as required by law.

9. MARKETING Following AMC's reasonable request, Customer agrees to offer testimonials related to the Training Sessions and act as a customer reference for AMC. AMC owns all right, title, and interest in and to all feedback provided by Customer, its employees, contractors, and representatives related to the Services. AMC may use Customer's name, trademarks, and logos for purposes of promoting AMC clinical education services.

10. FORCE MAJEURE Except with respect to Customer's obligation to pay AMC as set forth in Section 4, neither Party (the "Impacted Party") shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Impacted Party's failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)") flood, fire, earthquake, explosion, war,

hostilities, civil unrest, government order, law, or action, national or regional emergency, and other events beyond the control of the Impacted Party.

11. INDEPENDENT CONTRACTOR The relationship of the Parties as set forth in this Agreement is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the Parties. Neither Party nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of the other Party. AMC has no right or duty to supervise, manage, control, or direct Trainees in the course of their employment or contractual relationship with Customer or its Affiliates. No workers' compensation or unemployment compensation insurance has been or will be obtained by AMC on account of the Trainees. Customer agrees to provide workers' compensation coverage and unemployment compensation for the applicable Trainees, including coverage during their participation in the Training Sessions. AMC shall define the scope of the Training Sessions and Customer shall exercise independent judgment regarding the manner in which the Trainees participate in the Training Sessions. Neither Customer nor the Trainees shall have any right or authority to assume or create any obligation of any kind or to make any representation or warranty on behalf of AMC, whether express or implied, or to bind AMC in any respect.

12. NOTICES All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address first set forth above (or to such other address that the receiving Party may designate from time to time in writing and in accordance with this Section). Unless otherwise set forth herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail, in each case, return receipt requested, postage prepaid. Except as otherwise provided in this Agreement, a Notice is effective upon receipt by the receiving Party, if the Party giving the Notice has complied with the requirements of this Section. If email Notice is permitted pursuant to the terms of this Agreement, such Notice shall only be effective upon AMC's acknowledgement of receipt of such Notice.

13. NO EXCLUDED PROVIDERS Customer represents and warrants that it does not employ or contract with any individual or entity who is excluded from participation in Medicare or any federal health care program under sections 1128 and 1128A of the Social Security Act or as defined at 42 U.S.C. § 1320a-7b(f). Customer represents and warrants that Customer is not excluded from participation in any federal health care program as defined at 42 U.S.C. § 1320a-7b(f). Customer will notify AMC immediately in the event Customer is excluded from participating under Medicare or any other governmental program at which time AMC will have the right to immediately terminate this Agreement.

14. COMPLIANCE WITH LAW Each Party hereby represents that it is in compliance with and shall comply with all applicable laws, regulations, and ordinances, and it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

15. NO REFERRAL CONTINGENCY The Parties agree that the benefits to each hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility, controlled, managed, or operated by any Party. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No Party shall make or receive any payment that would be prohibited under state or federal law.

16. SEVERABILITY If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. AMENDMENTS AMC may modify the terms of this Agreement at any time by posting a new version on the Air Methods Ascend website (https://airmethods.thinkific.com/pages/ascend). Notwithstanding the foregoing, Customer and AMC shall be bound by the version of the terms of this Agreement which were in effect on the Air Methods Ascend website at the time the Parties executed the Order, except as otherwise amended, modified, or supplemented by mutual written agreement of the Parties.

18. CUMULATIVE CLAIMS; WAIVER All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

19. ASSIGNMENT Customer shall not assign, transfer, or subcontract any of its rights or obligations under this Agreement, without the prior written consent of AMC. Any purported assignment or delegation in violation of this Section shall be null and void, and no assignment shall relieve Customer of any of its obligations hereunder.

20. ENTIRE AGREEMENT This Agreement, including and together with any related purchase orders, statements of work, exhibits, schedules, attachments, and appendices signed by Customer and AMC, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

21. SURVIVAL The rights and obligations of the Parties set forth in Section 1.4, Section 1.5, Sections 2-3, Sections 5-9, Sections 12-17, Section 19, and Section 23, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

22. AUTHORITY TO BIND; SUCCESSORS AND ASSIGNS By signing the Order, Customer's signatory representative hereby represents and warrants that they have full authority to agree to and bind the Customer to this Agreement. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

23. NO THIRD-PARTY BENEFICIARIES This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. CHOICE OF LAW; FORUM; FEES This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof. The Parties hereby consent to the personal jurisdiction and venue of the state and federal courts in the State of Colorado.

25. ADDITIONAL TERMS By agreeing to this Agreement, Customer also agrees to the following terms and conditions of our affiliate, Air Methods Corporation, which are incorporated herein by reference: Air Methods Privacy Policy (https://www.airmethods.com/privacy-policy/) (the "Privacy Policy") and Air Methods CCPA Privacy Notice (https://www.airmethods.com/ccpa-privacy-notice/) (collectively, the "Additional Terms"). The Additional Terms shall apply to Customer's use of the Services. To the extent

there is any conflict between a term set forth in the Additional Terms and a term set forth in this Agreement, the term set forth in this Agreement will control.

26. COUNTERPARTS This Agreement, through the execution of the Order, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

27. EXECUTION OF ORDER; CONFLICT By signing the Order, Customer agrees to all of the terms and conditions of this Agreement, which are hereby incorporated in their entirety into the Order. To the extent that there is a conflict between a term set forth in an Order which has been executed by AMC and a term set forth in this Agreement, the term set forth in the Order will control.

**25-018**

**Type of Action:**
**☒ Resolution**
**☐ Ordinance**
**☐ TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | **☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A** | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Virginia Barela | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT FOR MEDICAID AMBULANCE REPORTING WITH PUBLIC CONSULTING GROUP, LLC OF BOSTON, MASSACHUSETTS IN AN ANNUAL AMOUNT NOT TO EXCEED $300,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.**

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

## PURPOSE(S) OF ACTION:

To award a contract price agreement

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Las Cruces Fire Department (LCFD) provides ambulance services to the Las Cruces Community for the purposes of issuing life-saving care, relief of medical symptoms, and transportation to medical facilities as appropriate for each medical event. These services may be eligible to participate in a state and federal program that seeks Medicaid reimbursement for Emergency Medical Services (EMS).

In 2022, LCFD provided 876 transports, at an estimated cost of $1,699.52 per program covered transport, for a total estimated cost of $1,488,779.52. These costs may be supplemented through the federal Ground Emergency Medical Transportation (GEMT) program and the New Mexico Emergency Ground Ambulance Service (NMEGAS) program. The Federal Medical Assistance Percentage (FMAP) for New Mexico is 71.68%. By participating in the NMEGAS program LCFD can be reimbursed the FMAP of 71.68% of the actual cost of providing ground ambulance transportation services to persons participating in Medicaid.

LCFD will need assistance in the preparation of Medicaid cost reports and Medicaid ground ambulance data collection to receive reimbursements for these services. The payment model must comply with Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and all New Mexico State and Federal statutes and regulations. Additionally, the model should be designed to capture the actual total cost of providing these services per transport.

LCFD seeks services to assist with the development and management of the NMEGAS program. These services will ensure compliance with all regulations and maximize revenues. Additionally, these services will include preparation of cost reporting, Medicaid ground ambulance data, management of report submittal deadlines, and assistance with audit requests.

Public Consulting Group, LLC of Boston, Massachusetts entered into Agreement No. 2020-0257-FD with Santa Fe County, New Mexico, for alternative payment model for Medicaid and Medicare ground ambulance data collection consulting services.

Las Cruces Municipal Code, Chapter 24, Section 24-4(24b) Authorized exemptions, authorizes the City of Las Cruces (City) to utilize contracts from intrastate or interstate governmental bodies and their agencies. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs.

LCFD wishes to utilize this contract to assist with the development and management of an alternative payment model. The contract will be effective through January 4, 2025. The cost of services will be 15% of revenues collected. Currently, estimated costs associated with these services are to total $188,375.04. LCFD is requesting authorization to enter into a purchase agreement with Public Consulting Group, LLC of Boston, Massachusetts to be paid 15% of revenues collected, but not to exceed $300,000. Should revenues increase, and the amount to be paid is estimated to exceed $300,000, further Council approval will be required.

The budget department will be taking a resolution on 08/19/2024 that will amend both revenues and expenditures in the amount of $ 189,000.

**SUPPORT INFORMATION:**
Exhibit "A" - Medicaid Ambulance Reporting Agreement

**PLAN(S):**
None

**COMMITTEE/BOARD REVIEW:**
None

**DOES THIS AMEND THE BUDGET?:**
☐ Yes
☒ No

**BUDGET / FISCAL IMPACT:**

**BUDGETED AMOUNT:** $0 **AVAILABLE AMOUNT:** $0 **EXPENDITURE AMOUNT:** $188,375.04

**Funding Source(s):**
Expense: 1000-10433002-721080-25000
Revenue: 1000-10433002-591190-25000

**Overall Budget Impact:**
Las Cruces Fire Department is projecting expenditures for these services to be $188,375.04. These services will allow the Las Cruces Fire Department to request reimbursement for qualified ambulance services. The estimated reimbursement total to be collected is $1,200,000.00.

**Does this action amend the Capital Improvement Plan (CIP)?**
☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**
☐ Yes
☒ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the resolution to authorize the City to enter into a purchase agreement with Public Consulting Group, LLC of Boston, Massachusetts, in an annual amount not to exceed $300,000 and adjust the FY2025 Budget.
2. Vote "No"; this will deny the purchase agreement with Public Consulting Group, LLC of Boston, Massachusetts and will not adjust the FY2025 Budget.
3. Vote to "Amend"; this could modify the resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the authorization to contract with Public Consulting Group, LLC and may result in lost reimbursement for services.

**RESOLUTION 25-018**

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT FOR MEDICAID AMBULANCE REPORTING WITH PUBLIC CONSULTING GROUP, LLC OF BOSTON, MASSACHUSETTS IN AN ANNUAL AMOUNT NOT TO EXCEED $300,000, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.**

The City Council is informed that:

**WHEREAS**, the Las Cruces Fire Department (LCFD) provides ambulance services to the Las cruces community; and

**WHEREAS**, these services may be eligible to participate in a program that seeks Medicaid reimbursement for Emergency Medical Services (EMS); and

**WHEREAS**, LCFD seeks services to assist with the development and management of the New Mexico Emergency Ground Ambulance Service (NMEGAS) program for ambulance services to receive reimbursement; and

**WHEREAS**, Public Consulting Group, LLC of Boston, Massachusetts entered into Agreement No. 2020-0257-FD with Santa Fe County, New Mexico for alternative payment model for Medicaid and Medicare ground ambulance data collection consulting services; and

**WHEREAS**, Las Cruces Municipal Code, Chapter 24, Section 24-4(24b) Authorized exemptions, authorizes the City of Cruces (City) to utilize contracts from intrastate or interstate governmental bodies and their agencies. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs; and

**WHEREAS**, LCFD wishes to enter into a purchase agreements utilizing Agreement No. 2020-0257-FD through January 4, 2025, in an annual amount not to exceed $300,000; and

**WHEREAS,** this adjustment will not delete the General Fund 2/12th reserve requirement.

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

**(I)**

**THAT** this Resolution authorizes the City to enter into a purchase agreement with Public Consulting Group, LLC of Boston, Massachusetts, as shown in Exhibit "A" attached hereto and made part of this resolution, is hereby approved.

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

Exhibit "A"

# CITY OF LAS CRUCES

## EXISTING CONTRACT PURCHASE AGREEMENT

## SANTA FE COUNTY
## CONTRACT NO. 2020-0257-FD/MM

## MEDICAID AND MEDICARE AMBULANCE REPORTING

Pursuant to terms and conditions of Santa Fe County Contract No. 2020-0257-FD/MM, dated January 5, 2021, between the Santa Fe County and Public Consulting Group, Inc. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of August, 2024, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (24).

2. In a satisfactory and proper manner, the CONTRACTOR shall perform services pursuant to Santa Fe County Contract No. 2020-0257-FD/MM, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with Santa Fe County Contract No. 2020-0257-FD/MM.

4. In consideration for the satisfactory delivery of services, the CONTRACTOR shall be compensated pursuant to the cost terms of Santa Fe County Contract No. 2020-0257-FD/MM. Cost of services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City

shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.

9. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

PUBLIC CONSULTING GROUP, INC.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

fw BO 7/15/24
_____
City Attorney

Revised: May 2023

# Attachment A

PUBLIC CONSULTING GROUP
Solutions that Matter

***TO:*** ***Las Cruces Fire Department***

***FROM:*** ***Alissa Narode, Public Consulting Group***

***RE:*** ***EGAS Sole Source Contract Memo***

***DATE:*** ***June 17, 2024***

Public Consulting Group LLC (PCG) understands that the City of Las Cruces Fire Department (Las Cruces) is interested in procuring services in the development and administration of an Emergency Ground Ambulance Services (EGAS). ***The implementation of an EGAS in the state of New Mexico could lead to Las Cruces gaining an additional $1 million per year in additional Medicaid reimbursement for Emergency Medical Services (EMS).*** Since 2006, which began the inception of ASPPs nationally, PCG has proven its value by working with a wide range of city and county fire departments and ambulance service providers across the country. These efforts have led to maximizing Medicaid reimbursement, while assuring program compliance for the EMS provider community. PCG is the best choice for Las Cruces in the pursuit of this program. The following paragraphs provide an overview of PCG's unmatched services which justify a single source contract for the ASPP.

***PCG is the only vendor with the necessary program knowledge and experience to support your department.***

For over 15 years, PCG has been working with individual fire and EMS departments to increase Medicaid reimbursement for ambulatory services. Most notably, PCG assisted the State of Texas with the establishment of the first Ambulance Supplemental Payment Program in the country, and subsequently supported the Commonwealth of Massachusetts and the State of Colorado with the approval and implementation of their programs. As the result of our dedicated work in this arena, PCG has acquired in-depth expertise working with city governments, fire departments, Medicaid agencies, and ambulance service providers to identify reimbursable costs and to complete or facilitate the completion of the required annual cost report. More recently, PCG has worked with hundreds of EMS providers in over 20 states to establish these programs and navigate and streamline the process of cost reporting, revenue maximization, and audits. **PCG works with every NM provider participating in the EGAS program.**

No other team is more qualified as subject matter experts in Medicaid cost reporting and supplemental reimbursement. Our project team for this engagement includes experts across the country who are well versed in all phases of Medicaid and Medicare cost reporting, across many landscapes and provider types. Our staff have designed and built cost reporting programs for many state Medicaid agencies and manage the development and submission of over 500 cost reports for public EMS service providers, which far surpasses that of any other vendor. In fact, **PCG is the only vendor that has contracted with state**

PUBLIC CONSULTING GROUP
Solutions that Matter

**Medicaid agencies and EMS providers to design, implement, and administer these programs. PCG is also the only vendor to offer the full set of comprehensive A-Z services, from program design to program administration and auditing, Las Cruces is seeking.**

***By pursuing a single source EGAS contract, Las Cruces will be able to garner millions of dollars in additional reimbursement that will otherwise be foregone due to delays through a competitive procurement process.***

To achieve the goal of implementing an EGAS in the state of New Mexico, both the New Mexico Human Services Department (HSD), and the federal Centers for Medicare and Medicaid Services (CMS) must approve this initiative. This can be a timely process and is contingent on the adoption of a Medicaid State Plan Amendment (SPA) for the program. Time is of the essence for Las Cruces to secure additional reimbursement. The sooner the SPA is approved, the program can begin, and federal revenues can be secured. Reporting is tied to the Federal Fiscal Year (FFY) quarter in which the program is approved. These types of programs are typically retroactive to the beginning of the quarter in which the SPA is submitted. Therefore, it is imperative that actions begin to take place immediately to begin the development process. Gaining federal approval can be a timely and complicated process, however this is something that PCG has navigated successfully over our more than 30-year history. We understand the intricacies of HSD and CMS and are prepared to hit the ground running.

If Las Cruces decides to pursue a sole source contract with PCG, this will save both precious City resources, and the time it would take to develop a Request for Proposal (RFP) and go through the overall bidding process. This is often cumbersome, and the lengthy procurement process could take months from start to finish and cost the City much needed funds. That can be avoided if a sole source contract is awarded, and the work begins immediately. It is imperative that Las Cruces moves quickly to start the implementation process of an EGAS.

***PCG is the only vendor that provides a full-service delivery model, including the use of a web-based solution.***

PCG's cost report preparation and cost settlement support will allow Las Cruces to generate maximum allowable revenue under the EGAS while mitigating audit risk. Through our full-service delivery model, PCG offers cost reporting expertise that optimizes revenue and reduces the administrative burden on EMS providers. PCG will provide full support for Las Cruces throughout the cost reporting process, including all state and federal audits.

As part of our process PCG will provide Las Cruces with additional services aimed at increasing revenue for the department. We conduct comparative analyses to identify significant trends in billing and financial data utilizing our web-based cost reporting tool. PCG is the only vendor to offer an online EMS cost reporting system, which is utilized for data aggregation, comprehensive compliance reviews, automated edit

checks, and advanced reporting. The use of a system through these programs is vital to ensuring all potential reimbursement is captured and extensively reviewed.

PCG is proud to be the only firm to conduct full-scale, pre-submission quality control reviews to ensure compliance with programmatic regulations, and we are prepared to answer any potential inquiries from the State or CMS regarding the cost report. PCG is pleased to offer comprehensive pre- and post-payment audit support to our clients with our team that will serve the City. PCG has many staff with in-depth healthcare regulatory expertise, proficiency in financial management with strong technical, analytical, and operational skills. Our staff are experts in federal reimbursement and policy, including OMB SuperCircular (2 CFR Part 200) and Medicare/Medicaid principles of reimbursement.

PCG is pleased to offer the above full scope of EGAS services to Las Cruces at an annual contingency fee rate of 15%. This percentage will be applied to the City's EGAS final settlement upon receipt from the state. It is important to note that PCG does not get paid unless the City receives a supplemental payment. Further, there are no up-front costs for PCG's consulting services, another major distinction between PCG and other vendors.

In summary, as a firm dedicated to serving the public sector, PCG understands the fiscal challenges that Las Cruces faces in serving its community. We are confident that our team's knowledge, combined with our deep experience and highly successful approach, uniquely qualifies PCG as the only firm that can fully support in the establishment of the right program for the City to generate incremental revenue under the ASPP and alleviate the fiscal pressure it is currently facing.

Sincerely,

Alissa Narode

Alissa Narode
anarode@pcgus.com
518-375-2461

**SERVICE AGREEMENT**
**BETWEEN SANTA FE COUNTY AND**
**PUBLIC CONSULTING GROUP**

**THIS AGREEMENT** is made and entered into this 5th day of January 2021, by and between **SANTA FE COUNTY**, hereinafter the "County" and **PUBLIC CONSULTING GROUP, INC.**, whose principal address is **999 18th Street Suite N1425, Denver, Colorado 80202,** hereinafter the "Contractor".

**WHEREAS**, the Santa Fe County Fire Department (SFCFD) provides ambulance and medical services to citizens of the County, the payment for which may include Medicaid; and

**WHEREAS**, the Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers; and

**WHEREAS**, pursuant to NMSA 1978, 13-1-112, the County issued Request for Proposal (RFP) No. 2020-0257-FD/MM to solicit an Alternative Payment Model to collect Medicaid and Medicare funds from Centers for Medicaid & Medicare Services (CMS); and

**WHEREAS**, the County determines the Contractor is the most qualified Offeror to develop such payment methodologies under the Ambulance Supplemental Payment Program (ASPP) and the County requires the services of the Contractor; and

**WHEREAS,** the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE,** it is agreed between the parties:

1. **SCOPE OF WORK**

The Contractor shall:

A. Comply with the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.
B. Complete the required cost reports to the State of New Mexico Health and Human Services Division (HSD) within the deadlines established by HSD.
C. Have knowledge of the applicable data and cost reporting principals specified in New Mexico laws and federal statutes.
D. Complete all schedules as required by the ASPP.
E. Work with the County to develop, design and implement the ASPP for eligible patients covered by Medicaid as stated below and described in Appendix A, such that the included dates are for reference only and enforceable dates must be memorialized in writing and agreed upon by the Contractor and the County:
    a. Phase I: Conduct project kick-off and submit a project work plan.
    b. Phase II: Design the ASPP.
    c. Phase III: Prepare documentation for ASPP approval

d. Phase IV: Provide the County subject matter expertise during the approval process.
e. Phase V: Implement the ASPP.
f. Phase VI: Prepare cost reports to obtain federal reimbursement for Ambulance services.
g. Phase VII: Provide ongoing programmatic support.

F. Provide all documentation needed by HSD to facilitate the establishment of the ASPP.
G. Contractor will support the County and HSD to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
H. Contractor will work with County and other stakeholder/providers to engage the State of New Mexico and will support New Mexico EMS providers to design and implement the ASPP. Contractor will work with New Mexico's ASPP providers for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
I. Conduct stakeholder meetings to educate the County on Medicaid supplemental payment opportunities.
J. Draft a program plan and supplemental payment strategy to best align with the needs of NM providers.
K. Assist the County in negotiations with CMS through the ASPP program approval process, negotiation with Managed Care Organization (MCO's) through Intergovernmental Transfers (IGT) agreement development.
L. Develop CMS IGT program approval documents, including preprint forms, program model and payment process.
M. Provide the County and other stakeholder/ providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
N. Submit the cost report to HSD before the filing deadline. Assist the County with any rejected reports from HSD by making necessary corrections and/or modifications and resubmit the report to HSD by the filing deadline.
O. Provide the County with any updates relating to the ASPP and estimate the impact of future changes in Medicaid reimbursement.
P. Draft supporting documentation and flow processes for presentation to the County and assist with messaging and review presentations for governmental relationship staff as needed.
Q. Monitor claims and cash flows of the ASPP program to ensure the County receives appropriate benefit from the program and has met documentation needs.
R. Contractor agrees to pay no more than the portion of the compensation fee that was paid on the amount of the refund in the event of an audit by any governmental or regulatory agency including but not limited to HSD where a refund is required.

The County shall:

A. Comply with the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.
B. Provide the Contractor with all of the required accurate and complete data via electronic submission form to generate the schedules. The data provided, entered or uploaded by the County is processed by Contractor on an "as is" basis.

## 2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

## 3. COMPENSATION, INVOICING AND SET-OFF

*A.* The compensation payable to the Contractor is based on a contingency fee structure associated with reimbursements received from the ASPP. Compensation to the Contractor will be based on the amount of payments received by the County under the ASPP program. This payment structure will be in effect for three full, or 12 month Medicaid cost reporting periods, in addition to an initial or partial reporting period. *In the event there is no approval of the ASPP by the State of New Mexico Legislature, State of New Mexico HSD or the Medicaid Division with the Federal government, the County shall have no duty to compensate the Contractor.*

B. Contractor's contingency fee structure. In consideration of its obligations under this Agreement the Contractor shall be compensated based on a 14% federal share portion of payments received by the County under the ASPP. The percentage will be comprised of the total cost of all projects, materials, equipment, labor, expenses and all markup for overhead and profit.

C. The Contractor shall submit a monthly invoice for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

1) The County's representative for certification of acceptance or rejection of contractual items and services shall be **Captain Michael Mestas,(505) 992-3075, or e-mail mmestas@santafecountynm.gov**, or such other individual as may be designated in the absence of the County representative.

2) As provided at NMSA 1978, § 13-1-158 (B) (Payment for purchases), the County may not make any payment hereunder unless and until the County has issued a written certification of complete acceptance, partial acceptance or rejection of the contractual services. The County has 15 days to issue such certification. The parties agree that a contractual service will be deemed accepted if the County fails to issue a written certification by the 16th day following the County's receipt of a request for payment from the Contractor.

3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and 1.5% per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

## 4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties and shall terminate four years from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). In no event shall the Agreement exceed four years in total.

## 5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The 15-day period will be considered the Transition Period. The County shall pay the Contractor for services dated before the effective date of termination but shall not be liable for any work performed with dates of service after the effective date of termination. The Contractor will continue to provide services for dates of service prior to the effective date of termination. Contractor shall provide to the County's representative a final set of reports, including an invoice for services that details the work and services performed by the Contractor up to the effective date of termination. At the end of the Transition Period, Contractor shall provide the County representative with a final set of reports, including, without limitation, an invoice for services that details the services performed during the Transition Period. The County

shall pay all undisputed fees due to Contractor within the time period described in Section 3 above. For the sake of clarity, if the County terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by the County, the parties agree that the compensation provisions set forth in this Agreement shall survive termination of the Agreement. If the County terminates this Agreement prior to the completion or submission of a cost report to HSD or Medicaid, or if the County ultimately does not submit a cost report, the Contractor shall invoice, and the County shall compensate the Contractor, at an hourly rate of $250 for the time the Contractor expended in preparing such cost report.

## 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## 7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## 8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## 9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## 10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## 11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## 12. CONFIDENTIALITY

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

## 13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

## 14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

## 15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

## 16. ENTIRE AGREEMENT; INTEGRATION

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

## 17. NOTICE OF PENALTIES

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

## 18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## 19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree

that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

## 20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## 21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## 23. NOTICES

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

To the County:
Santa Fe County Fire Department
Attn: Santa Fe County Fire Chief
35 Camino Justicia
Santa Fe, New Mexico 87508

To the Contractor:
Public Consulting Group, Inc.
Attention: James Dachos, Associate Manager
999 18th Street Suite N124525
Denver, Colorado 80202

## 24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## 25. FACSIMILE OR ELECTRONIC SIGNATURE

The parties hereto agree that a facsimile or electronic signature has the same force and effect as an original for all purposes.

## 26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## 27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

## 28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## 29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

## 30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

## 31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints CT Corp System, 206 S. Coronado Avenue, Española, NM 87532, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally

served within the state of New Mexico.

**32. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE;, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of last signature by the parties hereto.

**SANTA FE COUNTY**

Katherine Miller
Santa Fe County Manager

Approved as to form

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

December 28, 2020
Date

Finance Division:

Yvonne S. Herrera
Finance Director

1/4/2021
Date

**CONTRACTOR:**

James Dachos
(Signature)

1/4/2021
Date

James Dachos, Associate Manager
(Print name and title)

the MGADC is completed accurately and properly in accordance with Medicare regulations. Our experience and expertise in the preparation of cost reports ensures reports that accurately reflect the cost structure of the facilities and abide by Medicare cost accounting principles, in addition to providing expert recommendations and guidance. We have proprietary tools and documents that have been created to train and assist clients with collecting the raw data accurately and implementing it into the CMS Instrument via their web-based portal.

**Subsection 3: Evidence of Understanding Scope of Work**

*Provide an in-depth response and understanding of the requested scope of work. Include an itemized description of services to be provided that correlates to the scope of work. Include information regarding a work plan. Specify how your services will meet and exceed the requirements of SFCFD.*

The proposed project team is structured to maximize project leadership while balancing the wide array of subject matter expertise. **James Dachos** will serve as the Engagement Manager and will provide leadership and direction to successfully address the scope of work and will be responsible for the overall success of this engagement and ensure that adequate resources are allocated to the project. **Maggie Dunham** will serve as the Project Manager and will see that the day-to-day project activities are producing high-quality and timely results. **Miles Brown** and **Damia Mendoza** will provide valuable data analysis and project support table below highlights key relevant experience and qualifications for each team member.

Experience and Qualification of Our Staff

The table below highlights the key project team's relevant experience and project role.

| Proposed Project Team | | |
|---|---|---|
| **Name** | **Role** | **Experience** |
| **James Dachos** | Engagement Manager | Program manager for Fire/EMS Consulting Projects, and EMS Cost Recovery and Compliance initiatives at the state level in TX, FL, OK, WA, CO, IL. |
| **Maggie Dunham** | Project Manager | Project manager for four EMS supplemental payment states and two major transformation projects. Experience working with EMS revenue maximization and public health program development for over 15 years. |
| **Miles Brown** | Project Support | Project support for cost of service and analysis rate studies (Thornton Fire Dept, West Metro Fire Dept). Lead for EMS Cost Reporting. |
| **Damia Mendoza** | Project Support | Data analyst for EMS consulting and feasibility studies, EMS cost reporting experience. Experience coordinating stakeholder interviews, research, data analysis, report writing. |

***Figure 2.5: Proposed Project Team.***

Project Approach - Ambulance Supplemental Payment Program

***PCG Methodology***

Public Consulting Group (PCG) will work with Santa Fe County to develop, design, and implement an Ambulance Supplemental Payment Program. The ASPP will provide Santa Fe

County with additional federal funding related to the delivery of emergency medical services for patients covered by Medicaid. PCG will provide the following seven key phases of service during this project, which are further described below:

I. Conduct Project Kickoff and Submit Project Work Plan
II. Design Ambulance Medicaid Supplemental Payment Program
III. Prepare Documentation for Ambulance Supplemental Payment Program Approval
IV. Provide Santa Fe County Subject Matter Expertise during Approval Process
V. Implement Ambulance Supplemental Payment Program
VI. Prepare Cost Reports to Obtain Federal Reimbursement
VII. Provide Ongoing Programmatic Support

**Phase I: Conduct Project Kickoff and Submit Project Work Plan**

During the project kickoff, PCG will meet with the Santa Fe County supplemental payment project team to review expectations for the project. PCG will meet with key staff to discuss timing, program design, and key steps for program approval. Deliverables for the project kickoff will include a finalized work plan based on the expectations of the project team.

**Phase II: Design Ambulance Medicaid Supplemental Payment Program**

PCG's second phase will be to design the Ambulance Supplemental Payment Program approach to serve the objectives of NM Human Services Department (HSD) and Santa Fe County most effectively. PCG will work closely with stakeholders to determine the best program for New Mexico, then design the most appropriate approach. PCG understands that it is important to take into consideration provider structure, as well as the importance of minimizing the administrative burden on HSD and Santa Fe County. These objectives will be carefully considered during the program determination and design process.

PCG will collect and analyze data pertinent to EMS transports, charges and payments from payers, and cost data to determine the fiscal impact of possible approaches on Santa Fe County. PCG will review current expenditures by account code to determine the extent to which the EMS costs can be discretely identified. PCG will also assess the need for allocation methods for accounts and expenditures where a discrete accounting of costs cannot be determined. Proposed allocations will meet federal Division of Cost Allocation (DCA) guidelines to ensure compliance with federal regulations. Ultimately the goal is to maximize Medicaid reimbursement to Santa Fe County, while leveraging local public funding sources.

This design phase will create a framework that ensures the quickest path to CMS approval. The final deliverable would include an assessment and recommendations on the best approach to pursue. Once the approach is established, PCG will develop a detailed plan of execution. This phase sets the foundation for the remainder of the project and is a critical step in the development of appropriate and compliant costs and statistical data so Santa Fe County can be approved by the state for an Ambulance Supplemental Payment Program.

**Phase III: Prepare Documentation for Ambulance Supplemental Payment Program Approval**

The PCG team has a proven approach to navigate Santa Fe County through the CMS approval process, leveraging our national experience, including but not limited to the following:

- Developing necessary documentation, including the ASPP Public Notice of Intent (PNI), State Plan Amendment (SPA), Medicaid Preprint form, and other language necessary for the program to pass CMS approval;
- Drafting the cost reporting template for Medicaid Fee for Service Cost Reporting and the Medicaid Managed Care payment model to support the EMS provider reimbursement methodologies;
- Reviewing all drafts with key stakeholders and make revisions as necessary; and
- Developing sound policy with programmatic reasons that will pass CMS scrutiny for issues such as the implementation of new supplemental payments.

Once the SPA and supporting documentation are submitted to CMS, PCG will provide ongoing support throughout the approval process. This support will include preparing responses to CMS requests for additional information, completing requested analyses to document compliance with federal regulations, and participating in negotiations and meetings with CMS as requested. PCG has the necessary expertise and experience to help ensure an expedited approval process. Throughout the approval process, PCG will document negotiations and discussions with CMS and maintain an audit trail of all supporting documentation in the event CMS revisits the items in the future.

***Phase IV: Provide Santa Fe County Subject Matter Expertise During Approval Process***
PCG will shoulder the administrative burden of all communications with CMS during the approval process. As questions arise during the federal approval process, PCG will prepare draft responses for HSD and Santa Fe County to provide to CMS. PCG will provide the Medicaid subject matter expertise during the federal approval process to expedite CMS review and help ensure that the methodologies and costs remain optimal for Santa Fe County.

***Phase V: Implement Ambulance Supplemental Payment Program***
PCG will support Santa Fe County in meeting all EMS supplemental payment program requirements. Our work on behalf of the Department includes the following steps:

***Project Kickoff and Implementation***
In this preliminary phase, PCG will work with Santa Fe County to establish the group that will be involved in the cost reporting process. We will work with the Department to form a communication plan to establish protocols and timeframe for future status meetings based on Department preferences. Lastly, we will provide a data request to the Department to begin the process of completing the cost report.

***Cost Report Preparation***
This phase will specifically focus on the preparation of the annual cost report as well as any necessary supporting documentation to allow Santa Fe County to receive supplemental payments. During this phase, we document processes and identify strengths, weaknesses and mitigating controls, proactively offering recommendations for strengthening compliance. We will leverage our knowledge of state and federal Medicaid billing and reimbursement requirements to make recommendations. To ensure consistency, transparency, and data integrity, all data will be collected, reviewed and uploaded into our web-based reporting tool. Our web-based cost reporting tool is an invaluable resource in performing data validation in real-time, as data is collected.

Immediately upon entry, the PCG team will be able to identify variances and discuss their acceptance with the Department.

***Cost Report Submission and Desk Review***

We will complete all cost reporting requirements in compliance with the format approved by the federal Centers for Medicare and Medicaid Services (CMS). This includes using the web-based tool described above to complete the required schedule. A demonstration of the web-based tool will be presented to Santa Fe County and we will provide a preliminary cost report with anticipated settlement results. We will review the cost report and identify all outstanding potential audit risks. We will suggest potential remedies to reduce audit risk and update the cost report accordingly as needed. During this stage, we will anticipate any possible question of the cost reported by finalizing notes addressing potential questions or clarifications on the cost report. In addition, we will provide our clients with supporting documentation linking the reported data to the documentation delivered during the data collection process.

**Phase VI: Prepare Cost Reports to Obtain Federal Reimbursement**

This phase will specifically focus on the preparation of the annual cost report as well as any necessary supporting documentation to allow the Department to receive supplemental payments. During this phase, we document processes and identify strengths, weaknesses and mitigating controls, proactively offering recommendations for strengthening compliance, especially in relation to New Mexico ASPP programmatic regulations. We will leverage our knowledge of state and federal Medicaid billing and reimbursement requirements to make recommendations to the Department as the team learns about your data.

The cost report preparation phase of the process involves managing the ASPP pre-cost report submittal process, which includes:

- Applying appropriate standards;
- Collecting provider information securely via electronic submission;
- Storage of data into our web-based cost reporting tool;
- Reviewing all submitted data to determine eligible costs for reimbursement under the ASPP; and
- Gaining Santa Fe County sign off during pre-determined status meetings per the communication plan established in the kickoff meeting

***Collect Provider Information***

The first step of this process is collecting provider information per the data request discussed in the kickoff meeting. The transmission, collection, and storage of this data in an electronic format has increased the focus and importance of creating appropriate protection and controls for data that is sensitive and/or protected. As a hosted solution provider, we acknowledge and accept that it is incumbent on every service provider to enable proper protection and control for the management and safe-keeping of data, and particularly for the data that we are entrusted to store on behalf of our clients.

PCG will take necessary steps to:

- Assure appropriate protections and controls are developed and followed;
- Apply appropriate standards; and
- Comply with pertinent regulations governing the access to protected data such as the

Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

We recognize that having a robust security program is critical in minimizing the impact of threats inherent in today's computing environments. We are committed to maintaining a healthy process of periodic program audit and review to assure that we are accomplishing all goals and objectives in protecting sensitive data, while planning evolves.

Once the requested data is received, we will identify the need for any clarification and communicate with the Department to ensure a timely completion of the Medicaid cost report. When all the required data is submitted by Santa Fe County, we will provide Santa Fe County with a data summary for approval at a pre-determined status meeting. After the first year of data collection, PCG will identify any shifts in the data provided in years prior to further ensure the accuracy of the data provided.

***Review Provider Information***

Our web-based cost reporting tool is an invaluable resource in performing data validation in real-time, as data is collected. Immediately upon entry, our team will be able to identify variances and discuss their acceptance with Santa Fe County. We can change the allowable variance limits to be aligned with updated guidance from HSD or Santa Fe County preferences. The web-based tool also allows the team to give the Department feedback on how their expenses compare to other providers for benchmarking purposes. The paragraphs below describe this process and further benefits of using this tool.




***Figure 4.1: PCG's Web-Based Cost Reporting Tool.***

PCG will communicate with Santa Fe County throughout the data review process with status updates and any clarification questions regarding the data during status meetings for updates. The cost reporting work will focus on compliance and audit risk minimization, ensuring that all included costs meet OMB SuperCircular (2 CFR Part 200) requirements and be sufficiently accounted for in auditable financials.

We implement year-to-year comparisons of billing and expenditures data and identify any areas in which significant changes occur. Because all data is stored in this system, an audit trail is

created as the cost report is completed. In addition to the data trail created in the system, the system captures and stores:

- Supporting documentation
- A crosswalk through allowable cost determination
- Notes for any variances identified

**Phase VII: Provide Ongoing Programmatic Support**

We will continue to provide ongoing support to after the completion of the cost report and subsequent reviews. These ongoing tasks include:

- Continuing to provide policy updates from the federal CMS regarding any updates or changes to the program
- Communicating any updates relating to the date of anticipated reimbursement from the Ambulance Supplemental Payment Program
- Providing audit support in the event of an audit by CMS or the Office of Inspector General (OIG)

### PCG's ASPP Work Plan

**For reference only, dates are subject to change**

| Santa Fe County<br>Initial Contract Year – Proposed ASPP Project Milestone Schedule Overview | | | |
|---|---|---|---|
| **Phase** | **Involved Party** | **Start Date** | **End Date** |
| Phase I: Conduct Project Kickoff and Submit Project Work Plan | PCG, Santa Fe County | Award of Contract | 6/30/2020 |
| Phase II: Design Ambulance Medicaid Supplemental Payment Program | PCG, Santa Fe County, NM HSD | 7/1/2020 | 7/31/2020 |
| Phase III: Prepare Documentation for Ambulance Supplemental Payment Program Approval | PCG | 8/1/2020 | 9/30/2020 |
| Phase IV: Provide Santa Fe County Subject Matter Expertise During Approval Process | PCG, NM HSD | 10/1/2020 | 12/31/2020 |
| Phase V: Implement Ambulance Supplemental Payment Program | PCG, Santa Fe County | 1/1/2021 | 3/31/2021 |
| Phase VI: Prepare Cost Reports to Obtain Federal Reimbursement | PCG | 4/1/2021 | 11/30/2021* |
| Phase VII: Provide Ongoing Programmatic Support | PCG | 12/1/2021 | Ongoing |

**Process repeats annually*

***Figure 4.2: ASPP Project Milestone Schedule.***

### Centers for Medicare and Medicaid Services Medicare Ground Ambulance Data Collection Instrument (MGADC)

***Description of Approach***

PCG is the nation's leader in providing ASPP and Medicare cost reporting services. Our team has more than 30 years of experience working with state-operated facilities on cost reports submission to the Medicare intermediary. We leverage our extensive knowledge and experience to guide our partners on allowable costs, provider charges, prospective payments, and appeals for Medicare. Additionally, **we have developed a proprietary web-based solution to streamline the survey process, like the CMS Medicare Ground Ambulance Data Collection Instrument (MGADC),** which vastly reduces administrative burden, and maximizes reporting compliance and accuracy.

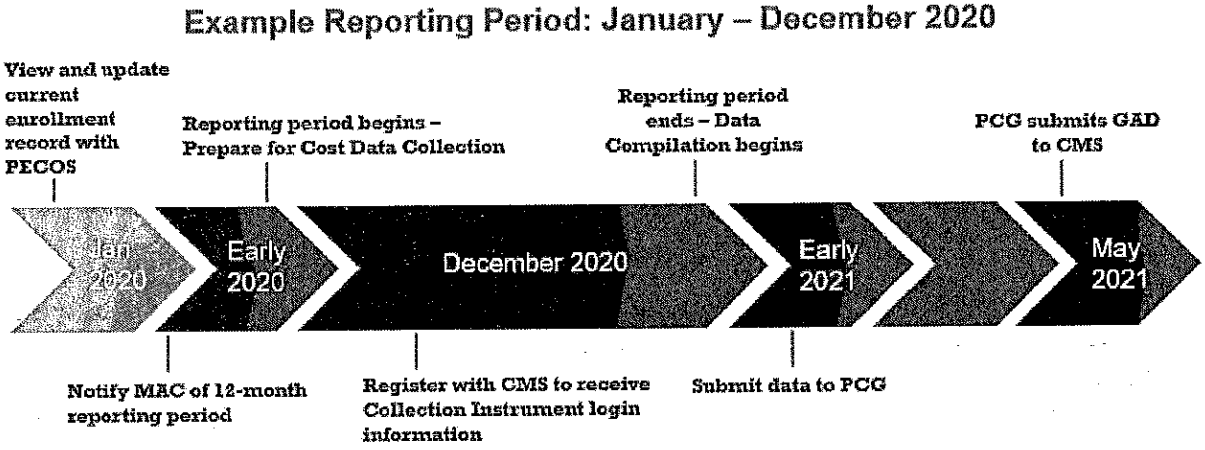



*Figure 4.3: Sample MGADC Reporting Timeline.*

**Phase I: Project Kickoff and Implementation**

In this preliminary phase, PCG will work with Santa Fe County to establish the department contacts that will be involved in the MGADC reporting process. Once the contacts are identified, we will schedule a project kickoff meeting with the appropriate individuals to discuss project expectations and specific roles and responsibilities. We will also work with the department to form a communication plan to establish protocols and timeframes for future status meetings based on Santa Fe County's preferences.

**Phase II: Data Collection Preparation**

In broad terms, CMS is looking for:

- Total costs related to ground ambulance services
- Total revenue from ground ambulance services
- Total ground ambulance service utilization

**Phase III: Data Collection Compilation and Submission**

To explain the data that must be collected, CMS has chosen a web-based tool (which it calls the "instrument"), though that tool is not yet available in its final version. Until CMS releases the final version of the online tool, it has provided a PDF version of the instrument. To prepare Santa Fe County for the CMS Medicare Ground Ambulance Data Collection, PCG will perform the following tasks:

- Review the data collection requirements in detail to evaluate the current availability, access, and format of the required data;
- Select the appropriate payer category for billing ambulance transports;
- Identify sources of revenue and cost categories;
- Coordinate with internal and external stakeholders to source needed data;

- Identify data requirements that are not currently tracked or that are not reported to the level of detail as required in the Ground Ambulance Data Collection Instrument; and
- Based on analysis, evaluate if it is necessary to revise processes for data collection, access new systems to obtain information, and/or coordinate with other staff.

## PCG's MGADC Work Plan

Per the Schedual section on page 16 of the RFP, the work plan and timeline stated below are based on reporting using the calendar year, January 1st to December 31st as the 12-month continuous period, though the years (XXXX) will need to be updated once SFCFD is selected by CMS to participate in MGADC. PCG will remain adaptable in scheduling should CMS announce any changes to the MGADC program or timelines. Any and all changes to the timeline of deliverables will be discussed and agreed upon by both PCG and Santa Fe County.

**Santa Fe County**
**CMS Medicare Ground Ambulance Data Collection (MGADC)**
**Initial Contract Year – Proposed Project Milestone Schedule Overview**

| Phase | Task | Task Description | Staff | Start Date | End Date |
|---|---|---|---|---|---|
| Phase 1: Project Kickoff and Implementation | 1.1 | Schedule kickoff meeting | PCG | 7/06/XXXX | 7/21/ XXXX |
| | 1.2 | Hold kickoff meeting to discuss project expectations and specific roles and responsibilities | PCG, Santa Fe County | 7/06/ XXXX | 7/21/ XXXX |
| | 1.3 | Training on data collection: understanding the format and elements | PCG, Santa Fe County | 7/06/ XXXX | 12/31/ XXXX |
| | 1.4 | Ask for participation from outside revenue and cost contributors | PCG, Santa Fe County | 8/03/ XXXX | 9/28/ XXXX |
| Phase 2: Data Collection Preparation | 2.1 | Collect provider information securely via electronic submission | PCG, Santa Fe County | 1/04/ XXXX | 3/01/ XXXX |
| | 2.2 | Upload data into PCG's web-based cost survey tool (ASCR) | PCG | 3/01/ XXXX | 4/31/ XXXX |
| | 2.3 | Gain department sign-off during pre-determined status meetings per the communication plan established in the kickoff meeting | PCG, Santa Fe County | 4/01/ XXXX | 4/31/ XXXX |
| Phase 3: Data Collection Compilation and Submission | 3.1 | Prepare MGADC submission package by completing all thirteen schedules in the Medicare MGADC | PCG | 4/01/ XXXX | 4/31/ XXXX |

| | | | | |
|---|---|---|---|---|
| 3.2 | Review MGADC with department to identify and address audit risks | PCG, Santa Fe County | 5/03/ XXXX | 5/15/ XXXX |
| 3.3 | Supply Santa Fe County with MGADC submission package that includes the completed cost survey, supporting documentation of financials, and any additional documentation requested by NMDH | PCG | 5/03/ XXXX | 5/28/ XXXX |

***Figure 4.5: MGADC Project Milestone Schedule.***

**Subsection 4: Capacity and Capability**

*Provide information about the vendor's approach in providing the required services and capacity to implement the services and deliverables in a timely manner; Demonstrate experience and knowledge of designing and implementing Alternative Payment Models. Include your team's organization and working relationships.*

**PCG's Team of Experts**

PCG's ASPP and MGADC team includes a qualified and experienced staff of subject matter experts. The two PCG teams will work closely together to ensure a streamlined process for Santa Fe County. All members of the PCG team have direct experience with EMS Medicaid reimbursement generally and the New Mexico ASPP program specifically. No other vendor offers a more knowledgeable team with as much cost reporting and Medicaid experience. We will bring these resources to the full benefit of Santa Fe County cost reporting as evidenced in the Figure 2.5: Proposed Project Team.

**SECTION D: COPY OF INSURANCE CERTIFICATE**

The copy of PCG's Insurance Certificate is attached as Appendix A

**SECTION E: COST**

Attached separately as Appendix D from RFP.

**SECTION G: CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT**

No contributions in the aggregate total over two hundred fifty dollars ($250) were made to an applicable public official by me, a family member or representative.

**BUSINESS ASSOCIATE AGREEMENT**

Santa Fe County and Public Consulting Group have entered into Agreement No. 2020-0257-FD/MM. The performance of the services relating to Medicare ambulance reporting services under Agreement No. 2020-0257-FD/MM by Public Consulting Group may require the collection or transmission of protected health information ("PHI"), therefore Santa Fe County and the Public Consulting Group agree to the terms of this Business Associate Agreement.

This is an Agreement between **Santa Fe County** ("Covered Entity") and **Public Consulting Group** ("Business Associate"). This Agreement, dated January 5, 20 21, is intended to meet Covered Entity's obligations to comply with the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and, under the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act") and the regulations issued by the Department of Health and Human Services ("HHS"), including the final omnibus rule ("HIPAA Regulations") (together HIPAA, the HITECH Act, and HIPAA Regulations shall be referred to as "HIPAA"). To the extent applicable, this Agreement is further intended to meet Covered Entity's obligations as a Qualified Service Organization under the Confidentiality of Alcohol and Drug Abuse Records regulations, 42 C.F.R. Part 2. Where applicable, references to "Business Associate" are intended to mean both a Business Associate under HIPAA and a Qualified Service Organization under 42 CFR Part 2.

This Agreement provides reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical, security, and physical safeguards to ensure the integrity and confidentiality of all individually identifiable protected health information ("PHI") it receives or possesses from Covered Entity. This Agreement provides further assurances from Business Associate that Business Associate will comply with the requirements of 42 CFR Part 2 to the extent applicable.

1. Business Associate may use the information to assist Covered Entity with the activities for which Covered Entity uses Business Associate's products and services. Business Associate may use or disclose PHI as required by law. This Agreement does not authorize Business Associate to make any use or disclosure of the information that Covered Entity would not be permitted to make. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA or, if applicable, 42 CFR Part 2 if so used by the Covered Entity. By entering into this Agreement, Business Associate acknowledges that it is bound by HIPAA and the Confidentiality of Alcohol and Drug Abuse Records regulations under 42 CFR Part 2 to the extent Business Associate is receiving information from Covered Entity that it is subject to those regulations.

2. Business Associate is not an agent of Covered Entity. Covered Entity does not have the right or authority to control the Business Associate's conduct in the course of performing services for Covered Entity.

3. Business Associate will:

(A) Not use or further disclose Covered Entity's PHI except as permitted or required by agreements with Covered Entity, or otherwise required by law.

(B) To the extent 42 CFR Part 2 applies to the PHI Business Associate receives or possesses from Covered Entity, Business Associate will resist any efforts in judicial proceedings to obtain access to PHI except as expressly provided for in 42 CFR Part 2.

(C) Use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by Agreement No. 2020-0257-FD/MM with Covered Entity.

(D) Report to Covered Entity within five (5) days of knowing of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of Covered Entity's PHI as breach is defined in 45 CFR 164.402 ("Breach") not permitted by this Agreement in accordance with the requirements of 45 CFR Section 164.410, except notification may be delayed if such delay is requested by a law-enforcement official in accordance with 45 CFR Section 164.412. Business Associate shall include in its report to Covered Entity the following: (a) the identification of each individual whose PHI may have been accessed, acquired, used, or disclosed during the Breach; (b) a brief description of what happened, including the date of the Breach and the date of discovery of the Breach; (c) a description of the types of PHI that were involved in the Breach; (d) steps individuals may take to protect themselves from potential harm resulting from the Breach; and (e) a description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against further Breaches. In the event this information is not immediately available, Business Associate shall provide the information to Covered Entity as it is discovered. Business Associate shall assist Covered Entity as requested to provide notification to affected individuals, and, if requested by Covered Entity, Business Associate agrees to provide a toll-free number, e-mail address, website, or postal address for individuals to ask questions or learn additional information about the Breach. Business Associate agrees to be responsible for costs related to notifying affected individuals of the Breach, including costs incurred by Covered Entity to mail notifications and maintain a toll-free number or website.

(E) In addition, where a disclosure of PHI has not occurred, but there has been an attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's PHI or interference with Business Associate's information system operations, of which Business Associate becomes aware, Business Associate will report such incident to Covered Entity. Business Associate will take prompt corrective action to mitigate any harmful effect that may result from the use or disclosure.

(F) Ensure that Business Associate's agents and subcontractors to whom Business Associate provides Covered Entity's PHI agree to the same restrictions and conditions that apply to Business Associate. Prior to disclosing PHI to a third party, Business Associate will obtain (i) a written agreement containing reasonable assurances from such third party that the PHI will be held confidential as provided in this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to the third party, and (ii) an agreement from the third party to immediately notify Business Associate of any breaches of confidentiality of the PHI to the extent it has obtained knowledge of such Breach.

(G) Make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's PHI reasonably necessary to accomplish the intended purpose of Agreement No. 2020-0257-FD/MM, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with HIPAA.

(H) Develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule or otherwise set forth in HIPAA.

(I) Make any PHI that Business Associate stores or maintains for Covered Entity available in the medium and format in which Business Associate maintains it so Covered Entity can meet its obligation to provide access to the information. In the event Business Associate receives a request for access to PHI directly from the individual, Business Associate will forward that request to Covered Entity within three (3) business days and will so advise the individual requesting access. The Covered Entity will be responsible for responding to the individual's request.

(J) Make any PHI that Business Associate maintains for Covered Entity available to Covered Entity for amendment and incorporate any amendments Covered Entity requests.

(K) Document and provide to Covered Entity an accounting of disclosures of PHI made by Business Associate that Covered Entity will need to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 or 42 CFR Part 2. With respect to disclosures related to an electronic health record, Business Associate will provide the accounting directly to the Covered Entity.

(L) Make Business Associate's internal practices, books, and records relating to the use and disclosure of Covered Entity's PHI available to the Secretary of HHS, for purposes of determining compliance with legal obligations.

(M) Upon termination of Agreement No. 2020-0257-FD/MM between Business Associate and Covered Entity, Business Associate will return or destroy (if agreed to by Covered Entity) all of Covered Entity's PHI that Business Associate maintains in any form and retain no copies of such information or, if return or destruction is not feasible, extend the protections of this Agreement to that information and limit further use and disclosure to those purposes that make the return or destruction of the information infeasible. The obligation to return or destroy all PHI received from Covered Entity or created by Business Associate on Covered Entity's behalf shall include any PHI in the possession of Business Associate's agents or subcontractors. The obligations set forth in this paragraph shall survive termination of this Agreement.

(N) To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

4. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual unless the Covered Entity or Business Associate obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that individual, except as otherwise allowed under HIPAA or the HITECH Act; however this prohibition will not affect payment by

Covered Entity to Business Associate for services performed pursuant to Agreement No. 2020-0257-FD/MM.

5. If Business Associate conducts in whole or part electronic transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such transactions to comply, with each applicable requirement of the HIPAA Electronic Transactions Rule.

6. If there is a material breach of this Agreement, Covered Entity may terminate Agreement No. 2020-0257-FD/MM under which Business Associate has access to Covered Entity's PHI. Except to the extent expressly stated herein or by HIPAA or 42 CFR Part 2, Covered Entity and Business Associate agree that they do not intend to create any rights in any third parties. Business Associate agrees that, in the event that any provisions in any other agreements between Business Associate and Covered Entity that provide for additional restrictions on the use or disclosure of protected health information, those more restrictive provisions will control. Business Associate will comply with any restriction request of Covered Entity if (a) except as otherwise required or prohibited by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not solely for purposes of carrying out treatment); and (b) the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

7. Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, may report the problem to the Secretary of HHS.

8. This Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

9. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

10. This Agreement is intended to comply with the privacy and security rules as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and

Part 164, Subparts A and E and the HITECH Act and with the provisions of 42 CFR Part 2. Terms used, but not otherwise defined, in this Agreement will have the same meaning as those terms in the HIPAA Regulations and 42 CFR Part 2. If there is any ambiguity in this Agreement, it will be resolved to permit Covered Entity's compliance with HIPAA and HIPAA Regulations and 42 CFR Part 2.

11. Business Associate agrees to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, 42 CFR Part 2, and upon the enactment of any law or regulation affecting the use/or disclosure of PHI, or upon the publication of any court decision relating to any such law, interpretive policy, opinion, or guidance by any governmental agency charged with the enforcement of such law or regulation. Any other modification of this Agreement may only be made through a writing signed by both parties and an oral modification shall have no effect.

12. This Business Associate Agreement is effective upon the date of last signature by the parties hereto and remains in effect for the term of Agreement No. 2020-0257-FD/MM.

**SANTA FE COUNTY**

Katherine Miller — 1.05.2020
Katherine Miller — Date
Santa Fe County Manager
Approved as to form by Roberta D. Joe for G.S.S.
12/28/2020

Santa Fe County Finance Director 1/4/2021

**PUBLIC CONSULTING GROUP**

James Dachos — 1/4/2021
(Signature and title) — Date

**25-019**

**Type of Action:**
**☒ Resolution**
**☐ Ordinance**
**☐ TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | **☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A** | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Lisa Padron | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure to Pay |

| | |
|---|---|
| **Title:** | **A RESOLUTION AUTHORIZING A CONTRACT FOR AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY ASSESSMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., OF FORT WORTH, TEXAS, IN AN AMOUNT NOT TO EXCEED $105,003, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-046).** |

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

## PURPOSE(S) OF ACTION:

To authorize a contract for an ADA accessibility assessment.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces seeks to complete an Americans with Disabilities Act (ADA) accessibility assessment that will become part of the ongoing ADA Transition Plan. The assessment will cover an ADA structural accessibility review of Title II buildings owned and operated by the City of Las Cruces and open to the public.

On December 22, 2023, the Purchasing Program issued Request for Proposals (RFP) No. 23-24-046 for Americans with Disabilities Act (ADA) accessibility assessment. Six (6) proposals were received and evaluated by the Selection Advisory Committee (SAC). The SAC recommends an award to Kimley-Horn and Associates, Inc. of Fort Worth, Texas.

Human Resources staff is requesting authorization to contract with Kimley-Horn and Associates, Inc. for the ADA accessibility assessment in an amount not to exceed $105,003.00, plus applicable taxes, subject to approved budget appropriations.

## SUPPORT INFORMATION:

Exhibit "A" - 23-24-046_ADAAccessibilityAssessment_PSA

## COMMITTEE/BOARD REVIEW:

None

## DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

## BUDGET / FISCAL IMPACT:

| BUDGETED AMOUNT: | AVAILABLE AMOUNT: | EXPENDITURE AMOUNT: |
|---|---|---|
| $263,250.00 | $261,250.00 | $105,003.00 |

**Funding Source(s):**
10336004-721080

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

☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes
☐ No

## OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize a contract for ADA accessibility assessment in an amount of $105,003.00 plus NMGRT with Kimley-Horn and Associates, Inc. of Fort Worth, Texas.
2. Vote "No"; this will not authorize a contract for ADA accessibility assessment in an amount of $105,003.00 plus NMGRT with Kimley-Horn and Associates, Inc. of Fort Worth, Texas.
3. Vote to "Amend"; this could modify the Resolution based on direction by City Council to staff.
4. Vote to "Table"; this could delay authorization of the contract for the ADA accessibility assessment.

**RESOLUTION 25-019**

**A RESOLUTION AUTHORIZING A CONTRACT FOR AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY ASSESSMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., OF FORT WORTH, TEXAS, IN AN AMOUNT NOT TO EXCEED $105,003, PLUS APPLICABLE TAXES, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-046).**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces seeks to complete an Americans with Disabilities Act (ADA) accessibility assessment that will become part of the ongoing ADA Transition Plan; and

**WHEREAS**, the assessment will cover an ADA structural accessibility review of Title II buildings owned and operated by the City and open to the public; and

**WHEREAS,** on December 22, 2023, the Purchasing Program issued Request for Proposals (RFP) No. 23-24-046 for Americans with Disabilities Act (ADA) accessibility assessment; and

**WHEREAS,** six (6) proposals were received and evaluated by the Selection Advisory Committee (SAC) and the SAC recommends an award to Kimley-Horn and Associates, Inc. of Fort Worth, Texas in an amount not to exceed $105,003.00 plus applicable taxes, subject to approved budget appropriations.

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

**(I)**

**THAT** the Resolution authorizing a contract for Americans with Disabilities Act (ADA) Accessibility Assessment with Kimley-Horn and Associates, Inc. of Fort Worth, Texas, attached hereto as Exhibit "A" and made part of this Resolution, in an amount of $105,003.00 plus applicable taxes is hereby approved.

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

CITY OF LAS CRUCES

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of June, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Kimley-Horn and Associates, Inc., of 801 Cherry Street, Unit 11, Suite 1300, Fort Worth, Texas, 76102, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Americans with Disabilities Accessibility Assessment and Transition Plan

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No.23-24-046, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $105,003.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that is required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on date of award for a term through June 30, 2025.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the

PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.

   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to

remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Saron McKee |
| With Copies to: | City Attorney<br>Purchasing Manager |
| TO CONTRACTOR: | Kimley-Horn and Associates, Inc.<br>801 Cherry Street, Unit 11, Suite 1300<br>Fort Worth, TX 76102<br>ATTENTION: Brian Shamburger |

23. SCOPE OF AGREEMENT

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

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest

arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

KIMELY-HORN AND ASSOCIATES, INC.

BY: _____
Brian Shamburger, PE, PTOE
Senior Vice President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ for BD 7/5/24
City Attorney

Revised: June 2023

23-24-046
ADA Accessibility
Assessment

# EXHIBIT A

# SERVICES

**FEBRUARY 1, 2024**

*RFP #23-24-046*

# AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY ASSESSMENT




**PREPARED FOR**

***The City of Las Cruces***

**PREPARED BY**

Kimley»Horn

Expect More. Experience Better.

# RFP COMPLIANCE DECLARATION

## CITY OF LAS CRUCES

### RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Americans With Disabilities Act (ADA) Accessibility Assessment**

**RFP NO.:** **23-24-046**

**DUE DATE/TIME:** **January 23, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1,2,3 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Kimley-Horn and Associates, Inc.

801 Cherry Street, Unit 11

Suite 1300

Fort Worth, TX 76102

C. Brian Shamburger

Authorized Signature
Brian Shamburger, P.E., PTOE
Typed or Printed Name
Senior Vice President
Title
brian.shamburger@kimley-horn.com
Email Address

Telephone number 817.339.2245 Fax number N/A

NM Tax & Revenue Dept. CRS # 0206234700

Current NM Secretary of State Business ID # 1321967 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 56-0885615 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes ✓ No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

Kimley»Horn

# INDEX


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| *B. COST PROPOSAL* | Separate Attachment |

February 1, 2024

**City of Las Cruces**
*Financial Services*
700 N Main Street
Third Floor, Suite 3100
Las Cruces, NM 88001

**RE:**
RFP NO. 23-24-046 | AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY ASSESSMENT

Kimley»Horn

801 Cherry Street
Unit 11
Suite 1300
Fort Worth, TX 76102

817.339.2245
kimley-horn.com

# TRANSMITTAL LETTER

*DEAR SELECTION COMMITTEE MEMBERS,*

We understand the City of Las Cruces is seeking to complete an Americans with Disabilities Act (ADA) Self-Evaluation and update to their ongoing Transition Plan in accordance with Title II of the ADA. All City programs, services, activities, and City-owned facilities need to be reviewed to identify accessibility barriers based on the ADA and a Transition Plan developed for the removal of these barriers. We understand the value of accurate ADA compliance evaluations to determine which programs and services need to be modified and which infrastructure needs to be replaced or upgraded to meet ADA requirements. We will help the City of Las Cruces develop cost estimates and prioritize identified infrastructure improvements.

As you read through our submittal, keep the following characteristics of the Kimley-Horn team in mind:

**EXPERTISE IN ADA TRANSITION PLANS |** Our national ADA Self-Evaluation and Transition Plan experience provides us with an in-depth understanding of the goals and challenges associated with these projects. We are able to deliver solutions to your challenges with no learning curve, taking full advantage of our prior experience. Our readiness and ability to serve you on this project is unparalleled.

**EXPEDITED DATA COLLECTION AND DATA PROCESSING |** Our team has developed KADA, an ArcGIS/GPS-based data collection, data processing, and data management application used to develop and implement ADA Transition Plans. Our software is fully customizable and can be modified to meet the data collection and data management needs of the City.

**LOCAL ADA KNOWLEDGE AND EXPERIENCE |** Kimley-Horn has worked with and established relationships with the City of Las Cruces. Matt Pool recently partnered with City staff to develop an updated ADA Transition Plan focused on the City's sidewalk, curb ramp, and signalized intersection facilities. Matt also helped develop tools and deliverables for public involvement portions of the project. This has allowed us to work directly with you and the community, so you have the benefit of working with a firm that has extensive knowledge of your processes. This experience allows us to complete your upcoming ADA Accessibility Assessment and integrate that information with your existing ADA Transition Plan without the impediment and time constraints of a learning curve.

We look forward to the opportunity to continue work with Las Cruces staff. If you have any questions, please contact Matt Pool at **817.339.2251** or matt.pool@kimley-horn.com.

*SINCERELY,*
**Kimley-Horn and Associates, Inc.**

C. Matt Pool

**Matt Pool, P.E. | Project Manager**

# EVALUATION CRITERIA NO. 1: TECHNICAL APPROACH

## A. DESCRIPTION OF PROPOSED TECHNICAL APPROACH

The City of Las Cruces is seeking consultant expertise to help perform building facility evaluations for accessibility and integrate this information into the City's on-going ADA Transition Plan. To complete this work, Kimley-Horn is proposing an approach comprised of project management and coordination activities, a project kickoff meeting, facility evaluations using tools developed by the consultant team, an update of the City's Transition Plan, and the optional development of an ArcGIS dashboard to allow the City to better manage the project database. With Kimley-Horn's experience in developing over 100 ADA Transition Plans across the country, our team will assist the City every step of the way through this approach to create a holistic and thoughtful final plan, as described in the following pages.

## B-C. MAJOR TASKS TO BE ACCOMPLISHED | STATEMENT OF SERVICES

### TASK 1: PROJECT MANAGEMENT AND COORDINATION

We know how efficient project management is to our clients, so our project managers like Matt Pool attend special ongoing training sessions to improve their project management skills and to look for ways to serve our clients more efficiently. Our internal Management Information System allows our project managers to monitor the progress of projects on a real-time basis so that mid-course corrections can be made as the needs of the project change.

Throughout this project, we will provide you with:

- Ongoing communication among all project team members, including user-friendly invoices so you can stay current on all project management activities.
- Project schedule updates—while we do not anticipate any major changes to the initial project schedule, any changes will be communicated to the entire project team.
- Monthly progress reports that highlight all task-related activities and allow identification and resolution of problems or issues before they affect the schedule and budget.
- Regularly scheduled conference calls between Kimley-Horn's project manager and the project team to review the status of tasks and keep the schedule current.

#### TASK 1.1: QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

Our QC/QA program includes an internal kick-off meeting with key team members to clearly define the scope, outline subtask responsibilities and budgets, establish schedules, and identify project milestones and goals. At the project manager level, the quality review is continuous so that deliverables meet your needs. At the end of each task or phase, a review by Brian Shamburger, our QC/QA Manager, will be conducted internally or through a peer review process as one of several checks to make sure that the project deliverable is not only technically correct but also consistent with your objectives.

#### TASK 1.2: ADA LIAISON COMMITTEE

One of the most underused tools for ADA compliance is good interdepartmental communication. We recommend developing a committee that includes a representative from each major department who becomes the ADA Liaison for their department, with each person reporting ADA issues or concerns to the City's ADA Coordinator. This builds a communication structure that will verify ADA issues are handled properly, without assuming there is one individual in the City who understands all departments. It also provides good communication between departments, so one department will counterbalance the others. We will develop a final communication policy for the City to use. Another issue many agencies have with

ADA compliance is a lack of planning. With a solid communication structure in place, planning is easier, and all departments can work together towards the same goal. For example, when a construction project obstructs an accessible route, an alternate route needs to be provided. Details like this will be resolved in the planning process rather than after they become an issue.

## TASK 2: PROJECT KICKOFF MEETING

The project kickoff meeting will provide an opportunity for ADA Liaison Committee to be introduced to the consultant team, provide City of Las Cruces staff with an overview of the project, and educate City staff on their role in the project. The proposed project tasks, including examples of what will be assessed as part of the Self-Evaluation and how projects can be prioritized, will be presented. Kimley-Horn will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. Kimley-Horn will present the proposed project schedule and answer any questions about the project.

## TASK 3: SELF-EVALUATION

### TASK 3.1: BUILDING EVALUATIONS

Our subconsultant partner DLZ, will evaluate the 11 buildings included in the scope of work. This includes evaluation for compliance with the 2010 ADA Standards for Accessible Design (2010 ADA Standards) of all public and employee common use spaces (employee entrances, restrooms, break/lunchrooms, locker rooms, conference rooms, or other common use spaces) at the 11 City-owned buildings shown below:

- Airport – Terminal
- Airport – Southwest Aviation Building (West End)
- City Hall Building
- Las Cruces Convention Center
- Las Cruces Regional Aquatics Center
- Meerscheidt Recreation Center
- Mesilla Valley Intermodal Transit Terminal
- Railroad Museum
- Rio Grande Theatre
- Thomas Branigan Library
- Visit Las Cruces – Visitor Center

The review will include a physical assessment of dimensional and slope measurements, and other requirements, for the interior spaces of the facilities, exterior parking, and accessible routes to building entrances from accessible parking and the public right-of-way. The evaluation of the exterior also includes evaluation of site amenities that may be present, such as clear spaces for benches, protruding objects, and reach height for site furnishings. The deliverable from our evaluation will be a building facility report and Geographic Information System (GIS) database for all areas of the facilities identified by space or other unique identifiers (e.g., room number or name), with listing of non-compliant items, code citation and required measurement, actual conditions measured, potential solutions or options for corrective action, priority for alterations based on significance of the barrier to access (Low, Medium, and High), and planning level cost estimate for one solution, where possible. Photographs of all non-compliant items will be taken to document the condition at the time of the evaluation and will be included with the facility report and GIS-database deliverables.

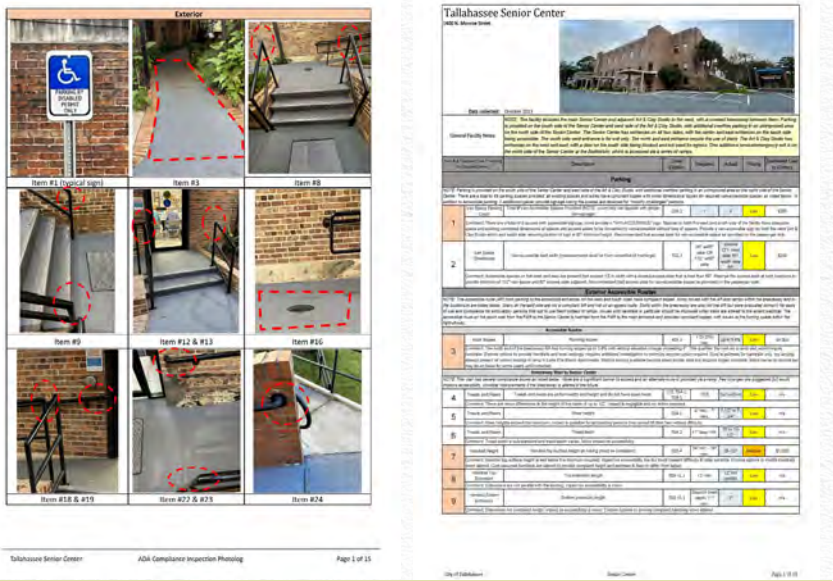
#### TASK 3.1.1: DATA COLLECTION PREPARATION

Our project team will perform ADA compliance assessments at the 11 public buildings, associated accessible parking, and accessible routes from parking to the building entrance. We will confirm the City buildings and associated parking areas to be evaluated based on a review of the existing data gathered by City staff, existing GIS data, and input from City staff. We will work with City staff in advance of data collection to confirm the format of the output of data. All data collected for these facilities will be stored in ArcGIS and can be provided in both shapefile and geodatabase formats.

We will coordinate with the City's staff familiar with GIS to verify data delivery procedures are compatible with the City's current GIS standards. Our data delivery procedures comply with most clients' GIS standards, but if the City requires changes, we can adjust our deliverables. We will work with the City to understand any identification, or other asset-specific information, that is used for tracking and monitoring.

### TASK 3.1.2: DATA COLLECTION

Our team will conduct evaluations of the finalized list of facilities, documenting compliances and/or violations. DLZ's data collection checklists and digital forms will be used to document the compliance of the building facilities. The data collection modules are optimized for use on a tablet with an integrated camera and has a fully customizable data collection field form. Photographs and data synchronize in real time with a cloud server and in-app quality control checks reduce human error. The data processing modules determine ADA compliance of collected elements using the field measurements, possible solutions to remediate non-compliant elements, cost estimates for remediation, and risk based priorities. Output includes PDF summary reports for each facility as well as an ESRI geodatabase of all field data and associated findings (see Facility Reports and GIS Database). The optional KADA dashboard described in Task 6, allows agencies to view and summarize the compliance data and findings for data management, progress monitoring, and project planning (see Monitoring the Progress and Updates to the Plan).




Example of DLZ's building facilities report.

### TASK 3.1.3: EVALUATION OF BUILDING FACILITIES

Each facility is required to be reviewed under the state and federal standards that were in place at the time that the facility was built. Remediation of the violations found is required to meet the current standards in place. The 2010 ADA Standards and New Mexico Accessibility Code should be used to verify compliance with federal standards and for all remediation. Facilities that were built prior to 1992 must have the following elements brought into compliance:

- Accessible parking
- Accessible approach and entrance
- Access to goods and services
- Access to restrooms
- Any other measures necessary (e.g., drinking fountains, telephones)

Anything built since 1992 is required to be in full compliance with the 1990 ADA Standards. Facilities built or altered after March 15, 2010, are required to meet the 2010 ADA Standards unless they qualify for one of the available safe harbor provisions.

### TASK 3.1.4: FACILITY REPORTS AND GIS DATABASE

Once the compliance data is field collected and thorough quality control checks are completed, a report is generated for each facility using the information collected for existing conditions. The facility reports will document compliances and/or violations, photos, notes on related areas of concern, descriptions of the possible solutions, associated cost projections for bringing the location into compliance, and a project priority. All field measurements, compliance statuses, possible solutions, cost projections, and priorities will be provided in a GIS database for each facility, which will aid the City during the implementation process and while monitoring remediation progress. Each cost projection will account for total anticipated project costs including design, materials, and construction labor, and can be used in developing both immediate and long-range Capital Improvement Program (CIP) project planning.

## TASK 4: DEVELOP THE TRANSITION PLAN

After evaluating existing City facilities, we will work with City staff to update the City's ongoing ADA Transition Plan. The resulting documentation will satisfy the requirements of the 2010 Department of Justice Title II ADA requirements, Sections 35.105 and 35.150(d).

## Task 4.1: Administrative Requirements

### ADA Coordinator Roles and Responsibilities

Having an ADA Coordinator is a requirement under the ADA for state and local governments with 50 or more employees. The roles and responsibilities of the ADA Coordinator include being responsible for coordinating the efforts of the government entity to comply with Title II and investigating any complaints that claim the entity has violated Title II. To effectively fulfill this responsibility, the ADA Coordinator should be familiar with the state or local government's structure, activity, and employees. The ADA Coordinator is also responsible for helping members of the public with questions and concerns about disability discrimination. An effective ADA Coordinator will have a working knowledge of various alternative formats and technologies that enable people with disabilities to communicate, participate, and perform tasks. Additionally, the ADA Coordinator should have knowledge of the ADA and other laws addressing the rights of people with disabilities, as well as experience with people with a broad range of disabilities to efficiently address their questions.

Kimley-Horn understands that Gail Estell was the City's ADA Coordinator at the time of the last update to the Transition Plan. As part of this project we will provide Gail with any additional information that can help with her role as it relates to building facilities.

### ADA Grievance Policy and Procedure

The City is required to adopt and publish procedures for resolving grievances arising under Title II of the ADA and have it posted on the City's website. As a part of this project, we will review the City's existing ADA Grievance Policy and Procedure and make any necessary recommendations.

### ADA Notice

The ADA public notice requirement applies to all state and local governments covered by Title II, including entities with fewer than 50 employees. The target audience for the public notice includes applicants, beneficiaries, and other people interested in the entities' programs, services, and activities (PSAs). This notice is required to include information regarding Title II of the ADA and how it applies to the PSAs of the public entity. Publishing and publicizing the ADA notice is not a one-time requirement. The City should provide the information on an ongoing basis whenever necessary. As a part of this project, we will review the City's Notice Under the Americans with Disabilities Act and make any necessary recommendations.

## Task 4.2: Self-Evaluation Documentation

Following the Self-Evaluation of each facility, we will provide summaries that document the evaluation findings, including common issues, compliance and prioritization statistics, and barrier removal recommendations. Detailed reports for each facility will be provided, including digital photos of existing conditions, recommended improvements, and preliminary construction cost projections for each suggested improvement. Detailed field data from the facility evaluations will be provided in a GIS database.

## Task 4.3: Develop Prioritization

Our project team will coordinate with City staff and project stakeholders to develop initial evaluation criteria and a methodology for prioritizing ADA improvements at all City facilities. Based on our experience, potential scoring criteria may include:

- Adherence to ADA standards
- Type, status, and proximity of surrounding land uses
- Nature of request/demand (e.g., citizen complaints, staff inspection, or stakeholder committees)
- Potential safety risks and pedestrian/automobile crash frequency
- Existence and quality of infrastructure (e.g., curb ramp present, poor sidewalk conditions)
- Implementation costs
- Potential funding availability

## Task 4.4: Implementation Schedule

The ADA Transition Plan update will include a schedule of improvements to upgrade accessibility each

year following the development of the ADA Transition Plan. Remediation work can be presented in an independent remediation program, or as an integral part of regularly scheduled maintenance and improvement projects. All new projects regardless of funding sources, for building facilities, should include pedestrian elements that are consistent with the state and federal accessibility guidelines and standards.

Our team will develop a prioritized list of projects and barrier removals using the prioritization criteria and methodology discussed in the previous section. The prioritization of improvements can be based on several factors. Generally, priority should be given to facilities with the greatest need for accessibility. A draft list of prioritized improvements will be submitted to City staff for review and comments. We will incorporate comments and prepare a revised list of improvement projects for review by project stakeholders. With the prioritized list of ADA projects in place, we will assist the City in developing funding plans that are geared towards implementing all projects over a 5- to 10-year period. This time frame generally meets Department of Justice requirements. Projects should be scheduled based on priority and available funding for any given year.

### Task 4.5: Monitoring the Progress and Updates to the Plan

To be effective, the ADA Transition Plan needs to be used in the yearly planning of projects and funding decisions and be periodically reviewed for compliance and validity. The ADA Transition Plan should be viewed as a living document and updated regularly to reflect changes in real-world conditions and address any possible new areas of non-compliance.

Changes to a building, parking, or the accessible route, such as installing a newspaper vending machine or relocating a light pole, can create new access problems that were not evident when the ADA Transition Plan was drafted. Regular updates to the ADA Transition Plan will also result in monitoring compliance and the effectiveness of priorities set in the ADA Transition Plan itself. It is recommended that evaluation efforts also take place after the ADA Transition Plan is complete. Periodic reviews and updates to the ADA Transition Plan must be conducted to check ongoing compliance with ADA requirements. Evaluation activities will consist of reviewing the ADA Transition Plan to determine the level of compliance, as well as if any additional upgrades are needed. If deficiencies are found, they should be cataloged, and the ADA Transition Plan will be updated to detail how and when the barriers to access will be removed.

At the completion of the project, we will provide the City with a copy of all supporting information used to develop the Transition Plan. This includes all field assessment data, facility reports, priority schedules, and an action log by facility type in GIS format, compatible with the City's GIS system.

## TASK 5: MEETINGS

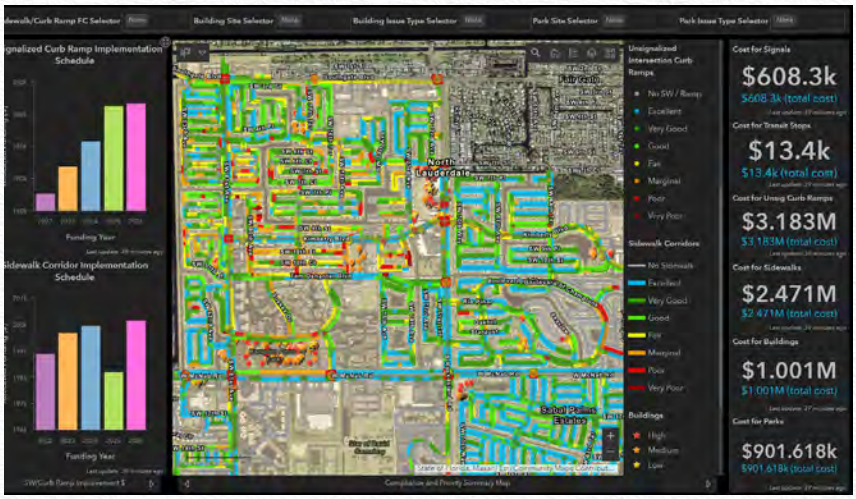
In addition to the project kick-off meeting, our team will meet the City's ADA Liaison Committee up to three times throughout the project duration to discuss the building evaluation findings, seek input on the development of the Transition Plan, and provide hands on, step-by-step instructions on managing the database and tracking progress as the City implements the Transition Plan.

## OPTIONAL TASK 6: KADA ARCGIS DASHBOARD

KADA
A Kimley-Horn Asset Management Solution

To aid in progress tracking and monitoring during the implementation of the Transition Plan, we will develop a custom ArcGIS Online Dashboard that will provide a web-based interface for the City to access data and project reports for all evaluated facilities. ArcGIS Online Dashboards are stored as a standard website that can be accessed by City staff without the need to have an ArcGIS license or experience working in ArcGIS. The dashboard combines a project map and multiple visualizations that work together on a single screen to provide key insights for at-a-glance decision making. Visualizations include interactive charts, graphs, and summary indicators that update automatically as various building facilities or geographic areas are filtered and sorted, which allows the user to quickly isolate information that is not available through a traditional database or GIS programs. City staff can view, filter, and summarize the project database, action log, and geographic information to understand the greatest accessibility improvement needs and associated funding required within a single or multi-year timeframe. Additionally, the detailed reports for each building

site and the previously evaluated public rights-of-way facilities, can be opened directly within the dashboard. This provides the ability for staff to quickly isolate areas of interest using the project map and then view or print detailed reports to create work orders and plan projects. Additional layers such as CIP, pedestrian attractors, or the six City Council Districts, can be added to the dashboard to further enhance decision-making. After the Transition Plan update has been completed, ownership of the dashboard is anticipated to be transferred to City staff so that updates can be made as the implementation of improvements is completed.




ArcGIS Online Dashboard project example.

## D. PROJECT TIME SCHEDULE

Adhering to schedules is a high priority for Kimley-Horn. Critical elements in maintaining schedules include a clear definition of the responsibilities of team members and frequent communication relative to goal achievement. Thus, schedule control begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project.

At Kimley-Horn, we know that schedule and quality control are equally important. We insist that our project managers build competent, independent reviews into their schedules. Below is a preliminary schedule for the project. As the project moves forward and our team formally scopes the project with the City, the schedule will be updated accordingly. We will also want to better understand City staff availability and adjust the project schedule to allow adequate time for staff input and review of deliverables.

| | 2024 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **LAS CRUCES ADA SELF-EVALUATION AND TRANSITION PLAN - PROJECT SCHEDULE** | **MAR** | | **APR** | | **MAY** | | **JUNE** | | **JULY** | | **AUG** | |
| **TASK 1 -** Project Management | | | | | | | | | | | | |
| **TASK 2 -** Project Kick-Off Meeting | | | | | | | | | | | | |
| **TASK 3 -** Self-Evaluation (including Facility Reports) | | | | | | | | | | | | |
| **TASK 4 -** Transition Plan Development | | | | | | | | | | | | |
| **TASK 5 -** Meetings | | | | | | | ★ | | ★ | | ★ | |
| **OPTIONAL TASK 6 -** KADA ArcGIS Dashboard | | | | | | | | | | | | |

### Ability To Commit Time and Resources

Our team members are in an excellent position to provide responsive service to the City on this contract. Kimley-Horn uses a workload forecasting technique (known as our “cast-ahead” process) to determine staffing requirements. Using this process, our division and regional managers shift staff and workloads as needed to meet all demand/supply needs. This “cast-ahead” process enables us to assign ample staff and technical resources to complete this project on time and to the City’s satisfaction.

# EVALUATION CRITERIA NO. 2: QUALIFICATIONS AND COMPETENCE

## A. KEY PERSONNEL QUALIFICATIONS

### Organizational Chart

Our project team has been thoughtfully assembled by Matt Pool, who will serve as the project manager. Below is our organizational chart, which details our project team and identifies key personnel and relationships among team members. This is followed by a description of experience, areas of competence, and a percent of time assigned to the project for our key personnel.

**CITY OF LAS CRUCES**



**PROJECT MANAGER**
Matt Pool, P.E.

**QC/QA LEAD**
Brian Shamburger, P.E., PTOE

[1]DLZ NATIONAL, INC.

**PROJECT DATABASE AND MAPPING**
Chris Smith
Stephen Metzer, AICP, SPWS[1]

**SELF-EVALUATION**
Chris Smith
Stephen Metzer, AICP, SPWS[1]
Lauren Holtz[1]

**DATA COLLECTION/PLAN PREPARATION**
Chris Smith
Stephen Metzer, AICP, SPWS[1]
Sara Huss, PLA, LEEP AP CPESC[1]
Lauren Holtz[1]

**IMPROVEMENT PRIORITIZATION AND COSTING**
Matt Pool, P.E.
Stephen Metzer, AICP, SPWS[1]
Sara Huss, PLA, LEEP AP CPESC[1]

**TRANSITION PLAN DEVELOPMENT**
Matt Pool, P.E.
Stephen Metzer, AICP, SPWS[1]
Brian Shamburger, P.E., PTOE
Erin Eurek, P.E.

## B. CONTACT INFORMATION AND ROLES FOR FIRMS RESPONSIBLE FOR CONTRACT ADMINISTRATION

Kimley-Horn will be partnering with our trusted subconsultant, DLZ National, Inc., for this ADA Accessibility Assessment and Transition Plan update. Below, we have listed the primary contact information for each firm, along with corresponding addresses and areas of responsibility for each. This is followed by brief overview of DLZ.

### Kimley-Horn

**Principal Member:** Brian Shamburger, P.E., PTOE | Senior Vice President | 801 Cherry Street Unit 11, Suite 1300, Fort Worth, TX 76102 | 817.339.2245

- **Areas of Responsibility:** Project Management | QC/QA | Project Database and Mapping | Self-Evaluation | Improvement Prioritization and Costing | Data Collection/Plan Preparation | Transition Plan Development

### DLZ National, Inc.

**Principal Member:** Manoj Sethi, P.E. | Vice President | 1425 Keystone Avenue, Lansing, Michigan 48911 | 517.393.6800

- **Areas of Responsibility:** Project Database and Mapping | Self-Evaluation | Improvement Prioritization and Costing | Data Collection/Plan Preparation | Transition Plan Development
- **Firm Overview and Qualifications:** DLZ is a family- and minority-owned architectural, engineering, environmental, planning, construction, and survey services firm dedicated to providing solutions that save their clients' money, improve operations, and solve problems. DLZ has a long history of providing services to public agencies and has broad range of capabilities and services to their clients, all with the use of experienced and registered personnel. DLZ applies the collaborative strengths of architects and engineers working together to deliver projects. DLZ has a long history of providing ADA compliance evaluations and design services throughout the United States, and its staff members strive to stay current and updated on ADA issues. DLZ team members are well-versed with the requirements of the ADA regulations and design guides, including the 2010 ADA Standards for Accessible Design and New Mexico Accessibility Code. **Kimley-Horn and DLZ have developed a strong relationship that is centered around partnering on projects across the country to deliver clients with cohesive and comprehensive agency-wide ADA Self-Evaluations and Transition Plans.**

## C. LOCATION AND PERCENTAGE OF WORK TO BE PERFORMED

Kimley-Horn's Fort Worth, Texas office will parter with DLZ in their Lansing, Michigan office to complete the work for this contract.

***Kimley-Horn: 49%*** ***DLZ: 51%***

## D. PROFESSIONAL RESPONSIBLE FOR AND IN DIRECT CHARGE OF THE WORK

Matt Pool, P.E. is a Professional Engineer in Texas (No. 123334). He will be responsible for, and in direct charge of, the work taking place for this contract.

- 801 Cherry Street, Unit 11 Suite 1300, Fort Worth, TX 76102
- New Mexico Registration: N/A



## MATT POOL, P.E. (TX)

PROJECT MANAGER | IMPROVEMENT PRIORITIZATION AND COSTING | TRANSITION PLAN DEVELOPMENT

**YEARS OF EXPERIENCE: 11 | AVAILABILITY: 40%**

Matt has more than two years of research experience with the University of Texas Center for Transportation Research and eleven years of practical experience with the transportation planning and traffic operations team at Kimley-Horn. Since joining Kimley-Horn, Matt has worked on projects involving accessibility, traffic signal design, traffic impact analyses, bicycle striping plans, and roadway impact fees. Matt's area of competence is on the development of ADA Self-Evaluations and Transition Plans where he serves as the project manager and accessibility specialist for projects in Texas and across the nation.

### PROFESSIONAL CREDENTIALS

- Master of Science, Transportation Engineering, University of Texas
- Bachelor of Science, Civil Engineering, University of Texas
- Professional Engineer in Texas (No. 123334)
- Institute of Transportation Engineers, Member

### RELEVANT EXPERIENCE

- Las Cruces ADA Self-Evaluation and Transition Plan, Las Cruces, NM
- Denton ADA Self-Evaluation and Transition Plan, Denton, TX
- Gallatin ADA Self-Evaluation and Transition Plan, Gallatin, TN
- North Lauderdale ADA Self-Evaluation and Transition Plan, North Lauderdale, FL
- Harrisburg ADA Self-Evaluation and Transition Plan, Harrisburg, NC
- Northport ADA Self-Evaluation and Transition Plan, Northport, AL
- East Point ADA Self-Evaluation and Transition Plan, East Point, GA
- Peoria ADA Self-Evaluation and Transition Plan, Peoria, AZ



## BRIAN SHAMBURGER, P.E. (TX, OK), PTOE

QC/QA LEAD

**YEARS OF EXPERIENCE: 29 | AVAILABILITY: 30%**

Brian brings 29 years of experience in transportation engineering and accessible pedestrian facility design. Over the past 13 years, he has become an expert in the competence area of accessibility, helping numerous municipalities and Title II agencies across the country perform Self-Evaluations and develop ADA Transition Plans. Brian has also worked with numerous municipalities and state DOTs across the country to host roundtables on ADA Transition Plan requirements and is a recurring instructor at the National ADA Symposium.

### PROFESSIONAL CREDENTIALS

- Master of Science, Civil Engineering, Texas A&M University
- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas (No. 86377); Oklahoma (No. 24378)
- Pro Traffic Ops Engineer (No. 2125)

### RELEVANT EXPERIENCE

- Knox County ADA Transition Plan, Knox County, TN
- Gilbert ADA Transition Plan, Gilbert, AZ
- Jupiter ADA Transition Plan, Jupiter, FL
- Oklahoma Department of Transportation ADA Transition Plan, Statewide, OK
- Tulsa ADA Transition Plan, Tulsa, OK
- Smyrna ADA Self-Evaluation and Transition Plan, Smyrna, TN
- Bryan ADA Self-Evaluation and Transition Plan, Bryan, TX
- College Station ADA Self-Evaluation and Transition Plan, College Station, TX
- DeSoto ADA Self-Evaluation and Transition Plan, DeSoto, TX
- Mesquite ADA Self-Evaluation and Transition Plan, Mesquite, TX



## CHRISTOPHER SMITH

PROJECT DATABASE AND MAPPING | SELF-EVALUATION | DATA COLLECTION/PLAN

**YEARS OF EXPERIENCE: 5 | AVAILABILITY: 60%**

Christopher has five years of practical experience with the transportation planning and traffic operations team at Kimley-Horn. Christopher has worked on projects involving traffic impact analyses, impact fees, and asset management. Today, Christopher's primary area of competence is on the development of ADA Self-Evaluations and Transition Plans where he serves as the project analyst for projects in Texas and across the nation.

**PROFESSIONAL CREDENTIALS**

- Bachelor of Science, Mathematics, University of Texas at Arlington

**RELEVANT EXPERIENCE**

- CapMetro ADA Self-Evaluation and Transition Plan, Austin, TX
- Dallas ADA Self-Evaluation and Transition Plan, Dallas, TX
- Davie ADA Self-Evaluation and Transition Plan, Davie, FL
- King County Metro ADA Self-Evaluation and Transition Plan, King County, WA
- LADOTD ADA Self-Evaluation and Transition Plan, Statewide, LA
- Plantation ADA Self-Evaluation and Transition Plan, Plantation, FL
- Hollywood ADA Self-Evaluation and Transition Plan, Hollywood, FL



## ERIN EUREK, P.E. (TX)

IMPROVEMENT PRIORITIZATION AND COSTING | TRANSITION PLAN DEVELOPMENT

**YEARS OF EXPERIENCE: 17 | AVAILABILITY: 40%**

Erin has over 17 years in the competence area of traffic, transportation, and accessibility with Kimley-Horn and more than three years of research experience with the Texas Transportation Institute. In addition to her focus on ADA Transition Plans, Erin has extensive experience with traffic signal design, including those with complex design issues where right-of-way is limited, and ADA compliance challenges exist. Erin spearheaded the development of Kimley-Horn's ADA data collection, data processing, and data management application that has been used to complete ADA Transition Plan projects nationwide. Erin has developed and taught trainings to multiple municipal and state agencies on the design of pedestrian facilities in the public rights-of-way based on her practical experience as a design engineer and comprehensive knowledge of the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public-Right-of-Way (PROWAG).

**PROFESSIONAL CREDENTIALS**

- Master of Engineering, Civil Engineering, Texas A&M University
- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas (No. 107284)
- Institute of Transportation Engineers, Member

**RELEVANT EXPERIENCE**

- Manhattan ADA Self-Evaluation and Transition Plan, Manhattan, KS
- Flower Mound ADA Self-Evaluation and Transition Plan, Flower Mound, TX
- Knox County ADA Self-Evaluation and Transition Plan, Knox County, TN
- Hollywood ADA Self-Evaluation and Transition Plan, Hollywood, FL
- Payson ADA Self-Evaluation and Transition Plan, Payson, AZ



## STEPHEN METZER, AICP, SPWS

PROJECT DATABASE AND MAPPING | SELF-EVALUATION | DATA COLLECTION/PLAN PREPARATION | IMPROVEMENT PRIORITIZATION AND COSTING | TRANSITION PLAN DEVELOPMENT

**YEARS OF EXPERIENCE: 34 | AVAILABILITY: 40%**

Stephen is DLZ's lead ADA Specialist and trains clients on the various ADA requirements and design standards. His experience and expertise includes extensive knowledge of the 2010 ADA Standards for Accessible Design and PROWAG, which will be the enforceable standard for ROW facilities upon adoption. He has attended several training courses and participated in dozens of webinars on ADA compliance topics provided by the ADA National Network. He has presented at numerous conferences and seminars on various ADA topics and authored or been quality control reviewer on dozens of ADA Transition Plans.

### PROFESSIONAL CREDENTIALS

- Bachelor of Science, Biology, Central Michigan University
- American Institute of Certified Planners (No. 017270)
- Senior Professional Wetland Scientist (No. 000473)

### RELEVANT EXPERIENCE

- Dayton ADA Self-Evaluation and Transition Plan, Dayton, OH
- Columbus Recreation and Parks Department, Columbus, OH
- Lakewood ADA Self-Evaluation and Transition Plan, Lakewood, OH
- Henry County ADA Self-Evaluation and Transition Plan, New Castle, IN
- Tallahassee Senior Center ADA Evaluation, Tallahassee, FL
- Gatlinburg ADA Self-Evaluation and Transition Plan, Gatlinburg, TN



## SARA HUSS, PLA, LEED AP, CPESC

DATA COLLECTION/PLAN PREPARATION | IMPROVEMENT PRIORITIZATION AND COSTING

**YEARS OF EXPERIENCE: 22 | AVAILABILITY: 25%**

Sara of DLZ has developed a specialty in designing for accessibility on a variety of projects. She has been instrumental in the completion of numerous Self Evaluations and Transition Plans for municipalities. Her experiences have included performing the compliance evaluations as well as training others. She has furthered her knowledge by attending continuing education such as the National ADA Symposium and Indiana Department of Transportation's (INDOT) Designing Pedestrian Facilities for Accessibility. Her site layout experience combined with her knowledge with ADA compliance has enabled her to develop sensible solutions for non-compliant situations.

### PROFESSIONAL CREDENTIALS

- Bachelor of Science, Landscape Architecture, Purdue University
- Professional Landscape Architect: Illinois; Indiana; Ohio; Michigan; Kentucky
- Certified Professional in Erosion and Sediment Control (No. 7485)
- LEED Accredited Professional

### RELEVANT EXPERIENCE

- Dayton ADA Self-Evaluation and Transition Plan, Dayton, OH
- Lakewood ADA Self-Evaluation and Transition Plan, Lakewood, OH
- Columbus ADA Self-Evaluation and Transition Plan, Columbus, OH
- Hamilton County ADA Self-Evaluation and Transition Plan, Noblesville, IN
- Clark County ADA Self-Evaluation and Transition Plan, Jeffersonville, IN
- Morgan County ADA Self-Evaluation and Transition Plan, Martinsville, IN
- Terre Haute Self-Evaluation and Transition Plan, Terre Haute, IN



**PROFESSIONAL CREDENTIALS**

- Bachelor of Science, Urban and Regional Planning, Eastern Michigan University

# LAUREN HOLTZ

## SELF-EVALUATION | DATA COLLECTION/PLAN PREPARATION

**YEARS OF EXPERIENCE: 2 | AVAILABILITY: 50%**

Lauren is a planner at DLZ, and her responsibilities include a number of tasks related to ADA and Title VI of the Civil Rights Act compliance. She has performed a variety of tasks for ADA compliance projects, including evaluation of various buildings, parks, and rights-of-way facilities. She has also assisted with preparing client deliverables for ADA projects.

### RELEVANT EXPERIENCE

- Lakewood ADA Self-Evaluation and Transition Plan, Lakewood, OH
- Columbus ADA Self-Evaluation and Transition Plan, Columbus OH
- Marietta ADA Self-Evaluation and Transition Plan, Marietta, OH
- Henry County ADA Self-Evaluation and Transition Plan, New Castle, IN

# EVALUATION CRITERIA NO. 3: PERFORMANCE OF THE FIRM

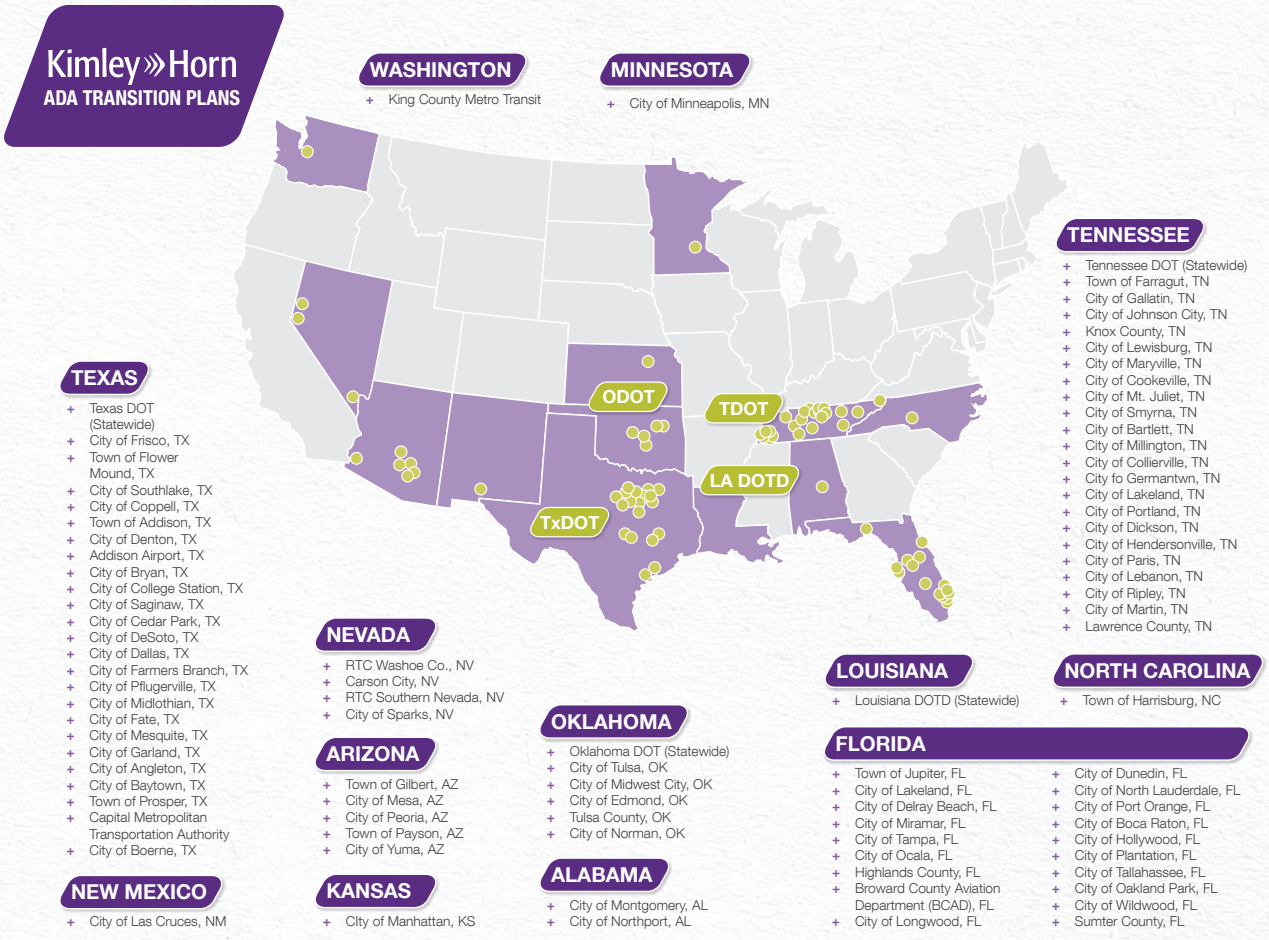
## FIRM OVERVIEW

Founded 57 years ago, Kimley-Horn is a multidisciplinary planning and design consulting firm. We have a staff of 7,400+ who serve a wide range of clients across many disciplines from more than 127 offices nationwide. Kimley-Horn is able to bring you the resources of a large national firm combined with the understanding of a small local organization.

Kimley-Horn is well-versed in the business of ADA compliance, data collection, conditions assessment, implementation plan development, public outreach, and training. This is complemented by our experience in creative applications of GIS technology. Kimley-Horn has created KADA, an ArcGIS/GPS-based application used to develop and implement ADA Transition Plans helping state DOTs and municipalities upgrade aging infrastructure to meet applicable standards.

**We are recognized leaders in the development of ADA Transition Plans and Assessments. We not only understand how to evaluate and plan accessibility improvements, but also know how to implement improvements**. Kimley-Horn has considerable experience in developing GIS-based approaches to project prioritization. We understand how to use spatial data analysis to incorporate asset condition, assess the relationships to other public facilities, and identify similar factors to prioritize projects. This assists in creating an ADA Transition Plan that meets federal requirements.

The Kimley-Horn team has provided extensive ADA consultant services over the past 14 years. In addition to the project examples shown in this proposal, Kimley-Horn has provided services for the entities below.



# RELEVANT EXPERIENCE

## DENTON ADA SELF-EVALUATION AND TRANSITION PLAN (PHASES 1 AND 2) – DENTON, TX

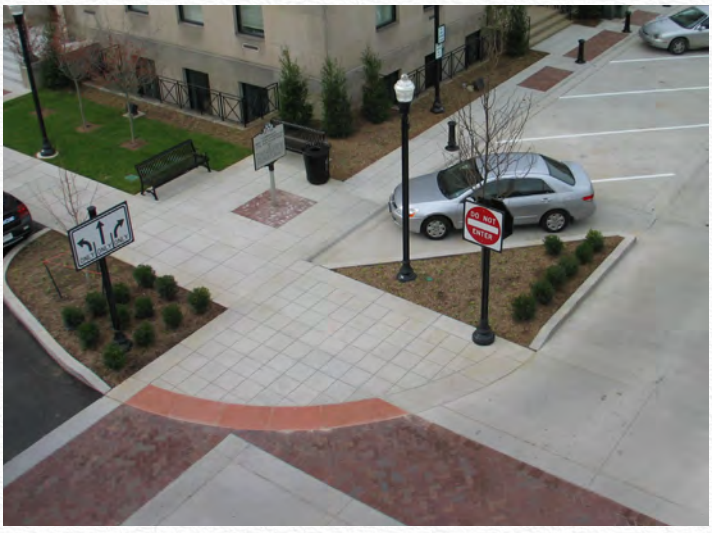
Kimley-Horn was selected by the City of Denton to prepare their ADA Transition Plan. Matt and his team established evaluation criteria, methodology, and procedures to evaluate, provide cost projections, and implement ADA improvements. Facilities evaluated as part of the first project phase included 124 signalized intersections, 375 miles of sidewalk and associated driveways, and over 2,500 curb ramps. Facilities evaluated as part of the second project phase included 72 buildings, 40 parks, 33 miles of paved trails, and 15 miles of unpaved trails. The project team also reviewed the City's grievance process and ADA public notice and solicited public feedback on facility accessibility via survey and interactive web map.



- Reference: Gary Packan, CPRP | City of Denton | Parks and Recreation Director | 940.349.7460 | gary.packan@cityofdenton.com

## GALLATIN ADA SELF-EVALUATION AND TRANSITION PLAN (PHASES 1 AND 2)– GALLATIN, TN

Kimley-Horn reviewed all the City of Gallatin's programs, procedures, and policies; employment practices; ordinances; website; and design standards. In addition, the project included an ADA compliance review of 17 buildings and associated parking lots, eight parks and associated parking lots, 20 signalized intersections, 14 linear miles of park sidewalks and associated curb ramps, and eight linear miles of trails. The Final Transition Plan was submitted and approved by Gallatin's City Council in December 2018. Following the completion of the initial project, the City asked our team to complete a second phase that included an ADA compliance review of 24 signalized intersections and 79 miles of public right-of-way sidewalks. The City's Transition Plan was updated in August 2020 to include findings for the additional facility evaluations.



- Reference: Nick Tuttle, P.E. | City of Gallatin | City Engineer | 615.451.5965 | nick.tuttle@gallatintn.gov

## NORTH LAUDERDALE ADA SELF-EVALUATION AND TRANSITION PLAN – NORTH LAUDERDALE, FL




Kimley-Horn prepared an ADA Self-Evaluation and Transition Plan for the City of North Lauderdale. Our team completed a Self-Evaluation of the City's current programs, services, and activities related to the ADA, including a review of the City's departments, boards and commissions, ordinances, employment practices, and emergency management plan. All public City facilities were evaluated which included 10 public buildings and their associated parking, 19 parks, 23 signalized intersections, 117 miles of sidewalk and all associated unsignalized intersection curb ramps and pedestrian crossings, and 22 transit stops.

Kimley-Horn prepared cost estimates to remediate the identified barriers, prioritized the remediation projects, and developed the City's ADA Transition Plan. Kimley-Horn also provided training to City staff related to using the project database and progress monitoring and tracking tools. This training will allow the City to continue to update the Transition Plan and associated database as accessibility improvements are implemented over time.

- Reference: Tammy Reid-Holguin | City of North Lauderdale | Community Development Director | 954.597.4737 | tholguin@nlauderdale.org

# EXHIBIT B

# SCHEDULE

## Las Cruces Accessibility Assessment and Transition Plan Update: Cost Proposal - Staff Hours and Fee Summary

| Task | Subtasks | Assumptions | Hours (Kimley-Horn) | | | | | | Total Kimley-Horn Hours | Hours (DLZ) | | | Total DLZ Hours | Kimley-Horn Direct Costs | DLZ Direct Costs | Indirect Costs, Materials, and Equipment | Total Task Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Project Manager | Project Engineer | GIS Professional | GIS Analyst | Project Administration | Project Accountant | | Project Manager | Accessibility Specialist | Clerical | | | | | |
| Task 1 - Project Management | 1.01 Maintain project records, budget, and communications for duration (6 months)<br><br>1.02 Prepare progress reports and invoices | Progress monitoring<br>Monthly invoicing<br>Monthly progress reporting | 12 | 8 | - | - | 8 | 9 | **37** | 36 | 8 | | **44** | $7,326 | $8,411 | $0 | $15,737 |
| Task 2 - Project Kickoff Meeting | 2.01 Prepare materials, attend, and summarize action items from meeting | 1 virtual kick-off meeting<br>Presentation and summary of discussion and action items provided to City | 2 | 3 | - | - | 2 | - | **7** | 2 | | | **2** | $1,447 | $421 | $0 | $1,868 |
| Task 3 - Self-Evaluation | 3.01 Self-Evaluation Facility ADA Accessibility Survey<br><br>3.02 Develop facility reports<br><br>3.03 Develop GIS database | Assumes the following facility counts:<br>9 City owned buildings | 8 | 8 | 12 | 34 | - | - | **62** | 96 | 192 | 50 | **338** | $11,137 | $44,117 | $5,197 | $60,451 |
| Task 4 - Transition Plan Development | 4.01 Develop prioritization schedule<br>4.02 Develop estimated cost of improvements<br>4.03 Prepare ADA Transition Plan draft report, executive summary and Appendices | The information developed for this phase of the ADA Transition Plan will be delivered to the City as a separate facilities section/chapter that the City will integrate into their overall ADA Transition Plan.<br><br>After delivery of draft deliverables, one round of consolidated review comments from City staff will be addressed. The deliverables will be updated and provided back to the City. | 10 | 20 | 10 | 12 | 4 | - | **56** | 40 | 36 | | **76** | $10,928 | $12,199 | $0 | $23,127 |
| Task 5 - Progress Meetings (2) | 5.01 Prepare materials, attend, and summarize action items from one (1) meeting | 1 virtual progress meeting<br>Presentation and summary of discussion and action items provided to City | 4 | 6 | - | 4 | 4 | - | **18** | 1 | 1 | | **2** | $3,505 | $316 | $0 | $3,820 |
| **Optional** Task 6 - Develop KADA ArcGIS Online Dashboard | 6.01 Develop online dashboard<br>6.02 Transfer ownership of dashboard to City | Online dashboard that integrates data from all facilities evaluated to date (buildings and public rights-of-way) into a single online platform that supports planning, budgeting, and decision-making for accessibility improvements. | 18 | 10 | 32 | 32 | - | - | **92** | - | - | - | **0** | $17,518 | - | $0 | $17,518 |
| | | Professional Hourly Rate | $299.82 | $196.94 | $164.67 | $152.57 | $128.40 | $125.02 | | $210.25 | $105.25 | $74.50 | | | | | |
| | | Professional Total Fee | $16,190 | $10,832 | $8,892 | $12,511 | $2,311 | $1,125 | | $36,794 | $24,944 | $3,725 | | | | | |
| | | | | | | | | | | | | | | | | **Total Project Cost (excluding Task 6)** | **$105,003** |
| | | | | | | | | | | | | | | | | **Total Project Cost (including Task 6)** | **$122,521** |

**25-020**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Joe Padilla | **Department:** | Financial Services |
| **Program:** | Budget | **Line of Business:** | Fiscal Management |

| | |
|---|---|
| **Title:** | **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.** |

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

## PURPOSE(S) OF ACTION:

To accept awarded grants and adjust the FY25 budget.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

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

## SUPPORT INFORMATION:

Exhibit "A" - Fund Summaries
Attachment "A" Grant Listing
Attachment "B" - LCU FFY24 USDA NIFA CFWR Grant 2024-70510-41991 Executed Agreement
Attachment "C" - PD FY24 HIDTA Agreement G23SN0006A Modification #9 Executed Agreement
Attachment "D" - PD FY24 HIDTA Agreement G23SN0006A Modification #10 Executed Agreement
Attachment "E" - PD FY25 NMHIDTA Award No G24SN0006A Executed Agreement

## PLAN(S):

None

## COMMITTEE/BOARD REVIEW:

None

**DOES THIS AMEND THE BUDGET?:**

☒ Yes

☐ No

**BUDGET / FISCAL IMPACT:**

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

**Funding Source(s):**
Various

**Overall Budget Impact:**
Please refer to Exhibit "A" Fund Summaries

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

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

**OPTIONS / ALTERNATIVES:**

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

**RESOLUTION 25-020**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025 BUDGET.**

The City Council is informed that:

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

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

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

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

**(I)**

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

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5500 SOLID WASTE OPERATIONS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 2,455,592 | 0 | 0 | 2,455,592 |
| **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 | 233,400 | 233,400 | 0 | 233,400 |
| 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 | 18,148,827 | 18,148,827 | 0 | 18,148,827 |
| 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 | 500 | 500 | 0 | 500 |
| Miscellaneous Revenues | 14,789 | 14,789 | 0 | 14,789 |
| Federal Grants | 0 | 0 | 257,600 | 257,600 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **18,397,516** | **18,397,516** | **257,600** | **18,655,116** |
| **TOTAL RESOURCES** | **$ 20,853,108** | **18,397,516** | **257,600** | **21,110,708** |
| **Expenditures** | | | | |
| General Government | 4,284,725 | 4,284,725 | 0 | 4,284,725 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 15,711,790 | 15,711,790 | 257,600 | 15,969,390 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 19,996,515** | **19,996,515** | **257,600** | **20,254,115** |
| **Other Resources** | | | | |
| Operating Transfers In | 1,000,000 | 1,000,000 | 0 | 1,000,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 1,000,000** | **1,000,000** | **0** | **1,000,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 1,856,593** | **(598,999)** | **0** | **1,856,593** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5560 SOLID WASTE EQUIP REPL RESERVE 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 4,352,128 | 0 | 0 | 4,352,128 |
| **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 | 55,000 | 55,000 | 0 | 55,000 |
| Miscellaneous Revenues | 100,000 | 100,000 | 0 | 100,000 |
| Federal Grants | 0 | 0 | 142,400 | 142,400 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **155,000** | **155,000** | **142,400** | **297,400** |
| **TOTAL RESOURCES** | **$ 4,507,128** | **155,000** | **142,400** | **4,649,528** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 4,381,393 | 4,381,393 | 242,400 | 4,623,793 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 4,381,393** | **4,381,393** | **242,400** | **4,623,793** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 125,735** | **(4,226,393)** | **(100,000)** | **25,735** |

*Exhibit "A"*

# *CITY OF LAS CRUCES*

## *BUDGET ADJUSTMENT REQUEST*

### *BUDGET FISCAL YEAR 2024-25*

| | 7492 HIDTA-CLC 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 30,520 | 0 | 0 | 30,520 |
| **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 | 1,494,556 | 1,502,572 | 30,621 | 1,533,193 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **1,494,556** | **1,502,572** | **30,621** | **1,533,193** |
| **TOTAL RESOURCES** | **$ 1,525,076** | **1,502,572** | **30,621** | **1,563,713** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| METRO | 713,612 | 703,628 | 35,068 | 738,696 |
| HIDTA | 717,297 | 735,297 | (4,447) | 730,850 |
| **Total Expenditures** | **$ 1,430,909** | **1,438,924** | **30,621** | **1,469,546** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 94,167** | **63,648** | **0** | **94,167** |

# CITY OF LAS CRUCES

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

**Today's Date:** 06/21/2024
**Application Submission Date:**
**Requested Amount:** $400,000.00
**Award Notification Date:**
**Funding Agency:** U. S. Department of Agriculture (USDA)
National Institute of Food and Agriculture (NIFA)
**CFDA #:** 10.935

**Grant Team Representative:** Gabriela Prats
**Council Budget Adjustment Date:** 08/19/2024
**Grant Award Amount:** $ 400,000.00
**Grant Agreement #:** 2024-70510-41991
**Funder MUNIS CID #:**

## PROJECT INFORMATION

**Grant Project Title:** City of Las Cruces Curb Your Waste Food Recycling Project
**Type of Funding:** Federal Operating & Capital
**Grantor Type:** Federal
**Match Description:** State-Local Combo Match
**Match Source:** Utilities Department funds
**Grant Effective Date:** 06/01/2024
**Starting Fiscal Year of Grant:** FY2024
**Grant Scope of Work:**

**Type of Grant:** Competitive
**Match Amount:** $ 100,000.00
**Match Percent/Ratio:** 25%
**Grant Reversion Date:** 05/31/2026

This grant award will be used to establish the Curb Your Waste Food Recycling Program. This pilot program will help increase the amount of food that is collected and then composted, thereby reducing the amount of food waste that ends up in the landfill. This initial step in the program will target food waste from local schools. The compost will then be provided at no cost to Las Cruces residents to use in their own yards and gardens.

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

## DEPARTMENT INFORMATION

**Department:** Utilities
**Program:** Solid Waste Green Waste, Compost & Cleanf
**Email:** cpierce@lascruces.gov
**MUNIS Dept. Number:** 340

**Line of Business:** Solid Waste Collections
**Project Manager:** Carl Pierce
**Phone:** 575-528-3543

## ACCOUNT STRINGS:

**Include the fund number - Object Description - Amount:** *(2100 for General Grants/4100 for Capital Grants*

REV: 5560-5560-599100 - $142,400.00
REV: 5500-50534001-599100 - $257,600.00
EXP: 5500-50534001-721080 - $75,000.00
5500-50534011-701000 - $12,600.00
5500-50534011-701180 - $170,000.00
5560-50534012-808000 - $242,400.00 (MATCH $100,000)

**Capital Assets:** ☑ **YES** ☐ **NO**

**Reimbursable Grant:** ◉ **Revenue Collected in Advance:** ○

**Grant Application #:** N/A
**Project Code #** 25991
**Set-Up Date:** _____
**Date to Accounting:** 07/05/2024

**Accounting Department Info:** 50534001-591190 Not strung- did not read about program income in grant agreement- JT 07/05/24

# CITY OF LAS CRUCES

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

**Today's Date:** 07/31/2024
**Grant Team Representative:** Gabriela Prats
**Grant Award Amount:** $ 1,068,696.00
**Council Budget Adjustment Date:** 08/19/2024
**Grant Agreement #:** G23SN0006A
**Grant Effective Date:** 01/01/2023
**Grant Reversion Date:** 12/31/2024
**Funding Agency:** New Mexico High Intensity Drug Trafficking Areas (NMHIDTA) Program

## PROJECT INFORMATION

**Grant Project Title:** Southwest Border High Intensity Drug Trafficking Areas (HIDTA)
**Type of Funding:** State Operating
**Type of Grant:** Non-Competitive/Entitlement Recurring
**Grant Type:** State
**Match Amount:** $ 0.00
**Match Description:** No Match Required-Provided
**Match Percent/Ratio:** 0
**Match Source:** N/A
**City Fiscal Year:** FY2024
**Funder Fiscal Year:** FY2024
**Grant Scope of Work:**

NMHIDTA issued two modifications to the FY24 grant award to adjust the funds needed to complete FY24 operations. Modification No. 9 decreases the award by $5,876.21 in overtime. Modification No. 10 increases the award by $36,497.00 in personnel costs. The changes are needed due to changes in actual staffing versus anticipated staffing in the adjusted budget.

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

## DEPARTMENT INFORMATION

**Implementation Dept:** Police
**User Dept:**

**Line of Business:** 0232- Public Safety
**Program:** HIDTA
**Project Manager:** Sonia Arteche
**Phone:** 575-541-7562
**Email:** sarteche@lascruces.gov
**MUNIS Dept. Number:** 940- HIDTA

**Line of Business:**
**Program:**
**Project Manager:**
**Phone:**
**Email:**
**MUNIS Dept. Number:** SELECT

**Check box if implementation and user departments are the same:** ☑

## ACCOUNT STRINGS:

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

Modification No. 9:
REV: 7492-79300005-599100-23030 - $5,876.21 (decrease)
EXP: 7492-79300005-601110-23030 - $5,876.21 (decrease)

Modification No. 10:
REV: 7492-79400003-599100-23030 - $36,497.00 (increase)
EXP: 7492-79400003-721080-23030 - $31,368.00 (increase)

**Capital Assets:** ☐ YES ☑ NO

**Reimbursable Grant:** ◉ **Revenue Collected in Advance:** ○

**Date to Accounting:**
**Project Number:** 23030
**Project Created By:**
**Set-Up Date:**
**Accounting Comments:**

| **Modification No. 9:** | |
|---|---|
| **REV:** 7492-79300005-599100-23030 - $5,876.21 | Decrease |
| **EXP:** 7492-79300005-601110-23030 - $5,876.21 | Decrease |

| **Modification No. 10:** | |
|---|---|
| **REV:** 7492-79400003-599100-23030 - $36,497.00 | Increase |
| **EXP:** 7492-79400003-721080-23030 - $31,368.00 | Increase |
| 7492-79400003-701000-23030 - $18,700.00 | Increase |
| 7492-79400003-601010-23030 - $15,000.00 | Decrease |
| 7492-79300005-601110-23030 - $12,000.00 | Increase |
| 7492-79300005-601120-23030 - $2,500.00 | Decrease |
| 7492-79300005-601130-23030 - $1,500.00 | Decrease |
| 7492-79300005-601140-23030 - $4,000.00 | Decrease |
| 7492-79300005-601170-23030 - $2,571.00 | Decrease |

# CITY OF LAS CRUCES

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

**Today's Date:** 07/05/2024
**Grant Team Representative:** Gabriela Prats
**Grant Award Amount:** $ 728,476.00
**Council Budget Adjustment Date:** 08/19/2024
**Grant Agreement #:** G24SN0006A
**Grant Effective Date:** 01/01/2024
**Grant Reversion Date:** 12/31/2025
**Funding Agency:** New Mexico High Intensity Drug Trafficking Area (HIDTA) Program

## PROJECT INFORMATION

**Grant Project Title:** FY25 Las Cruces Police Department High Intensity Drug Trafficking Area (HIDTA) Program
**Type of Funding:** Federal Operating
**Type of Grant:** Non-Competitive/Entitlement Recurring
**Grantor Type:** Federal
**Match Amount:** $ 0.00
**Match Description:** No Match Required-Provided
**Match Percent/Ratio:** 0
**Match Source:** N/A
**City Fiscal Year:** FY2025
**Funder Fiscal Year:** FY2024
**Grant Scope of Work:**

This award supports HIDTA initiatives. Funding is used for staff salaries and benefits, facilities, equipment, supplies, and administrative costs.

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

## DEPARTMENT INFORMATION

**Implementation Dept:** Police
**User Dept:**

**Line of Business:** 0232- Public Safety
**Program:** HIDTA
**Project Manager:** Sonia Arteche
**Phone:** 575-541-7562
**Email:** sarteche@lascruces.gov
**MUNIS Dept. Number:** 940- HIDTA

**Line of Business:**
**Program:**
**Project Manager:**
**Phone:**
**Email:**
**MUNIS Dept. Number:** SELECT

**Check if implementation and user department are the same:** ☑

## ACCOUNT STRINGS:

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

REV: 7492-79400007-599100-24030 - $97,548.00
7492-79400000-599100-24030 - $139,104.00
7492-79300005-599100-24030 - $477,349.00
7492-79400003-599100-24030 - $14,475.00
EXP: 7492-79400000-721080-24030 - $21,788.00
7492-79400000-701000-24030 - $3,300.00
7492-79400000-741000-24030 - $114,016.00

**Capital Assets:** ☐ **YES** ☑ **NO**

**Reimbursable Grant:** ◉ **Revenue Collected in Advance:** ○

Date to Accounting: 7/26/24
**Project Number:** 24030
Project Created By:
**Set-Up Date:** 7/29/24
Accounting Comments: 50534001-591190 Not strung- did not read about program income in grant agreement- JT 07/05/24

| | |
|---|---|
| **REVENUE** | |
| 7492-79400007-599100-24030 - $97,548.00 | 97,548.00 |
| 7492-79400000-599100-24030 - $139,104.00 | 139,104.00 |
| 7492-79300005-599100-24030 - $477,349.00 | 477,349.00 |
| 7492-79400003-599100-24030 - $14,475.00 | 14,475.00 |
| | **$ 728,476.00** |

| | |
|---|---|
| **EXPENSE** | |
| 7492-79400000-721080-24030 - $21,788.00 | 21,788.00 |
| 7492-79400000-701000-24030 - $3,300.00 | 3,300.00 |
| 7492-79400000-741000-24030 - $114,016.00 | 114,016.00 |
| 7492-79400007-741000-24030 - $97,548.00 | 97,548.00 |
| 7492-79400003-701000-24030 - $9,475.00 | 9,475.00 |
| 7492-79400003-721080-24030 - $5,000.00 | 5,000.00 |
| 7492-79300005-601010-24030 - $70,870.00 | 70,870.00 |
| 7492-79300005-601110-24030 - $80,056.00 | 80,056.00 |
| 7492-79300005-601120-24030 - $5,412.00 | 5,412.00 |
| 7492-79300005-601130-24030 - $4,000.00 | 4,000.00 |
| 7492-79300005-601140-24030 - $9,500.00 | 9,500.00 |
| 7492-79300005-601160-24030 - $400.00 | 400.00 |
| 7492-79300005-601170-24030 - $10,000.00 | 10,000.00 |
| 7492-79300005-601180-24030 - $10.00 | 10.00 |
| 7492-79300005-601230-24030 - $120.00 | 120.00 |
| 7492-79300005-601260-24030 - $1,500.00 | 1,500.00 |
| 7492-79300005-701000-24030 - $2,922.00 | 2,922.00 |
| 7492-79300005-711200-24030 - $8,060.00 | 8,060.00 |
| 7492-79300005-721110-24030 - $40,200.00 | 40,200.00 |
| 7492-79300005-741000-24030 - $243,393.00 | 243,393.00 |
| 7492-79300005-760000-24030 - $906.00 | 906.00 |
| | **$ 728,476.00** |

ATTACHMENT "B"

# United States Department of Agriculture
# National Institute of Food and Agriculture
# AWARD FACE SHEET

| 1. Award No. | 2.Amendment No. | 3. Proposal Number | 4. Period of Performance | 5. Type of Instrument |
|---|---|---|---|---|
| 2024-70510-41991 | | 2023-12431 | 06/01/2024 through 05/31/2026 | Cooperative Agreement |

| 6. Type of Action | 7. CFDA Number | 8.FAIN | 9. Method of Payment | 10. CRIS Number |
|---|---|---|---|---|
| New | 10.935 | 20247051041991 | ASAP 70510419917051023000 | 1031894 |

**11.Authority.** 7 U.S.C. 6923, Section 12302 of P.L 115-334, Composting and Food Waste Reduction cooperative agreement pilot program

**12. Agency (Name and Address)**

Awards Management Division
National Institute of Food and Agriculture/USDA
805 Pennsylvania Ave Kansas City, MO 64105

**13. Awardee Organization**

CITY OF LAS CRUCES
LAS CRUCES, NM 88001-1120

**14. Program Point of Contact:**

Lydia Kaume
Telephone: 816-642-4607
lydia.kaume@usda.gov

**Administrative Point of Contact:**

Jenifer Denison
Telephone: 208-512-5069
jenifer.denison@usda.gov

**15. Project Director/Performing Organization**

Gabriela M Prats
City of Las Cruces
Las Cruces, NM 88001

**16. Funding:**

| | Federal | Non-Federal |
|---|---|---|
| Previous Total | $0.00 | $0.00 |
| + or - | $400,000.00 | $100,000.00 |
| Total | $400,000.00 | $100,000.00 |
| Grand Total | $500,000.00 | |

**17. Funds Chargeable**

| FY-TAS-FDC | Amount | FY-TAS-FDC | Amount |
|---|---|---|---|
| 21-12X0502-70510 | $400,000.00 | | |

**18. Title of Proposal**

City of Las Cruces Curb Your Waste - Food Recycling Project

## PROVISIONS

**This Award incorporates the following:**

1. Funds in the amount of $400,000 are withheld pending NIFA's receipt of a counter-signed Award Face Sheet (NIFA Form 2009). The Authorized Representative's signature certifies two requirements. First, that the recipient understands and accepts the Cooperative Agreement as represented in Attachment A. Second, that the recipient understands their responsibility in ensuring the program's 25% matching condition is met per the requirements and standards in 2 CFR 200.306 and that match documentation must be available upon request for audit purposes. Once signed, return a PDF copy of the Award Face Sheet to awards@usda.gov and the Administrative Point of Contact listed in Block 14 above. Award funds will not be made available until the counter-signed document is received.
2. In addition, funds in the amount of $142,400.00 are withheld pending NIFA's receipt and approval of pending equipment quote(s). Requested items must be submitted to awards@usda.gov and the Administrative Point of Contact listed in Block 14.
3. In addition to the Cooperative Agreement, as applicable, the March 2024 USDA/FPAC General Award Terms and Conditions (available at https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html) and January 2024 USDA/NIFA Research Terms and Conditions (available at: https://www.nifa.usda.gov/grants/regulations-and-guidelines/terms-conditions) apply.
4. Indirect cost recovery has been voluntarily waived by the applicant as evidenced by the application budget submitted.
5. Failure to submit complete, accurate, and timely reports may result in possible award delays or enforcement actions. Federal Financial SF-425 forms are to be sent to awards@usda.gov. Project progress reports are to be completed in the REEport portal located at https://portal.nifa.usda.gov. Questions regarding access to REEport should be directed to electronic@usda.gov. Additional information regarding grant management and closeout can be found at: https://www.nifa.usda.gov/grants/lifecycle/post-award and https://www.nifa.usda.gov/grants/lifecycle/close-out.
6. The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds;

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

| Typed Name | Signature | Date |
|---|---|---|
| Elizabeth Kerling<br>Authorized Departmental Officer | ELIZABETH.KERLING | 05/10/2024 |

**FOR THE PERFORMING ORGANIZATION**

**Signature of person authorized by the governing body of the performing organization to incur contractual obligations.**
**Signature indicates acceptance when a cooperative agreement is cited in Type of Instrument (block 5) above.**

| Typed Name and Title | Signature | Date |
|---|---|---|
| Ikani Taumoepeau, City Manager | | 5/29/24 |

NIFA-2009

APPROVED AS TO FORM: _____ City Attorney 5/21/24 Date

**United States Department of Agriculture**
**National Institute of Food and Agriculture**
**AWARD FACE SHEET**

| 1. Award No. | 2.Amendment No. | 3. Proposal Number | 4. Period of Performance | 5. Type of Instrument |
|---|---|---|---|---|
| 2024-70510-41991 | | 2023-12431 | 06/01/2024 through 05/31/2026 | Cooperative Agreement |

| 6. Type of Action | 7. CFDA Number | 8.FAIN | 9. Method of Payment | 10. CRIS Number |
|---|---|---|---|---|
| New | 10.935 | 20247051041991 | ASAP 70510419917051023000 | 1031894 |

**11.Authority.** 7 U.S.C. 6923, Section 12302 of P.L 115-334, Composting and Food Waste Reduction cooperative agreement pilot program

**12. Agency (Name and Address)**
Awards Management Division
National Institute of Food and Agriculture/USDA
805 Pennsylvania Ave Kansas City, MO 64105

**13. Awardee Organization**
CITY OF LAS CRUCES
LAS CRUCES, NM 88001-1120

**14. Program Point of Contact:**
Lydia Kaume
Telephone: 816-642-4607
lydia.kaume@usda.gov

**Administrative Point of Contact:**
Jenifer Denison
Telephone: 208-512-5069
jenifer.denison@usda.gov

**15. Project Director/Performing Organization**
Gabriela M Prats
City of Las Cruces
Las Cruces, NM 88001

**16. Funding:**

| | Federal | Non-Federal |
|---|---|---|
| Previous Total | $0.00 | $0.00 |
| + or - | $400,000.00 | $100,000.00 |
| Total | $400,000.00 | $100,000.00 |
| Grand Total | $500,000.00 | |

**17. Funds Chargeable**

| FY-TAS-FDC | Amount | FY-TAS-FDC | Amount |
|---|---|---|---|
| 21-12X0502-70510 | $400,000.00 | | |

**18. Title of Proposal**
City of Las Cruces Curb Your Waste - Food Recycling Project

**PROVISIONS**

initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at asapcustomerservice@usda.gov.
7. Prohibition against using funds under Grants and Cooperative Agreements with entities that require certain internal confidentiality agreements are referenced at https://nifa.usda.gov/prohibition-confidentiality-agreements.
8. Equipment and/or other property acquired under this award is subject to requirements of award terms and conditions and 2 CFR 200.310-316 Property Standards.

**Co-Project Director(s):**

Carl Pierce (City of Las Cruces)

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

**United States Department of Agriculture**
**National Institute of Food and Agriculture**
**ATTACHMENT A TO THE AWARD : 2024-70510-41991**

United States Department of Agriculture
National Institute of Food and Agriculture

COOPERATIVE AGREEMENT No. 2024-70510-41991
Between
CITY OF LAS CRUCES
and the
U.S. DEPARTMENT OF AGRICULTURE
NATIONAL INSTITUTE OF FOOD AND AGRICULTURE (NIFA)
and the
OFFICE OF URBAN AGRICULTURE AND INNOVATIVE PRODUCTION (OUAIP)

I. Introduction and Purpose:
The U.S. Department of Agriculture (USDA) is committed to addressing the problem of food loss and waste through its programs, policies, and guidance. USDA's Office of Urban Agriculture and Innovative Production (OUAIP) was formed through the 2018 Farm Bill to improve USDA's support for urban and innovative farming operations through cooperative agreements and oversees the Compost Food Waste and Reduction (CFWR) Pilot Program. The National Institute of Food and Agriculture (NIFA) ' is part of USDA's Research, Education, and Economics (REE) mission area. The agency administers federal funding to address the agricultural issues impacting people's daily lives and the nation's future.

OUAIP, in partnership with NIFA will be managing the FY23 CFWR awards to enhance cross-agency support for awardees and allow for interagency data collection and strategic collaboration of composting and food loss and waste issues at the national level. The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans.

The United States Department of Agriculture (USDA) and the City of Las Cruces hereafter referred to as the Cooperator, enter into this agreement and work cooperatively as they develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans towards completion of the purposes and activities outlined in the City of Las Cruces CFWR Application entitled: City of Las Cruces Curb Your Waste - Food Recycling Project

Las Cruces is the second largest City in New Mexico and functions as the central services, retail, and financial center in Southern New Mexico. The City of Las Cruces and Dona Ana County are acutely aware of the food insecurity issues that impact the local region, as well as the negative impacts of climate change exacerbated by the generation of greenhouse gasses. The City adopted a citywide Climate Action Plan that set targets for GHG emission reductions, strategies, and requirements for the City to incorporate up-to-date climate science and projections into relevant City planning and policy decisions in 2020. As part of the plan, incentivizing waste minimization is identified as a top five priority for the City. The Curb Your Food Waste Project is a food waste prevention and recycling project that includes approximately 50,000 households and 8,000 commercial customers across the City of Las Cruces with 3 key components: food waste reduction, diversion of food to beneficial use, and diversion of food waste from the landfill. The project will also educate families, businesses and farms on food waste reduction and provide avenues for surplus food to be redirected to those in need. Keeping food out of landfill is also a critical way to reduce greenhouse gas (GHG) emissions - if each household in this project recycles their food scraps for two years, the reduction in GHG emissions would be the same as taking over 10,000 cars off the road. Food scraps collected from Las Cruces residents and commercial customer's Green Bins will greatly enhance the existing green yard waste compost, creating a more effective and beneficial fertilizer to enrich the soil of local farms, public parks, and gardens and reduce the use of manufactured concentrated fertilizer products.

II. Authority:
The Composting and Food Waste Reduction (CFWR) cooperative agreement pilot program is authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923. Funding was made available by the American Rescue Plan Act of 2021, Public Law 117-2. NIFA is authorized to enter into this agreement pursuant to Section 1006 of the American Rescue Plan Act of 2021 (Pub. L. 117-2), as amended by Section 22007 of the Inflation Reduction Act of 2022 (Pub. L. 117'169), and 7 U.S.C. 3318(c) pertaining to cooperative agreements.

III. Agreement:
NIFA alongside OUAIP will coordinate the substantial federal involvement required by this agreement on behalf of USDA.
A. It is agreed that the City of Las Cruces ('cooperator'), NIFA, and OUAIP, together referred to as the 'Parties,' will cooperate for their mutual benefit to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans as outlined in the cooperator's Composting and Food Waste Reduction CFWR Application. This

agreement will be effective from June 1, 2024, through May 31, 2026.
B. The signatories hereby certify that they have authority to enter into this agreement, and by their signatures do hereby enter into this agreement. NIFA Award Face Sheet will be the official award and obligating document. NIFA Authorized Departmental Officer and the cooperator's signatory will be required to both sign the award Face Sheet for a legally binding agreement.

IV. Funding Information:
City of Las Cruces UEI is J3ZLWA2K1X47 and EIN is 85-6000147.

V. Points of Contact:
A. For USDA Programmatic Contact: Program Leader listed in block 14 of the NIFA Award Face Sheet.
B. For USDA Administrative Contact: NIFA's Authorized Departmental Officer (ADO) listed in block 14 of the Award Face Sheet.
For City of Las Cruces: Gaby Prats, Grant Manager, (575) 541-2430, grants@las-cruces.gov, or their designee or successor will serve as lead Project Director.
C. For City of Las Cruces: Ikani Taumoepeau, City Manager, (575) 541-2076, itaumoepeau@lascruces.gov or their designee or successor will serve as the Authorized Representative (AOR).

VI. Responsibilities of the Parties:

A. City of Las Cruces agrees to:
1. Assure and certify that in addition to terms stated in this cooperative agreement it has and/or will comply and require subrecipients to comply with the requirements contained in the NIFA Research Terms and Conditions for Grants and Cooperative Agreements, as well as the reporting requirements specified below.
2. Participate in ongoing coordination with USDA in the planning and delivery of activities.
3. Carefully manage project funds to complete deliverables, as outlined in the grant application.
4. Share Cooperator expertise and experiences with other cooperators and USDA to better inform USDA's approach to addressing food loss and waste.
5. Reporting: Financial
a. NIFA requires all cooperators to submit a Federal Financial Report Form SF-425, annually no later than 90 days after the award anniversary date. The final SF-425 is due no later than 120 days after the termination date of the grant. The form should be emailed as a PDF attachment to both: awards@usda.gov and urbanagriculture@usda.gov. All questions relating to the SF-425 reports should be directed to the Administrative Contact listed in block 14 of the Award Face Sheet.
b. NIFA requires all cooperators to submit a Project Financial Report through REEport on an annual basis, due February 1st of each year. Assistance for submitting online forms through REEport should be directed to REEport Customer Service at electronic@usda.gov
6. Reporting: Annual Progress
a. NIFA requires all cooperators to submit an annual technical progress report through REEport, due within 90 days after the award anniversary date. Progress reports must cover only the most recent annual budget period and should adequately describe the project's progress toward performance objectives and clearly highlight the major accomplishments achieved during the reporting period.
b. OUAIP requires OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, must be submitted to urbanagriculture@usda.gov annually, due within 90 days after the award anniversary.
7. Reporting: Final Technical Report
a. NIFA requires all cooperators to submit a final technical progress report through REEport, due within 120 days of the expiration of the award The final progress report are required to cover the duration of the project, from start to end date. Reports should adequately describe how performance objectives were achieved and highlight the major accomplishments and non-technical impacts of the project.
b. OUAIP requires all cooperators to submit a final OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, to urbanagriculture@usda.gov within 120 days of the expiration of the award.

B. The USDA agrees to:
1. Assign a NIFA National Program Leader (NPL) with appropriate expertise who will monitor the project, make recommendations concerning planning and procedures to be followed, and ensure that objectives are being fulfilled.
2. Provide funds in the amount of $400,000 in this funding authorization under the U.S. Department of Treasure Automated Standard Application for Payment (ASAP) system. The total cost to NIFA under this Agreement will not exceed $400,000.
3. Reimburse the Cooperator for allowable, allocable, and reasonable costs as specified on the Award Face Sheet, Form NIFA-2009 and the approved budget. Tuition remission is unallowable.
4. Provide guidance in the evaluation process and other technical assistance as needed.

5. Collaborate with the cooperator in evaluating, accepting and achieving the milestones for the project as proposed by the cooperator.
6. Provide technical direction to the overall program, as well as the individual program elements as it is determined to be necessary and appropriate by USDA.
7. Participate during the full duration of the project and will have continuing rights to conduct ongoing negotiations with the cooperator regarding the technical direction of the work conducted under this agreement.
8. Attend meetings and participate in the formation and direction of scope of the key development activities.
9. Ensure the Program Leader named in block 14 of the NIFA Award Face Sheet will participate in the development, review and approval of all statements of work, including subcontractor statement of work, prior to execution of any subcontract.
10. Review technical progress reports and provide input to these reports as deemed necessary. USDA will use these reports to evaluate the cooperative agreement deliverables; thus, providing an additional measure of technical progress.
11. Collaborate with the cooperator in the allocation of funds budgeted for this agreement. Further as work progresses, funding needs may change and depending upon availability of funds, as appropriate. USDA will work with the cooperator to reallocate funds budgeted between different programs and projects, if necessary.
12. Monitor all phases of the cooperator's activities, including the participation in the cooperator's review of its contractors' and subawardees' activities and review of the contractors' and subawardees' reports to the cooperator.
13. USDA will actively participate in the cooperator's process of reviewing and approving each phase of the proposed programs and projects.

C. It is mutually agreed that:
1. This Agreement shall be deemed effective as of June 1, 2024, and shall remain in effect until May 31, 2026, unless extended by mutual consent.
2. USDA's NIFA will utilize its normal payment management system to make the federal financial assistance funding available to the cooperator. After the agreement is fully signed and the federal funds are recorded as an obligation, NIFA will authorize the agreement amount in the Department of Treasury application known as the Automated Standard Application for Payments (ASAP) system. NIFA will also provide to the cooperator enrollment instructions for the ASAP system through which the cooperator will access their funding. The cooperator may obtain assistance with the ASAP system from NIFA at asapcustomerservice@usda.gov. For more information on the amounts and timing of ASAP drawdowns, see 2 CFR Part 200.305, 'Federal payment.' Funds must be drawn on an as-needed basis only. Should there be unobligated funds remaining at the conclusion of the project, such funds shall be refunded to the NIFA-USDA and any undrawn authorization under the ASAP System shall be revoked.
3. Provisions of the approved proposal on which this Agreement is based that may not be explicitly stated herein are considered an integral part of this Agreement.
4. The provisions of Executive Order No. 11246 dated September 24, 1965, Sec. 202, para. (1) through (7) are made a part of this Agreement. As appearing throughout these paragraphs, the word "contract" shall be construed to mean "agreement" and the word "contractor" shall be construed to mean City of Las Cruces.
5. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
6. All travel using Federal funds must be directly related to the work required under this agreement. All travel must comply with 31 U.S.C. ' 1345, Federal Travel Regulations, and applicable cost principles.
7. This agreement may be amended at any time by mutual written agreement of the parties and will be amended in writing by the Authorized Departmental Officer.
8. Nothing in this agreement may be interpreted to imply that USDA endorses any product, service, or policy of the cooperator or the cooperator's partners, contractors, and/or subawardees. The cooperator will not take any action or make any statement that suggests or implies an endorsement.
9. As a condition of this Cooperative Agreement, the recipient assures and certifies that it is in compliance with, and will comply in the course of the Agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements specifically stated in this agreement and otherwise applicable. These regulations include the protection of human subjects with the requirements set out in 7 CFR 1c.103 and in the Department of Health and Human Services regulations in 45 CFR part 46, as amended, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.
10. In accordance with 2 CFR part 418, the recipient (and any subtier recipient) is prohibited from making any payments from Federal funds for lobbying a Member of Congress, an officer or employee of Congress, an employee of Congress or any Federal agency in connection with the awarding, renewal, extension, continuation, amendment or modification of a particular contract, cooperative agreement, grant, or loan. If any lobbying activity from non-appropriated funds occurs and the application or award action exceeds $100,000, then the recipient (and any subtier recipient, if applicable) must file certification and disclosure forms (instructions found in Appendix A & B of 2 CFR part 418). Primary recipients are required to collect the certification and disclosure forms from their subtier recipients and submit them to NIFA-USDA. If required as

stated above, certification and disclosure forms must be executed before an award action which exceeds $100,000 is made.
11. Pursuant to the provisions of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 417, subpart C, the recipient agrees as a condition of this award that 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 a covered transaction, unless specifically authorized by NIFA-USDA.
12. Recipient must comply with applicable National Policy Requirements attached to all NIFA awards and listed here on this link, https://www.nifa.usda.gov/nifa-21-002-appendix-i-national-policy-requirements. For questions regarding applicability contact the Program Leader identified listed in block 14 of the NIFA Award Face Sheet.
13. Pursuant to the provisions of 2 CFR Part 421, which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), you as the recipient must comply with the Drug-Free workplace requirements in Subpart B or (Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 8101-8106).
14. Except as otherwise provided in the terms and conditions of this Agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable material developed in the course of or under this Agreement, but the Federal sponsoring agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
15. This award, and sub-awards at any tier under this award, shall be governed to the extent applicable by the provisions of 2 CFR Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. The OMB guidance found in subparts A through F of 2 CFR part 200 is both adopted and supplemented in 2 CFR part 400. Part 400, along with the adopted 2 CFR part 200, acts as USDA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidance); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow up. In addition, this award or agreement is governed by the following administrative provisions: (a) 2 CFR 415, General program administrative regulations (b) 2 CFR 416, General program administrative regulations for grants and cooperative agreements to state and local governments In addition to any other terms and conditions attached hereto, or stated herein, recipients of awards shall be bound by the Administrative Provisions established for particular programs.
16. The substantial involvement by USDA under this agreement will remain in effect for the term of the cooperative agreement award.
17. Work performed pursuant to this agreement may be subject to the National Environmental Policy Act (NEPA). If applicable, prior to any ground-disturbing activities related to NRCS funding, the awardee must work with NRCS staff to complete an environmental evaluation (EE) related to those activities. Awardees may be required to prepare or pay for preparation of an environmental assessment (EA) or environmental impact statement (EIS), should any environmental review find that an EA or EIS is required.

# RESEARCH & RELATED BUDGET - Cumulative Budget

**Grant Number:** 2024-70510-41991

| | Total Federal ($) | Total Non-Federal ($) | Totals ($) |
|---|---|---|---|
| **Section A, Senior/Key Person** | 0.00 | 0.00 | 0.00 |
| **Section B, Other Personnel:** | 0.00 | 0.00 | 0.00 |
| Total Number Other Personnel: | | | 0 |
| **Total Salary, Wages and Fringe Benefits (A+B):** | 0.00 | 0.00 | 0.00 |
| **Section C, Equipment:** | 142,400.00 | 0.00 | 142,400.00 |
| **Section D, Travel:** | 0.00 | 0.00 | 0.00 |
| 1. Domestic: | 0.00 | 0.00 | 0.00 |
| 2. Foreign: | 0.00 | 0.00 | 0.00 |
| **Section E, Participant / Trainee Support Costs:** | 0.00 | 0.00 | 0.00 |
| 1. Tuition/Fees/Health Insurance: | 0.00 | 0.00 | 0.00 |
| 2. Stipends | 0.00 | 0.00 | 0.00 |
| 3. Travel: | 0.00 | 0.00 | 0.00 |
| 4. Subsistence: | 0.00 | 0.00 | 0.00 |
| 5. Other: | 0.00 | 0.00 | 0.00 |
| 6. Number of Participants/Trainees: | | | 0 |
| **Section F, Other Direct Costs:** | 257,600.00 | 100,000.00 | 357,600.00 |
| 1. Materials and Supplies: | 0.00 | 38,638.00 | 38,638.00 |
| 2. Publications Costs: | 0.00 | 0.00 | 0.00 |
| 3. Consultant Services: | 0.00 | 0.00 | 0.00 |
| 4. ADP/Computer Services: | 0.00 | 0.00 | 0.00 |
| 5. Subawards/Consortium/Contractual Costs: | 257,600.00 | 53,458.00 | 311,058.00 |
| 6. Equipment or Facility Rental/User Fees: | 0.00 | 0.00 | 0.00 |
| 7. Alterations and Renovations: | 0.00 | 0.00 | 0.00 |
| 8. Other 1: | 0.00 | 7,904.00 | 7,904.00 |
| 9. Other 2: | 0.00 | 0.00 | 0.00 |
| 10. Other 3: | 0.00 | 0.00 | 0.00 |
| **Section G, Direct Costs (A thru F):** | 400,000.00 | 100,000.00 | 500,000.00 |
| **Section H, Indirect Costs:** | 0.00 | 0.00 | 0.00 |
| **Section I, Total Direct and Indirect Costs (G + H):** | 400,000.00 | 100,000.00 | 500,000.00 |
| **Section J, Fee:** | | | 0.00 |
| **Section K, Total Costs (I + J)** | 400,000.00 | 100,000.00 | 500,000.00 |

Budget converted from the SF-424a format of teh grant application to NIFA's research and related format.
Other 1: NMSU Research Scientist

| **Executive Office of the President<br>Office of National Drug Control Policy** | AWARD<br>Grant | Page 1 of 1 |
|---|---|---|
| 1. Recipient Name and Address<br>City Manager Ikani Taumoepeau<br>City of Las Cruces<br>700 N. Main St.<br>Las Cruces, NM 88007-8100 | 4. Award Number: G23SN0006A<br>5. Grant Period: From 01/01/2023 to 12/31/2024 | |
| 1A. Subrecipient IRS/Vendor No.<br>Subrecipient Name and Address | 6. Date: 5/30/2024<br>8. Supplement Number 9 | 7. Action<br>Initial<br>[X] Supplemental |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | $1,038,075.21 |
| 3. Project Title<br>CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001 | 10. Amount of This Award:<br>11. Total Award: | ($5,876.21)<br>$1,032,199.00 |
| 12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. | | |
| 13. Statutory Authority for Grant: Public Law 117-328 | | |
| **AGENCY APPROVAL** | **RECIPIENT ACCEPTANCE** | |
| 14. Typed Name and Title of Approving Official<br>Shannon Kelly<br>National HIDTA Director | 15. Typed Name and Title of Authorized Official<br>Ikani Taumoepeau<br>City Manager | |
| 16. Signature of Approving ONDCP Official<br>Shannon J. Kelly | 17. Signature of Authorized Recipient/Date | |
| **AGENCY USE ONLY** | | |
| 18. Accounting Classification Code<br>UEI: J3ZLWA2K1X47<br>DUNS: 077609279<br>EIN: 1856000147A2 | 19. HIDTA AWARD<br>OND1070DB2324XX OND6113<br>OND2000000000 OC 410001<br>JID: 88096 | |

APPROVED AS TO FORM:

City Attorney

7/19/24
Date

# Initiative Cash by HIDTA

**FY 2023**

**Awarded Budget (as approved by ONDCP)**

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---|---|---|---|---|
| **New Mexico** | **City of Las Cruces** | Fugitive/Violent Offender Task Force | 0.00 | Investigation | G23SN0006A |
| | | Management and Coordination | 146,128.00 | Administration | G23SN0006A |
| | | NM Forensic Laboratories | 58,056.00 | Support | G23SN0006A |
| | | NM HIDTA Information Technology | 127,822.00 | Support | G23SN0006A |
| | | NM HIDTA Training | 43,451.00 | Support | G23SN0006A |
| | | NM Investigative Support Center | 269,677.00 | Intelligence | G23SN0006A |
| | | Regional Interagency Drug Task Force | 387,065.00 | Investigation | G23SN0006A |
| | **Agency Total : City of Las Cruces** | | **1,032,199.00** | | |
| **Total** | | | **1,032,199.00** | | |

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# Budget Detail

**2023 - New Mexico**

**Initiative - Fugitive/Violent Offender Task Force** **Investigation**

**Award Recipient - City of Las Cruces (G23SN0006A)**

**Resource Recipient - City of Las Cruces**

***Indirect Cost: 0.0%***

| ***Current Budget (net of reprogrammed funds)*** | | ***($5,876.21)*** |
|---|---|---|
| **Overtime** | **Quantity** | **Amount** |
| Overtime | | ($2,736.21) |
| **Total Overtime** | | **($2,736.21)** |
| **Total Budget** | | **($2,736.21)** |

# Budget Detail

**2023 - New Mexico**

**Initiative - Fugitive/Violent Offender Task Force** **Investigation**

**Award Recipient - City of Las Cruces (G23SN0006A)**

**Resource Recipient - Dona Ana County**

***Indirect Cost: 0.0%***

| ***Current Budget (net of reprogrammed funds)*** | | ***($5,876.21)*** |
|---|---|---|
| **Overtime** | **Quantity** | **Amount** |
| Overtime | | ($3,140.00) |
| **Total Overtime** | | **($3,140.00)** |
| **Total Budget** | | **($3,140.00)** |

| **Executive Office of the President<br>Office of National Drug Control Policy** | AWARD<br>Grant | Page 1 of 1 |
|---|---|---|
| 1. Recipient Name and Address<br>City Manager Ikani Taumoepeau<br>City of Las Cruces<br>700 N. Main St.<br>Las Cruces, NM 88007-8100 | 4. Award Number: G23SN0006A<br>5. Grant Period: From 01/01/2023 to 12/31/2024 | |
| 1A. Subrecipient IRS/Vendor No.<br>Subrecipient Name and Address | 6. Date: 6/5/2024<br>8. Supplement Number 10 | 7. Action<br>Initial<br>[X] Supplemental |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | $1,032,199.00 |
| 3. Project Title<br>CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001 | 10. Amount of This Award:<br>11. Total Award: | $36,497.00<br>$1,068,696.00 |
| 12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. | | |
| 13. Statutory Authority for Grant: Public Law 117-328 | | |
| **AGENCY APPROVAL** | **RECIPIENT ACCEPTANCE** | |
| 14. Typed Name and Title of Approving Official<br>Shannon Kelly<br>National HIDTA Director | 15. Typed Name and Title of Authorized Official<br>Ikani Taumoepeau<br>City Manager | |
| 16. Signature of Approving ONDCP Official<br>Shannon J. Kelly | 17. Signature of Authorized Recipient/Date | |
| **AGENCY USE ONLY** | | |
| 18. Accounting Classification Code<br>UEI: J3ZLWA2K1X47<br>DUNS: 077609279<br>EIN: 1856000147A2 | 19. HIDTA AWARD<br>ONDI070DB2324XX ONDI6113<br>OND2000000000 OC 410001<br>JID: 87903 | |

APPROVED AS TO FORM:

City Attorney

7/10/24
Date

# Initiative Cash by HIDTA

**FY 2023**

**Awarded Budget (as approved by ONDCP)**

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---|---|---|---|---|
| **New Mexico** | **City of Las Cruces** | Fugitive/Violent Offender Task Force | 0.00 | Investigation | G23SN0006A |
| | | Management and Coordination | 146,128.00 | Administration | G23SN0006A |
| | | NM Forensic Laboratories | 58,056.00 | Support | G23SN0006A |
| | | NM HIDTA Information Technology | 127,822.00 | Support | G23SN0006A |
| | | NM HIDTA Training | 43,451.00 | Support | G23SN0006A |
| | | NM Investigative Support Center | 319,745.00 | Intelligence | G23SN0006A |
| | | Regional Interagency Drug Task Force | 373,494.00 | Investigation | G23SN0006A |
| | **Agency Total : City of Las Cruces** | | **1,068,696.00** | | |
| **Total** | | | **1,068,696.00** | | |

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# Budget Detail

**2023 - New Mexico**

**Initiative - NM Investigative Support Center** **Intelligence**

**Award Recipient - City of Las Cruces (G23SN0006A)**

**Resource Recipient - City of Las Cruces**

***Indirect Cost: 0.0%***

| ***Current Budget (net of reprogrammed funds)*** | | ***$36,497.00*** |
|---|---|---|
| **Services** | **Quantity** | **Amount** |
| Services | | $31,368.00 |
| **Total Services** | | **$31,368.00** |
| **Supplies** | **Quantity** | **Amount** |
| Supplies | | $18,700.00 |
| **Total Supplies** | | **$18,700.00** |
| **Total Budget** | | **$50,068.00** |

# Budget Detail

**2023 - New Mexico**

**Initiative - Regional Interagency Drug Task Force** **Investigation**

**Award Recipient - City of Las Cruces (G23SN0006A)**

**Resource Recipient - City of Las Cruces**

***Indirect Cost: 0.0%***

| ***Current Budget (net of reprogrammed funds)*** | | ***$36,497.00*** |
|---|---|---|
| **Personnel** | **Quantity** | **Amount** |
| Personnel | | ($15,000.00) |
| **Total Personnel** | | **($15,000.00)** |
| **Fringe** | **Quantity** | **Amount** |
| Fringe | | ($10,571.00) |
| **Total Fringe** | | **($10,571.00)** |
| **Overtime** | **Quantity** | **Amount** |
| Overtime | | $6,000.00 |
| **Total Overtime** | | **$6,000.00** |
| **Total Budget** | | **($19,571.00)** |

# Budget Detail

**2023 - New Mexico**

**Initiative - Regional Interagency Drug Task Force** **Investigation**

**Award Recipient - City of Las Cruces (G23SN0006A)**

**Resource Recipient - Dona Ana County**

***Indirect Cost: 0.0%***

***Current Budget (net of reprogrammed funds)*** ***$36,497.00***

| Overtime | Quantity | Amount |
|---|---|---|
| Overtime | | $6,000.00 |
| **Total Overtime** | | **$6,000.00** |
| **Total Budget** | | **$6,000.00** |

| **Executive Office of the President<br>Office of National Drug Control Policy** | **Grant Agreement** | |
|---|---|---|
| 1. Recipient Name and Address<br>Ikani Taumoepeau<br>City Manager<br>City of Las Cruces<br>700 N. Main St.<br>Las Cruces, NM 88007-8100 | 4. Award Number (FAIN): G24SN0006A<br>5. Period of Performance:<br>From 01/01/2024 to 12/31/2025 | |
| 2. Total Amount of the Federal Funds Obligated: $728,476.00 | 6. Federal Award Date: April 16, 2024 | 7. Action: Initial |
| 2A. Budget Approved by the Federal Awarding Agency $728,476.00 | 8. Supplement Number | |
| 3. CFDA Name and Number:<br>*High Intensity Drug Trafficking Areas Program - 95.001* | 9. Previous Award Amount: | |
| 3A. Project Description<br>*High Intensity Drug Trafficking Areas (HIDTA) Program* | 10. Amount of Federal Funds Obligated by this Action: $728,476.00<br>11. Total Amount of Federal Award: $728,476.00 | |
| 12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages. | | |
| 13. Statutory Authority for Grant:<br>*Public Law 118-47* | | |
| **AGENCY APPROVAL** | **RECIPIENT ACCEPTANCE** | |
| 14. Typed Name and Title of Approving Official<br>Shannon Kelly<br>National HIDTA Director<br>Office of National Drug Control Policy | 15. Typed Name and Title of Authorized Official<br>Ikani Taumoepeau<br>City Manager<br>City of Las Cruces | |
| 16. Signature of Approving ONDCP Official<br>Shannon J. Kelly | 17. Signature of Authorized Recipient/Date | |
| **AGENCY USE ONLY** | | |
| 18. Accounting Classification Code<br>UEI: J3ZLWA2K1X47<br>DUNS: 077609279<br>EIN: 1856000147A2 | 19. HIDTA AWARD<br>*OND1070DB2425XX 2024 OND6113*<br>*OND2000000000 OC 410001* | |



APPROVED AS TO FORM:

City Attorney

6/6/24

Date

## GRANT CONDITIONS

### A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 C.F.R. § 69 – "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse (fac.gov)

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management System (HHS-PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at https://www.whitehouse.gov/ondcp/grant-programs/.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.

9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.

13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.

c) Evaluate and monitor the non-federal entity's compliance with statute, regulations, and the terms and conditions of the federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—

a) the percentage of the total costs of the program or project which will be financed with federal money;

b) the dollar amount of Federal funds for the project or program; and

c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. *See* 2 C.F.R. Part 200, Appendix XII.

2. *Proceedings About Which You Must Report*

   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
   b. Reached its final disposition during the most recent 5-year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:

   (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

   (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
   Program_Policy_and_Budget_Guidance2021.pdf (nhac.org)
   In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

## D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

## E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (https://pms.psc.gov/).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

*Remittance Instructions* – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

- ❖ Funds, interest, principal, and excess cash returns should include the following information:
  - ➢ Payee Account Number (PAN
  - ➢ PMS document number (grant number) and subaccount(s)
  - ➢ The reason for the return (*e.g.,* excess cash, funds not spent, interest, part interest part other, etc.)
- ❖ The following information is also required:
  - ➢ For ACH Returns:
    - ▪ Routing Number: 051036706
    - ▪ Account number: 303000
    - ▪ Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
  - ➢ For Fedwire Returns ***(1)***:
    - ▪ Routing Number: 021030004
    - ▪ Account number: 75010501
    - ▪ Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

***(1)*** Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

- ❖ For recipients that do not have electronic remittance capability, please make check(***2)*** payable to:

  "The Department of Health and Human Services."

  - Mail Check to Treasury approved lockbox: HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

***(2)*** Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

- ❖ Questions can be directed to PMS at 877–614–5533 or *PMSSupport@psc.hhs.gov.*

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

**RECIPIENT ACCEPTANCE OF GRANT CONDITIONS**

Date: 6/6/24.

Ikani Taumoepeau

City of Las Cruces

APPROVED AS TO FORM:

City Attorney 6/6/24 Date

# Initiative Cash by HIDTA

## FY 2024

### Awarded Budget (as approved by ONDCP)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---|---|---|---|---|
| **New Mexico** | **City of Las Cruces** | Management and Coordination | 139,104.00 | Administration | G24SN0006A |
| | | NM Forensic Laboratories | 97,548.00 | Support | G24SN0006A |
| | | NM Investigative Support Center | 14,475.00 | Intelligence | G24SN0006A |
| | | Regional Interagency Drug Task Force | 477,349.00 | Investigation | G24SN0006A |
| | **Agency Total : City of Las Cruces** | | **728,476.00** | | |
| **Total** | | | **728,476.00** | | |

4/9/2024 8:19:25 PM

# Budget Detail

**2024 - New Mexico**

**Initiative - Management and Coordination** **Administration**

**Award Recipient - City of Las Cruces (G24SN0006A)**

**Resource Recipient - City of Las Cruces**

***Indirect Cost: 0.0%***

| ***Awarded Budget (as approved by ONDCP)*** | | ***$728,476.00*** |
|---|---|---|
| **Facilities** | **Quantity** | **Amount** |
| Lease | 1 | $114,016.00 |
| **Total Facilities** | | **$114,016.00** |
| **Services** | **Quantity** | **Amount** |
| Insurance | | $2,821.00 |
| Service contracts | | $2,167.00 |
| Vehicle allowance | 2 | $16,800.00 |
| **Total Services** | | **$21,788.00** |
| **Supplies** | **Quantity** | **Amount** |
| Investigative/Operational | | $3,300.00 |
| **Total Supplies** | | **$3,300.00** |
| **Total Budget** | | **$139,104.00** |

# Budget Detail

**2024 - New Mexico**

**Initiative - NM Forensic Laboratories** **Support**

**Award Recipient - City of Las Cruces (G24SN0006A)**

**Resource Recipient - City of Las Cruces**

***Indirect Cost: 0.0%***

| ***Awarded Budget (as approved by ONDCP)*** | | ***$728,476.00*** |
|---|---|---|
| **Facilities** | **Quantity** | **Amount** |
| Lease | 1 | $97,548.00 |
| **Total Facilities** | | **$97,548.00** |
| **Total Budget** | | **$97,548.00** |

# Budget Detail

**2024 - New Mexico**

**Initiative - NM Investigative Support Center** **Intelligence**

**Award Recipient - City of Las Cruces (G24SN0006A)**

**Resource Recipient - City of Las Cruces**

***Indirect Cost: 0.0%***

| ***Awarded Budget (as approved by ONDCP)*** | | ***$728,476.00*** |
|---|---|---|
| **Services** | **Quantity** | **Amount** |
| Service contracts | | $5,000.00 |
| **Total Services** | | **$5,000.00** |
| **Supplies** | **Quantity** | **Amount** |
| Investigative/Operational | | $9,475.00 |
| **Total Supplies** | | **$9,475.00** |
| **Total Budget** | | **$14,475.00** |

# Budget Detail

**2024 - New Mexico**

**Initiative - Regional Interagency Drug Task Force** **Investigation**

**Award Recipient - City of Las Cruces (G24SN0006A)**

**Resource Recipient - City of Las Cruces**

***Indirect Cost: 0.0%***

| ***Awarded Budget (as approved by ONDCP)*** | | ***$728,476.00*** |
|---|---|---|
| **Personnel** | **Quantity** | **Amount** |
| Administrative Staff | 1 | $32,399.00 |
| Financial Staff | 1 | $38,471.00 |
| **Total Personnel** | | **$70,870.00** |
| **Fringe** | **Quantity** | **Amount** |
| Administrative staff | 1 | $14,250.00 |
| Financial staff | 1 | $16,692.00 |
| **Total Fringe** | | **$30,942.00** |
| **Overtime** | **Quantity** | **Amount** |
| Investigative - Law Enforcement Officer | 6 | $40,162.00 |
| **Total Overtime** | | **$40,162.00** |
| **Facilities** | **Quantity** | **Amount** |
| Lease | 1 | $243,393.00 |
| **Total Facilities** | | **$243,393.00** |
| **Supplies** | **Quantity** | **Amount** |
| Investigative/Operational | | $1,464.00 |
| Office | | $1,458.00 |
| **Total Supplies** | | **$2,922.00** |
| **Other** | **Quantity** | **Amount** |
| PE/PI/PS | | $40,200.00 |
| **Total Other** | | **$40,200.00** |
| **Total Budget** | | **$428,489.00** |

# Budget Detail

**2024 - New Mexico**

**Initiative - Regional Interagency Drug Task Force** **Investigation**

**Award Recipient - City of Las Cruces (G24SN0006A)**

**Resource Recipient - Dona Ana County**

***Indirect Cost: 0.0%***

| ***Awarded Budget (as approved by ONDCP)*** | | ***$728,476.00*** |
|---|---|---|
| **Overtime** | **Quantity** | **Amount** |
| Investigative - Law Enforcement Officer | 6 | $20,393.00 |
| **Total Overtime** | | **$20,393.00** |
| **Total Budget** | | **$20,393.00** |

# Budget Detail

**2024 - New Mexico**

**Initiative - Regional Interagency Drug Task Force** **Investigation**

**Award Recipient - City of Las Cruces (G24SN0006A)**

**Resource Recipient - New Mexico State Police**

***Indirect Cost: 0.0%***

| ***Awarded Budget (as approved by ONDCP)*** | | ***$728,476.00*** |
|---|---|---|
| **Overtime** | **Quantity** | **Amount** |
| Investigative - Law Enforcement Officer | 4 | $19,501.00 |
| **Total Overtime** | | **$19,501.00** |
| **Travel** | **Quantity** | **Amount** |
| Administrative | | $453.00 |
| Training | | $453.00 |
| **Total Travel** | | **$906.00** |
| **Services** | **Quantity** | **Amount** |
| Communications - mobile phones & pagers | | $7,200.00 |
| Communications - office phones | | $470.00 |
| Training | | $390.00 |
| **Total Services** | | **$8,060.00** |
| **Total Budget** | | **$28,467.00** |

**25-021**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Vanessa Perez | **Department:** | Financial Services |
| **Program:** | Budget | **Line of Business:** | Fiscal Management |

**Title:** **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2024-25 BUDGET, THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP), AND THE FY2025 VEHICLE ACQUISITION FUND (VAF).**

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

## PURPOSE(S) OF ACTION:
To amend the FY2025 budget through various adjustments.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City staff will prepare budget adjustments for the fiscal year starting July 1, 2024 through June 30, 2025. Adjustments include funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations.

The budget adjustments proposed within this Resolution will not deplete the City's 2/12ths reserve requirement for the General Fund.

## SUPPORT INFORMATION:
Exhibit "A" - Fund Summary
Exhibit "B" - FY2025-2030 CIP
Exhibit "C" - VAF Adjustments
Attachment "A" - Budget Adjustment Summary

## PLAN(S):
None

## COMMITTEE/BOARD REVIEW:
None

## DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

## BUDGET / FISCAL IMPACT:

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

**Funding Source(s):**
Various

**Overall Budget Impact:**
Please refer to Exhibit "A" Fund Summary

**Does this action amend the Capital Improvement Plan (CIP)?**
☒ Yes
☐ No

**Does this action align with Elevate Las Cruces?**
☐ Yes
☒ No

## OPTIONS / ALTERNATIVES:

1. Vote “Yes”; this will approve the Resolution and accept the budget adjustments as presented and will adjust the City’s FY2024-25 budget, the FY2025 Capital Improvements Program (CIP), and the FY2025 Vehicle Acquisition Fund.
2. Vote “No”; this will not approve the Resolution nor accept the budget adjustments as presented and will not adjust the City’s FY2024-25 budget, FY2025 Capital Improvements Program (CIP), or the FY2025 Vehicle Acquisition Fund.
3. Vote to “Amend”; this will delay the process of spending the funds within the predetermined funding schedule and require direction to staff.
4. Vote to “Table”; this will impact the City’s ability to utilize funds and may impact programs and services.

## REFERENCE INFORMATION:

Attachment "A" Budget Adjustment Summary

**RESOLUTION 25-021**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2024-25 BUDGET, THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP), AND THE FY2025 VEHICLE ACQUISITION FUND (VAF).**

The City Council is informed that:

**WHEREAS,** City staff members have prepared a monthly budget adjustment for the fiscal year starting July 1, 2024 through June 30, 2025; and

**WHEREAS**, the monthly budget adjustment includes funding for supplies, services, equipment, and projects to meet the demands of a growing community and to align budgets for effective and efficient City of Las Cruces operations; and

**WHEREAS**, this adjustment will not deplete the General Fund 2/12ths reserve requirement.

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

**(I)**

**THAT** the budget adjustments as indicated in Exhibit "A", attached hereto and made a part of this Resolution, are hereby approved.

**(II)**

**THAT** the FY2025 Capital Improvements Program, is hereby amended as outlined in Exhibit "B", attached hereto and made a part of this Resolution, are hereby approved.

**(III)**

**THAT** the FY2025 Vehicle Acquisition Fund, is hereby amended as outlined in Exhibit "C", attached hereto and made a part of this Resolution, are hereby approved.

**(IV)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 1000 GENERAL FUND 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 56,249,043 | 0 | 0 | 56,249,043 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 55,085,239 | 55,085,239 | 0 | 55,085,239 |
| Public Safety Gross Receipts Tax | 4,880,700 | 4,880,700 | 0 | 4,880,700 |
| Hold Harmless Replacement GRT | 0 | 0 | 0 | 0 |
| State-Shared Gross Receipts Tax | 47,825,436 | 47,825,436 | 0 | 47,825,436 |
| Environmental Gross Receipts Tax | 2,259,525 | 2,259,525 | 0 | 2,259,525 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 21,000 | 21,000 | 0 | 21,000 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 825,000 | 825,000 | 0 | 825,000 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 13,655,649 | 13,655,649 | 0 | 13,655,649 |
| Payment In Lieu of Property Tax | 936,002 | 936,002 | 0 | 936,002 |
| Franchise Fees | 2,979,240 | 2,979,240 | 0 | 2,979,240 |
| Payment In Lieu of Franchise Fees | 1,709,054 | 1,709,054 | 0 | 1,709,054 |
| Licenses, Fees & Permits | 3,289,510 | 3,289,510 | 0 | 3,289,510 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 151,180 | 151,180 | 0 | 151,180 |
| Charges For Services | 6,635,316 | 6,635,316 | 1,368,500 | 8,003,816 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 5,579,985 | 5,579,985 | 0 | 5,579,985 |
| Investment Income | 0 | 0 | 0 | 0 |
| Miscellaneous Revenues | 140,112 | 140,112 | 0 | 140,112 |
| Federal Grants | 0 | 0 | 0 | 0 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **145,972,948** | **145,972,948** | **1,368,500** | **147,341,448** |
| **TOTAL RESOURCES** | **$ 202,221,991** | **145,972,948** | **1,368,500** | **203,590,491** |
| **Expenditures** | | | | |
| General Government | 5,224,507 | 5,224,507 | 0 | 5,224,507 |
| Legislative | 541,479 | 541,479 | 0 | 541,479 |
| Municipal Court | 2,343,330 | 2,343,330 | 0 | 2,343,330 |
| Chief Administrative Officer | 338,302 | 338,302 | 0 | 338,302 |
| City Manager | 7,542,094 | 7,753,611 | (200,000) | 7,553,611 |
| Legal | 2,432,755 | 2,432,755 | 0 | 2,432,755 |
| Las Cruces Police Department | 38,153,777 | 38,153,777 | 29,500 | 38,183,277 |
| Las Cruces Fire Department | 26,683,389 | 27,549,651 | 189,000 | 27,738,651 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 6,768,274 | 7,006,274 | 0 | 7,006,274 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 3,680,618 | 3,680,618 | 0 | 3,680,618 |
| Financial Services | 8,143,181 | 8,143,181 | 0 | 8,143,181 |
| Information Technology | 6,666,026 | 6,666,026 | 0 | 6,666,026 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 9,293,424 | 9,293,424 | 0 | 9,293,424 |
| Parks & Recreation | 20,574,864 | 20,589,114 | (41,240) | 20,547,874 |
| Community Development | 5,438,271 | 5,438,271 | 0 | 5,438,271 |
| Quality of Life | 10,225,836 | 10,225,836 | (13,291) | 10,212,545 |
| Public Works | 11,093,284 | 11,195,288 | 53,481 | 11,248,769 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 165,143,411** | **166,575,444** | **17,450** | **166,592,894** |
| **Other Resources** | | | | |
| Operating Transfers In | 7,098,912 | 7,098,912 | 0 | 7,098,912 |
| Operating Transfers Out | (12,697,657) | (12,697,657) | 0 | (12,697,657) |
| **Total Other Resources** | **$ (5,598,745)** | **(5,598,745)** | **0** | **(5,598,745)** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 31,479,835** | **(26,201,241)** | **1,351,050** | **31,398,852** |
| **Required Reserve:** | | | | |
| State Required 1/12th | 13,761,951 | 13,881,287 | 1,455 | 13,882,742 |
| Local CLC 1/12th | 13,761,951 | 13,881,287 | 1,455 | 13,882,742 |
| **AVAILABLE BALANCE** | **$ 3,955,933** | **(53,963,815)** | **1,348,140** | **3,633,368** |

***CITY OF LAS CRUCES***

***Exhibit "A"***

***BUDGET ADJUSTMENT REQUEST***

***BUDGET FISCAL YEAR 2024-25***

| | 1200 VEHICLE ACQUISITION 2024-25 | | | |
|---|---|---|---|---|
| | **Original Budget** | **Amended Budget** | **Req. Adjustment** | **Adjusted Budget** |
| **RESOURCES** | | | | |
| Beginning Balance | $ 2,105,568 | 0 | 0 | 2,105,568 |
| **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** | **$ 2,105,568** | **0** | **0** | **2,105,568** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 70,000 | 70,000 | 0 | 70,000 |
| Las Cruces Police Department | 1,335,000 | 1,335,000 | 0 | 1,335,000 |
| Las Cruces Fire Department | 142,000 | 142,000 | 0 | 142,000 |
| 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 | 36,000 | 36,000 | 0 | 36,000 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 267,000 | 267,000 | 115,207 | 382,207 |
| Community Development | 141,000 | 141,000 | 0 | 141,000 |
| Quality of Life | 301,000 | 301,000 | 0 | 301,000 |
| Public Works | 420,000 | 420,000 | 0 | 420,000 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 2,712,000** | **2,712,000** | **115,207** | **2,827,207** |
| **Other Resources** | | | | |
| Operating Transfers In | 769,657 | 769,657 | 0 | 769,657 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 769,657** | **769,657** | **0** | **769,657** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 163,225** | **(1,942,343)** | **(115,207)** | **48,018** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 1400 FACILITIES MAINTENANCE 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 22,178 | 0 | 279,325 | 301,503 |
| **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 | 17,500 | 17,500 | 0 | 17,500 |
| 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** | **17,500** | **17,500** | **0** | **17,500** |
| **TOTAL RESOURCES** | **$ 39,678** | **17,500** | **279,325** | **319,003** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 164,678 | 164,678 | 0 | 164,678 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 0 | 0 | 279,325 | 279,325 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 164,678** | **164,678** | **279,325** | **444,003** |
| **Other Resources** | | | | |
| Operating Transfers In | 125,000 | 125,000 | 0 | 125,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 125,000** | **125,000** | **0** | **125,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 0** | **(22,178)** | **0** | **0** |

***CITY OF LAS CRUCES*** ***Exhibit "A"***

***BUDGET ADJUSTMENT REQUEST***

***BUDGET FISCAL YEAR 2024-25***

| | 2100 SPECIAL REVENUE REIMB GRANTS 2024-25 | | | |
|---|---|---|---|---|
| | **Original Budget** | **Amended Budget** | **Req. Adjustment** | **Adjusted Budget** |
| **RESOURCES** | | | | |
| Beginning Balance | $ 270,735 | 0 | 0 | 270,735 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Public Safety Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Hold Harmless Replacement GRT | 0 | 0 | 0 | 0 |
| State-Shared Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 0 | 0 | 0 | 0 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 0 | 0 | 0 | 0 |
| Payment In Lieu of Property Tax | 0 | 0 | 0 | 0 |
| Franchise Fees | 0 | 0 | 0 | 0 |
| Payment In Lieu of Franchise Fees | 0 | 0 | 0 | 0 |
| Licenses, Fees & Permits | 0 | 0 | 0 | 0 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 0 | 0 | 0 | 0 |
| Charges For Services | 0 | 0 | 0 | 0 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 0 | 0 | 0 | 0 |
| Miscellaneous Revenues | 185,500 | 185,500 | 0 | 185,500 |
| Federal Grants | 15,245,266 | 15,321,760 | (125,880) | 15,195,880 |
| State Grants | 7,421,065 | 7,420,452 | 466,897 | 7,887,349 |
| Local Grants | 0 | 1,200 | 2,656 | 3,856 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **22,851,831** | **22,928,912** | **343,673** | **23,272,585** |
| **TOTAL RESOURCES** | **$ 23,122,566** | **22,928,912** | **343,673** | **23,543,320** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 9,300,103 | 9,300,103 | 0 | 9,300,103 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 4,248,063 | 4,266,357 | 19,863 | 4,286,220 |
| Las Cruces Fire Department | 1,415,683 | 1,415,683 | 0 | 1,415,683 |
| Utilities | 378,926 | 378,926 | 0 | 378,926 |
| Economic Development | 4,860,889 | 4,860,889 | 0 | 4,860,889 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 148,183 | 254,791 | 0 | 254,791 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 366,296 | 366,296 | 0 | 366,296 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 150,000 | 150,000 | 0 | 150,000 |
| Parks & Recreation | 0 | 58,200 | 0 | 58,200 |
| Community Development | 277,223 | 277,223 | 0 | 277,223 |
| Quality of Life | 1,479,054 | 1,479,641 | 499,583 | 1,979,224 |
| Public Works | 230,196 | 230,196 | (178,558) | 51,638 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 22,854,616** | **23,038,305** | **340,888** | **23,379,193** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 267,950** | **(109,394)** | **2,785** | **164,126** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4005 COMMUNITY INVESTMENT PROJECTS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 1,917,472 | 0 | 0 | 1,917,472 |
| **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 | 15,000 | 15,000 | 0 | 15,000 |
| 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** | **15,000** | **15,000** | **0** | **15,000** |
| **TOTAL RESOURCES** | **$ 1,932,472** | **15,000** | **0** | **1,932,472** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 214,153 | 214,153 | 0 | 214,153 |
| Parks & Recreation | 468,724 | 468,724 | 679,732 | 1,148,456 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 97,199 | 97,199 | 0 | 97,199 |
| Public Works | 116,022 | 131,023 | 0 | 131,023 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 896,098** | **911,099** | **679,732** | **1,590,831** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 1,036,374** | **(896,099)** | **(679,732)** | **341,641** |

*CITY OF LAS CRUCES*

*Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4031 2017 FACILITIES PROJECT 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 293,939 | 0 | 0 | 293,939 |
| **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 | 15,000 | 15,000 | 0 | 15,000 |
| 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** | **15,000** | **15,000** | **0** | **15,000** |
| **TOTAL RESOURCES** | **$ 308,939** | **15,000** | **0** | **308,939** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 124,976 | 124,976 | 33,476 | 158,452 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 124,976** | **124,976** | **33,476** | **158,452** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 183,963** | **(109,976)** | **(33,476)** | **150,487** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4100 CAPITAL PROJECTS REIMB GRANTS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 0 | 0 | 0 | 0 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Public Safety Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Hold Harmless Replacement GRT | 0 | 0 | 0 | 0 |
| State-Shared Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 0 | 0 | 0 | 0 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 0 | 0 | 0 | 0 |
| Payment In Lieu of Property Tax | 0 | 0 | 0 | 0 |
| Franchise Fees | 0 | 0 | 0 | 0 |
| Payment In Lieu of Franchise Fees | 0 | 0 | 0 | 0 |
| Licenses, Fees & Permits | 0 | 0 | 0 | 0 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 0 | 0 | 0 | 0 |
| Charges For Services | 0 | 0 | 0 | 0 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 0 | 0 | 0 | 0 |
| Miscellaneous Revenues | 0 | 0 | 0 | 0 |
| Federal Grants | 3,719,299 | 4,508,201 | (144,927) | 4,363,274 |
| State Grants | 16,008,104 | 19,936,254 | (3,082,579) | 16,853,675 |
| Local Grants | 799,144 | 350,000 | 0 | 350,000 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **20,526,547** | **24,794,455** | **(3,227,506)** | **21,566,949** |
| **TOTAL RESOURCES** | **$ 20,526,547** | **24,794,455** | **(3,227,506)** | **21,566,949** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 400,000 | 221,241 | 0 | 221,241 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 2,103,908 | 2,894,891 | 0 | 2,894,891 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 370,000 | 370,000 | 0 | 370,000 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 2,636,377 | 3,675,279 | (69,746) | 3,605,533 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 690,746 | 690,746 | 0 | 690,746 |
| Public Works | 14,325,516 | 16,942,298 | (3,157,760) | 13,784,539 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 20,526,547** | **24,794,455** | **(3,227,506)** | **21,566,950** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ (0)** | **(0)** | **0** | **(0)** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4202 GRT STREET MAINTENANCE 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 10,698,577 | 0 | 0 | 10,698,577 |
| **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 | 300,000 | 300,000 | 0 | 300,000 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 172,265 | 172,265 | 0 | 172,265 |
| 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** | **472,265** | **472,265** | **0** | **472,265** |
| **TOTAL RESOURCES** | **$ 11,170,841** | **472,265** | **0** | **11,170,841** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 15,670,841 | 15,670,841 | (77,201) | 15,593,640 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 15,670,841** | **15,670,840** | **(77,201)** | **15,593,640** |
| **Other Resources** | | | | |
| Operating Transfers In | 4,500,000 | 4,500,000 | 0 | 4,500,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 4,500,000** | **4,500,000** | **0** | **4,500,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 0** | **(10,698,575)** | **77,201** | **77,201** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4227 VAD STREET PROJECTS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 1,502,725 | 0 | 0 | 1,502,725 |
| **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 | 5,000 | 5,000 | 0 | 5,000 |
| 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** | **5,000** | **5,000** | **0** | **5,000** |
| **TOTAL RESOURCES** | **$ 1,507,725** | **5,000** | **0** | **1,507,725** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 1,492,317 | 1,492,317 | (92,196) | 1,400,121 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 1,492,317** | **1,492,316** | **(92,196)** | **1,400,121** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 15,408** | **(1,487,316)** | **92,196** | **107,604** |

*CITY OF LAS CRUCES*

*Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4231 2022 GO BOND 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 15,273,453 | 0 | 0 | 15,273,453 |
| **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** | **$ 15,273,453** | **0** | **0** | **15,273,453** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 340,000 | 340,000 | 0 | 340,000 |
| Public Works | 14,593,453 | 14,593,453 | 153,599 | 14,747,052 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 14,933,453** | **14,933,452** | **153,599** | **15,087,052** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 339,999** | **(14,933,452)** | **(153,599)** | **186,400** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4400 FLOOD CONTROL 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 7,469,060 | 0 | 0 | 7,469,060 |
| **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 | 29,000 | 29,000 | 0 | 29,000 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 10,000 | 10,000 | 0 | 10,000 |
| 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** | **39,000** | **39,000** | **0** | **39,000** |
| **TOTAL RESOURCES** | **$ 7,508,060** | **39,000** | **0** | **7,508,060** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 8,345,955 | 8,345,955 | (79,165) | 8,266,790 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 8,345,955** | **8,345,955** | **(79,165)** | **8,266,790** |
| **Other Resources** | | | | |
| Operating Transfers In | 1,500,000 | 1,500,000 | 0 | 1,500,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 1,500,000** | **1,500,000** | **0** | **1,500,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 662,105** | **(6,806,955)** | **79,165** | **741,270** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4613 NMFA EQUIPMENT 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 5,450,146 | 0 | 0 | 5,450,146 |
| **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 | 5,000,000 | 5,000,000 | (5,000,000) | 0 |
| **Total Revenues** | **5,000,000** | **5,000,000** | **(5,000,000)** | **0** |
| **TOTAL RESOURCES** | **$ 10,450,146** | **5,000,000** | **(5,000,000)** | **5,450,146** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 418,964 | 418,964 | 0 | 418,964 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 418,964** | **418,964** | **0** | **418,964** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 10,031,182** | **4,581,036** | **(5,000,000)** | **5,031,182** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4620 2020A NMFA FACILITY PROJECTS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 5,883,575 | 0 | 0 | 5,883,575 |
| **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 | 15,000 | 15,000 | 0 | 15,000 |
| 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** | **15,000** | **15,000** | **0** | **15,000** |
| **TOTAL RESOURCES** | **$ 5,898,575** | **15,000** | **0** | **5,898,575** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 500,001 | 500,001 | 0 | 500,001 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 5,079,011 | 5,079,011 | (426,486) | 4,652,525 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 5,579,012** | **5,579,011** | **(426,486)** | **5,152,526** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 319,563** | **(5,564,011)** | **426,486** | **746,049** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 4622 23 NMFA EQUIPMENT 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 0 | 0 | 4,427,358 | 4,427,358 |
| **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** | **$ 0** | **0** | **4,427,358** | **4,427,358** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 4,427,358 | 4,427,358 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 0** | **0** | **4,427,358** | **4,427,358** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 0** | **0** | **0** | **0** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5200 GAS OPERATIONS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 3,305,763 | 0 | 0 | 3,305,763 |
| **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 | 574,691 | 574,691 | 0 | 574,691 |
| 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 | 13,963,049 | 13,963,049 | 0 | 13,963,049 |
| Natural Gas Sales - Commodity | 15,633,010 | 15,633,010 | 0 | 15,633,010 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 137,457 | 137,457 | 0 | 137,457 |
| Miscellaneous Revenues | 33,892 | 33,892 | 0 | 33,892 |
| 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** | **30,342,099** | **30,342,099** | **0** | **30,342,099** |
| **TOTAL RESOURCES** | **$ 33,647,862** | **30,342,099** | **0** | **33,647,862** |
| **Expenditures** | | | | |
| General Government | 5,183,624 | 5,183,624 | 0 | 5,183,624 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 25,097,961 | 25,097,964 | 678,447 | 25,776,411 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 30,281,585** | **30,281,588** | **678,447** | **30,960,035** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | (1,150,000) | (1,150,000) | (344,743) | (1,494,743) |
| **Total Other Resources** | **$ (1,150,000)** | **(1,150,000)** | **(344,743)** | **(1,494,743)** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 2,216,277** | **(1,089,489)** | **(1,023,190)** | **1,193,087** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5250 GAS CAPITAL IMPROVEMENTS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 2,095,529 | 0 | 0 | 2,095,529 |
| **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 | 15,000 | 15,000 | 0 | 15,000 |
| 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** | **15,000** | **15,000** | **0** | **15,000** |
| **TOTAL RESOURCES** | **$ 2,110,529** | **15,000** | **0** | **2,110,529** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 2,537,086 | 2,537,086 | 373,443 | 2,910,529 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 2,537,086** | **2,537,086** | **373,443** | **2,910,529** |
| **Other Resources** | | | | |
| Operating Transfers In | 500,000 | 500,000 | 300,000 | 800,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 500,000** | **500,000** | **300,000** | **800,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 73,443** | **(2,022,086)** | **(73,443)** | **0** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5260 GAS EQUIPMENT REPLACE RESERVE 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 186,221 | 0 | 0 | 186,221 |
| **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 | 8,000 | 8,000 | 0 | 8,000 |
| Miscellaneous Revenues | 5,000 | 5,000 | 0 | 5,000 |
| 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** | **13,000** | **13,000** | **0** | **13,000** |
| **TOTAL RESOURCES** | **$ 199,221** | **13,000** | **0** | **199,221** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 822,934 | 822,934 | 71,030 | 893,964 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 822,934** | **822,934** | **71,030** | **893,964** |
| **Other Resources** | | | | |
| Operating Transfers In | 650,000 | 650,000 | 44,743 | 694,743 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 650,000** | **650,000** | **44,743** | **694,743** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 26,287** | **(159,934)** | **(26,287)** | **0** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5350 WATER CAPITAL IMPROVEMENTS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 2,393,642 | 0 | 0 | 2,393,642 |
| **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 | 9,000 | 9,000 | 0 | 9,000 |
| 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** | **9,000** | **9,000** | **0** | **9,000** |
| **TOTAL RESOURCES** | **$ 2,402,642** | **9,000** | **0** | **2,402,642** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 2,345,464 | 2,345,464 | 57,178 | 2,402,642 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 2,345,464** | **2,345,464** | **57,178** | **2,402,642** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 57,178** | **(2,336,464)** | **(57,178)** | **0** |

*CITY OF LAS CRUCES*

*Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5395 WATER20A PROJECT 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 2,115,201 | 0 | 0 | 2,115,201 |
| **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 | 50,000 | 50,000 | 0 | 50,000 |
| 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** | **50,000** | **50,000** | **0** | **50,000** |
| **TOTAL RESOURCES** | **$ 2,165,201** | **50,000** | **0** | **2,165,201** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 2,115,201 | 2,115,201 | 50,000 | 2,165,201 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 2,115,201** | **2,115,201** | **50,000** | **2,165,201** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 50,000** | **(2,065,201)** | **(50,000)** | **0** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5401 WASTEWATER DEVELOPMENT 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 7,216,077 | 0 | 0 | 7,216,077 |
| **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 | 1,925,000 | 1,925,000 | 0 | 1,925,000 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 50,000 | 50,000 | 0 | 50,000 |
| Miscellaneous Revenues | 15,000 | 15,000 | 0 | 15,000 |
| 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** | **1,990,000** | **1,990,000** | **0** | **1,990,000** |
| **TOTAL RESOURCES** | **$ 9,206,077** | **1,990,000** | **0** | **9,206,077** |
| **Expenditures** | | | | |
| General Government | 44,700 | 44,700 | 0 | 44,700 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 740,946 | 740,946 | 500,000 | 1,240,946 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 785,646** | **785,646** | **500,000** | **1,285,646** |
| **Other Resources** | | | | |
| Operating Transfers In | 200,000 | 200,000 | 0 | 200,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 200,000** | **200,000** | **0** | **200,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 8,620,431** | **1,404,354** | **(500,000)** | **8,120,431** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5405 WW CONTINGENCY FUND 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 242,271 | 0 | 0 | 242,271 |
| **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 | 1,000 | 1,000 | 0 | 1,000 |
| 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** | **1,000** | **1,000** | **0** | **1,000** |
| **TOTAL RESOURCES** | **$ 243,271** | **1,000** | **0** | **243,271** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 100,000 | 100,000 | 0 | 100,000 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 100,000** | **100,000** | **0** | **100,000** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | (100,000) | (100,000) |
| **Total Other Resources** | **$ 0** | **0** | **(100,000)** | **(100,000)** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 143,271** | **(99,000)** | **(100,000)** | **43,271** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5450 WASTEWATER CAPITAL IMPROVEMENT 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 1,904,010 | 0 | 0 | 1,904,010 |
| **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 | 50,000 | 50,000 | 0 | 50,000 |
| Miscellaneous Revenues | 0 | 0 | 0 | 0 |
| Federal Grants | 0 | 0 | 0 | 0 |
| State Grants | 1,682,711 | 1,682,711 | 0 | 1,682,711 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **1,732,711** | **1,732,711** | **0** | **1,732,711** |
| **TOTAL RESOURCES** | **$ 3,636,721** | **1,732,711** | **0** | **3,636,721** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 4,007,100 | 4,007,100 | 100,000 | 4,107,100 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 4,007,100** | **4,007,100** | **100,000** | **4,107,100** |
| **Other Resources** | | | | |
| Operating Transfers In | 371,000 | 371,000 | 100,000 | 471,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 371,000** | **371,000** | **100,000** | **471,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 621** | **(1,903,389)** | **0** | **621** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 5500 SOLID WASTE OPERATIONS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 2,455,592 | 0 | 0 | 2,455,592 |
| **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 | 233,400 | 233,400 | 0 | 233,400 |
| 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 | 18,148,827 | 18,148,827 | 0 | 18,148,827 |
| 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 | 500 | 500 | 0 | 500 |
| Miscellaneous Revenues | 14,789 | 14,789 | 0 | 14,789 |
| Federal Grants | 0 | 257,600 | 0 | 257,600 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **18,397,516** | **18,655,116** | **0** | **18,655,116** |
| **TOTAL RESOURCES** | **$ 20,853,108** | **18,655,116** | **0** | **21,110,708** |
| **Expenditures** | | | | |
| General Government | 4,284,725 | 4,284,725 | 0 | 4,284,725 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 15,711,790 | 15,969,390 | 500,000 | 16,469,390 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 19,996,515** | **20,254,115** | **500,000** | **20,754,115** |
| **Other Resources** | | | | |
| Operating Transfers In | 1,000,000 | 1,000,000 | 0 | 1,000,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 1,000,000** | **1,000,000** | **0** | **1,000,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 1,856,594** | **(598,999)** | **(500,000)** | **1,356,593** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 6330 WORKERS COMPENSATION 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 1,638,491 | 0 | 0 | 1,638,491 |
| **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 | 319,624 | 319,624 |
| 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** | **319,624** | **319,624** |
| **TOTAL RESOURCES** | **$ 1,638,491** | **0** | **319,624** | **1,958,115** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 2,249,438 | 2,249,438 | 0 | 2,249,438 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 2,249,438** | **2,249,438** | **0** | **2,249,438** |
| **Other Resources** | | | | |
| Operating Transfers In | 890,000 | 890,000 | 0 | 890,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 890,000** | **890,000** | **0** | **890,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 279,053** | **(1,359,438)** | **319,624** | **598,677** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 6340 LIABILITY CLAIMS 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 4,750,924 | 0 | 0 | 4,750,924 |
| **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 | 255,143 | 255,143 |
| 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** | **255,143** | **255,143** |
| **TOTAL RESOURCES** | **$ 4,750,924** | **0** | **255,143** | **5,006,067** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 8,393,609 | 8,393,609 | 0 | 8,393,609 |
| 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 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 8,393,609** | **8,393,608** | **0** | **8,393,609** |
| **Other Resources** | | | | |
| Operating Transfers In | 4,300,000 | 4,300,000 | 0 | 4,300,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 4,300,000** | **4,300,000** | **0** | **4,300,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 657,315** | **(4,093,608)** | **255,143** | **912,458** |

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2024-25*

| | 7492 HIDTA-CLC 2024-25 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 30,520 | 0 | 0 | 30,520 |
| **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 | 1,494,556 | 1,533,193 | (293,184) | 1,240,009 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **1,494,556** | **1,533,193** | **(293,184)** | **1,240,009** |
| **TOTAL RESOURCES** | **$ 1,525,076** | **1,533,193** | **(293,184)** | **1,270,529** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| METRO | 713,612 | 738,696 | (195,632) | 543,064 |
| HIDTA | 717,297 | 730,850 | (81,083) | 649,767 |
| **Total Expenditures** | **$ 1,430,909** | **1,469,545** | **(276,715)** | **1,192,831** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 94,167** | **63,648** | **(16,469)** | **77,698** |

Exhibit "B"

# City of Las Cruces
## Capital Improvements Program
## FY 2025-2030

Amended: 8/19/2024

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| **ACTIVE TRANSPORTATION** | | **7,026,355** | **(975,000)** | **809,000** | **635,000** | **635,000** | **635,000** | |
| **Active Transportation - Newly Funded** | | **500,000** | - | - | - | - | - | |
| Trails + | Parks and Recreation | 500,000 | | | | | | **Grants** |
| **Active Transportation - Carryover Projects** | | **6,526,355** | **(1,050,000)** | **635,000** | **635,000** | **635,000** | **635,000** | |
| Active Transportation Program | | 5,577,515 | (1,840,000) | 135,000 | 135,000 | 135,000 | 135,000 | **Bonds,** Grants**, Taxes** |
| Active Transportation Projects | Public Works | 4,840,778 | | | | | | **Bonds,** Grants |
| *2024 Legislative Appropriations* | | | *350,000* | | | | | |
| *Pending Design Approval* | | | (2,325,000) | | | | | |
| Pedestrian Safety Improvements | Public Works | 736,737 | 135,000 | 135,000 | 135,000 | 135,000 | 135,000 | **Taxes, Telshor** |
| Dona Ana Move Trail | Parks and Recreation | 381,417 | | | | | | **Grants, Taxes** |
| *2024 Legislative Appropriations ( R )* | | | *290,000* | | | | | |
| Las Cruces Lateral RTP Trail | Parks and Recreation | 467,423 | | | | | | **Grants** |
| Trail Renovations | Parks and Recreation | 100,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | Grants, Taxes |
| **Active Transportation - Future Projects** | | - | **75,000** | **174,000** | - | - | - | |
| Tortugas Trail | Parks and Recreation | | | | | | | Grants |
| *2024 Legislative Appropriations ( R )* | | | *75,000* | | | | | |
| Green Cool Corridors for Bicycles | Sustainability | | | 174,000 | | | | Grants, Taxes |
| **AIRPORT** | | **2,577,509** | **19,107,903** | **15,020,000** | **3,600,000** | **2,700,000** | **24,320,000** | |
| **Airport - Carryover Projects** | | **2,437,709** | - | - | - | - | - | |
| LRU Runway Improvements | Las Cruces Airport | 2,437,709 | | | | | | **Grants,** Taxes |
| LRU Runway 4/22 Rehabilitation | Las Cruces Airport | 2,437,709 | | | | | | **Grants,** Taxes |
| **Airport - Annual Projects** | | **139,800** | **200,000** | **200,000** | **200,000** | **200,000** | **200,000** | |
| LRU Pavement Maintenance Program | Las Cruces Airport | 64,800 | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 | **Taxes** |
| LRU Pavement Striping/Marking Maintenance Program | Las Cruces Airport | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | **Taxes** |
| **Airport - Future Projects** | | - | **18,907,903** | **14,820,000** | **3,400,000** | **2,500,000** | **24,120,000** | |
| LRU Airport Rotating Beacon | Las Cruces Airport | | 170,000 | | | | | Grants, Taxes |
| LRU Airport Automated Weather Observation System (AWOS) | Las Cruces Airport | | 415,000 | | | | | Grants |
| LRU Maintenance Facility Design and Construction | Las Cruces Airport | | 500,000 | | | | | Grants |
| LRU Airline Ground Support Equipment Facility Design & Construction | Las Cruces Airport | | | | | | | Grants |
| LRU Airport Maintenance Equipment | Las Cruces Airport | | 850,000 | | | | | Grants, Taxes |
| LRU Commercial Hangar Design and Construction | Las Cruces Airport | | 2,800,000 | | | | | Grants, Taxes |
| LRU Runway Improvements | Las Cruces Airport | - | 14,172,903 | - | - | - | 12,850,000 | Grants |
| LRU Runways 8/26 and 12/30 Blast Pads | Las Cruces Airport | | 410,000 | | | | | Grants, Taxes |
| LRU Runway 12/30 Extension | Las Cruces Airport | | 13,500,000 | | | | | Grants |
| *2024 Legislative Appropriations ( R )* | | | *262,903* | | | | | |
| Runway 8/26 Extension | Las Cruces Airport | | | | | | 12,850,000 | Grants, Taxes |
| LRU ARFF (Airport Rescue & Fire Fighting) Index B Equip Upgrades | Las Cruces Airport | | | 1,600,000 | | | | Grants, Taxes |
| LRU Passenger Terminal Parking Design and Construction | Las Cruces Airport | | | 1,600,000 | | | | Grants, Taxes |
| LRU Fuel Farm Relocation and Expansion | Las Cruces Airport | | | 1,900,000 | | | | Grants |
| LRU Infrastructure Extensions/Improvements | Las Cruces Airport | | | 4,500,000 | | | | Grants |
| LRU Passenger Terminal Design and Construction | Las Cruces Airport | - | | 5,220,000 | | | | Grants**,** Taxes |
| LRU Taxi Lane Extensions/Improvements | Las Cruces Airport | | | | 3,400,000 | | | Grants |
| LRU Multi-Modal Public Passenger Transit Facility | Las Cruces Airport | | | | | 2,500,000 | | Grants |
| LRU Apron West Rehabilitation | Las Cruces Airport | | | | | | 70,000 | Grants, Taxes |
| LRU East Road Extensions/Improvements | Las Cruces Airport | | | | | | 11,200,000 | Grants |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| **ATTAINABLE/AFFORDABLE HOUSING** | | **10,137,334** | **9,975,000** | **4,000,000** | **4,000,000** | **4,000,000** | **4,000,000** | |
| **Attainable/Affordable Housing - Carryover Projects** | | **5,872,334** | - | - | - | - | - | |
| GO Bond 2024 - Affordable Housing Development | Neighborhood Housing | 5,872,334 | | | | | | **Bonds** |
| **Attainable/Affordable Housing - Carryover Projects** | | **4,265,000** | **5,975,000** | - | - | - | - | |
| MV Community of Hope - Campus Extension (Amador Crossing) | Neighborhood Housing | 4,265,000 | | | | | | **Grants, Taxes, Telshor** |
| *2024 Legislative Appropriations* | | | *5,975,000* | | | | | |
| **Attainable/Affordable Housing - Future Projects** | | - | **4,000,000** | **4,000,000** | **4,000,000** | **4,000,000** | **4,000,000** | |
| MV Community of Hope - Master Plan Implementation | Neighborhood Housing | | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | Grants, Taxes |
| Paseos Verdes | Neighborhood Housing | | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | Grants, Bonds, Taxes |
| **CITY OPERATIONAL FACILITIES** | | **346,000** | **8,039,500** | **505,500** | **505,500** | **505,500** | **505,500** | |
| **City Operational Facilities - Newly Funded** | | **346,000** | - | - | - | - | - | |
| Well Monitoring | Public Works | 346,000 | | | | | | **Telshor** |
| **City Operational Facilities - Annual Projects** | | - | **255,500** | **255,500** | **255,500** | **255,500** | **255,500** | |
| Safety, Health, Environmental & Emergency | Facilities Management | - | 255,500 | 255,500 | 255,500 | 255,500 | 255,500 | Taxes |
| Safety, Health, Environmental, & Emergency | Facilities Management | | 255,500 | 255,500 | 255,500 | 255,500 | 255,500 | Taxes |
| **City Operational Facilities - Future Projects** | | - | **7,784,000** | **250,000** | **250,000** | **250,000** | **250,000** | |
| General Facilities Improvements | | - | 7,500,000 | - | - | - | - | Bonds, Taxes |
| City Hall Expansion | Facilities Management | | 7,500,000 | | | | | Bonds, Taxes |
| HVAC Upgrade Program | | - | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | Taxes |
| HVAC Upgrade Program | Facilities Management | | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | Taxes |
| Refuse & Recycling Buffer Program | | - | 84,000 | 50,000 | 50,000 | 50,000 | 50,000 | Taxes |
| Refuse & Recycling Buffer Program | Facilities Management | | 84,000 | 50,000 | 50,000 | 50,000 | 50,000 | Taxes |
| **EQUIPMENT & IT** | | - | **137,000** | **92,000** | **92,000** | - | - | |
| **Equipment & IT - Future Projects** | | - | **137,000** | **92,000** | **92,000** | - | - | |
| Audio and Visual Equipment Upgrades for City Hall | Facilities Management | | 137,000 | 92,000 | 92,000 | | | Taxes |
| **NON-PROFIT** | | **5,738,540** | **15,850,746** | **1,300,000** | - | - | - | |
| **Non-Profit - Carryover Projects** | | **5,738,540** | **13,580,000** | **500,000** | - | - | - | |
| Arts and Cultural District Improvements | Non-Profit | 1,875,623 | | | | | | **Bonds, Taxes** |
| MV Community of Hope - Building 1, Solar Project | Non-Profit | 400,000 | 600,000 | | | | | **Grants** |
| MV Community of Hope - Expansion Remodel | Non-Profit | 1,171,268 | 500,000 | 500,000 | | | | **Grants** |
| MVCoH Flooring | Non-Profit | 10,317 | | | | | | **Grants** |
| MVCoH Health Facility | Non-Profit | 164,832 | 330,000 | - | - | - | - | **Grants** |
| MVCoH Health Facility Improvements | Non-Profit | 164,832 | 330,000 | | | | | **Grants** |
| MV Community of Hope - Jardin de los Niños Re-Roof | Non-Profit | 250,000 | 150,000 | | | | | **Grants** |
| MV Community of Hope - The Kitchens | Non-Profit | 1,866,500 | 10,850,000 | | | | | **Grants** |
| *2024 Legislative Appropriations* | | | *1,150,000* | | | | | |
| **Non-Profit - Future Projects** | | - | **2,270,746** | **800,000** | - | - | - | |
| Children's Museum Facility | Quality of Life | - | | | | | | Grants |
| *2024 Legislative Appropriations ( R )* | | | *690,746* | | | | | |
| La Casa, Inc. Safety and Security Improvements | Non-Profit | | - | | | | | Grants |
| *2024 Legislative Appropriations* | | | *580,000* | | | | | |
| MVCoH Patio to Office Remodel | Non-Profit | | 1,000,000 | | | | | Grants |
| MV Community of Hope - Jardin de los Niños Security Improvements | Non-Profit | | | 200,000 | | | | Grants |
| MVCoH Solar Parking Structure | Non-Profit | | | 600,000 | | | | Grants |
| **OTHER** | | **2,536,816** | **7,235,000** | **1,755,000** | **1,755,000** | **1,755,000** | **1,755,000** | |
| **Other - Carryover Projects** | | **2,536,816** | **280,000** | **280,000** | **280,000** | **280,000** | **280,000** | |
| GO Bond - ARPA | Public Works | 435,047 | | | | | | **Bonds** |
| Villa Mora Dam Park Study | Parks and Recreation | 250,000 | | | | | | **Bonds** |
| Downtown Shade Structures | Economic Development | 600,000 | | | | | | **Bonds, Taxes** |
| Mesquite Historical District Renovations | Public Works | 1,025,000 | | | | | | **Grants** |
| Senior Programs Kitchen Equipment/Senior Programs Vehicles | Quality of Life | 226,769 | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | Taxes, **Grants** |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| **Other - Future Projects** | | - | **6,955,000** | **1,475,000** | **1,475,000** | **1,475,000** | **1,475,000** | |
| General Facilities Improvements | | - | 145,000 | - | - | - | - | Grants, Taxes |
| Senior Programs Master Plan | Quality of Life | | 145,000 | | | | | Grants, Taxes |
| LCIIP Gateway Signage & Pocket Park | Economic Development | - | 335,000 | | | | | Bonds, Grants, **Taxes** |
| LCIIP Infrastructure Improvements | Economic Development | | 5,000,000 | | | | | Other |
| Safety, Health, Environmental & Emergency | | - | 1,475,000 | 1,475,000 | 1,475,000 | 1,475,000 | 1,475,000 | Taxes |
| City Vacant /Abandoned Lots | Facilities Management | | 825,000 | 825,000 | 825,000 | 825,000 | 825,000 | Taxes |
| Rehabilitation and Demolition of Vacant/Condemned Buildings | Facilities Management | | 650,000 | 650,000 | 650,000 | 650,000 | 650,000 | Taxes |
| **PARK IMPROVEMENTS** | | **13,329,488** | **12,125,485** | **67,575,000** | **4,100,000** | **4,101,000** | **4,101,000** | |
| **Park Improvements - Newly Funded** | | **804,215** | **550,000** | - | - | - | - | |
| Park Construction/Enhancements | Parks and Recreation | 400,000 | | | | | | **Telshor** |
| Soldados Field Restroom | Parks and Recreation | 404,215 | 550,000 | | | | | Grants, Bonds**, PIF**, Taxes |
| **Park Improvements - Carryover Projects** | | **8,452,023** | **2,689,494** | **125,000** | - | - | - | |
| A. Fielder Memorial Safe Haven Renovations | Parks and Recreation | 43,400 | | | | | | **Taxes** |
| Apodaca Park Aquatic Playground and Multi-Use Path | Parks and Recreation | 1,387,484 | | | | | | **Grants,Taxes, PIF** |
| Chandler Tank Park | Parks and Recreation | 1,071,192 | | | | | | **PIF, Taxes** |
| Gallagher Park Improvements | Parks and Recreation | 26,377 | | | | | | **Other** |
| Highland Park | | 2,027,275 | | | | | | **Bonds , Other , PIF** |
| GO Bond 2018- Park & Sport Field Improvements & Additions | Public Works | 30,874 | | | | | | **Bonds** |
| GO Bond 2022- Parks Improvements | Public Works | 1,915,919 | | | | | | **Bonds** |
| GO Bond 2018 - Walking, Jogging, Biking Trails Improvements & Additions | Public Works | 4,413 | | | | | | **Bonds** |
| Klein Park Improvements | Parks and Recreation | 210,000 | | | | | | **Grants,** PIF |
| Parks and Recreational Facilities Structural Renovations | Parks and Recreation | 300,000 | 585,000 | 125,000 | | | | **Grants, Taxes** |
| *2024 Legislative Appropriations (Lift Up)* | | | *100,000* | | | | | |
| Park Drinking Fountains | Parks and Recreation | 279,326 | 55,000 | | | | | Grants |
| Pioneer Women's Park improvements | Parks and Recreation | 660,000 | | | | | | **Grants** |
| *2024 Legislative Appropriations ( R )* | | | *175,669* | | | | | |
| Skate Park Renovation & Improvements | Parks and Recreation | 248,263 | | | | | | **Grants, PIF** |
| *2024 Legislative Appropriations ( R )* | | | *773,825* | | | | | |
| Veteran's Memorial Park Enhancements | Parks and Recreation | 247,500 | 1,000,000 | | | | | **ARPA, Bonds, Grants, Taxes** |
| **Park Improvements - Annual Projects** | | **4,073,250** | **4,249,000** | **4,250,000** | **4,100,000** | **4,101,000** | **4,101,000** | |
| Parks Shade Structures | | 23,250 | 24,000 | 25,000 | 25,000 | 26,000 | 26,000 | **Taxes** |
| Park Structure Replacement | Parks and Recreation | 23,250 | 24,000 | 25,000 | 25,000 | 26,000 | 26,000 | **Taxes** |
| Playground Renovations | Parks and Recreation | 1,500,000 | 1,825,000 | 1,825,000 | 1,825,000 | 1,825,000 | 1,825,000 | Grants, **Telshor** |
| Legacy Park Renovations | Parks and Recreation | 2,550,000 | 2,400,000 | 2,400,000 | 2,250,000 | 2,250,000 | 2,250,000 | ARPA, Bonds, Grants, PIF, Taxes,**Telshor** |
| **Park Improvements - Future Projects** | | - | **5,241,991** | **63,200,000** | - | - | - | |
| Albert Johnson Park Electrical Improvements | Parks and Recreation | | 70,000 | | | | | Taxes, Grants |
| Ballfield/Multi-Use Field Renovations & Upgrades | Parks and Recreation | | 144,000 | 3,200,000 | | | | ARPA, Bonds, Grants, Taxes |
| *2024 Legislative Appropriations ( R )* | | | *662,991* | | | | | |
| Soldados Field Lighting | Parks and Recreation | | 1,200,000 | | | | | Grants, Bonds, PIF, Taxes |
| Light Poles at Maag | Facilities Management | | 1,010,000 | | | | | Bonds, Grants, Taxes |
| Benavidez Community Center Park Improvements | Parks and Recreation | | 2,000,000 | | | | | ARPA, Bonds, Grants, PIF, Taxes |
| Valley View Park - Heske Garden Lighting Replacement | Parks and Recreation | | 100,000 | | | | | Grants |
| Multi-Use Recreation Center | Parks and Recreation | | | 60,000,000 | | | | Bonds, Grants, Taxes |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| **PARKS - NEW** | | **9,457,126** | **3,600,000** | **8,855,000** | **1,500,000** | **2,700,000** | **1,500,000** | |
| **Parks - New - Carryover Projects** | | **6,032,797** | **800,000** | **500,000** | **500,000** | **500,000** | **500,000** | |
| GO Bond 2022- East Mesa Public Recreation Complex | Public Works | 3,316,762 | | | | | | **Bonds** |
| E. Mesa Public Recreational Complex | Public Works | 2,096,221 | | | | | | **Bonds, PIF,** Grants |
| *2024 Legislative Appropriations* | | | *300,000* | | | | | |
| Metro Verde Neighborhood Parks | Parks and Recreation | 619,814 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **PIF** |
| **Parks - New - Annual Projects** | | **3,424,329** | **1,000,000** | **1,000,000** | **1,000,000** | **1,000,000** | **1,000,000** | |
| Land Acquisition, Planning, and Design for Parks | Parks and Recreation | 1,919,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **Taxes** |
| Neighborhood Parks | | 614,709 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **PIF** |
| Neighborhood Parks | Parks and Recreation | 614,709 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **PIF** |
| New Skate Park- Plan and Design | Parks and Recreation | 445,310 | | | | | | **Grants** |
| **Parks - New - Future Projects** | | **-** | **1,800,000** | **7,355,000** | **-** | **1,200,000** | **-** | |
| *2024 Legislative Appropriations ( R )* | | | *100,000* | | | | | |
| Bike Park/Trail | Parks and Recreation | | 1,700,000 | 1,400,000 | | | | ARPA, Bonds, Grants, PIF |
| Four Field Baseball/Softball Complex | Parks and Recreation | | | 5,955,000 | | | | Grants, Taxes |
| Waterfalls Park | Parks and Recreation | | | | | 1,200,000 | | Grants, Bonds, PIF, Taxes |
| **PUBLIC FACILITIES** | | **17,572,163** | **30,308,013** | **32,438,796** | **12,387,396** | **38,988,396** | **13,382,396** | |
| **Public Facilities - Carryover Projects** | | **1,311,506** | **4,000,000** | **-** | **-** | **-** | **-** | |
| Branigan Cultural Center Improvements | Quality of Life | 260,232 | 1,000,000 | | | | | **Taxes**, TIDD |
| GO Bond 2018 - New Animal Shelter Facility | Public Works | 33,520 | | | | | | **Bonds** |
| GO Bond 2022- Public Art | Quality of Life | 340,000 | | | | | | **Bonds** |
| Public Art Program | Quality of Life | 97,199 | | | | | | **Grants** |
| Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction | Parks and Recreation | 33,476 | | | | | | **Bond** |
| Various Park Restroom Replacement/Repairs & Upgrades | Parks and Recreation | 580,555 | 3,000,000 | | | | | **Grants** |
| **Public Facilities - Annual Projects** | | **16,260,657** | **7,997,017** | **18,639,700** | **2,054,700** | **6,039,700** | **6,039,700** | |
| ADA Compliance | Facilities Management | | 101,200 | 101,200 | 101,200 | 101,200 | 101,200 | **Taxes** |
| Convention Center FF&E | Facilities Management | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | **Taxes** |
| Downtown Parking Lots Renovation | Facilities Management | 2,199,404 | 280,500 | 280,500 | 280,500 | 280,500 | 280,500 | **TIDD** |
| Downtown Parking Lot Program | Facilities Management | 2,199,404 | 280,500 | 280,500 | 280,500 | 280,500 | 280,500 | **TIDD** |
| Roof Replacement Program | Facilities Management | 2,255,000 | 438,000 | - | - | - | - | **Other** |
| Meerscheidt Center Re-roof | Facilities Management | 540,000 | | | | | | **Bonds** |
| Municipal Court Re-roof | Facilities Management | 350,000 | | | | | | **Bonds** |
| Railroad Museum Re-roof | Facilities Management | 150,000 | | | | | | **Bonds,** Grants, Taxes |
| Rio Grande Theater Re-roof | Facilities Management | 400,000 | 118,000 | | | | | **TIDD** |
| Museum of Art and Museum of Nature and Science Re-roof | Facilities Management | 815,000 | | | | | | |
| Roof Inspections | Facilities Management | - | 100,000 | | | | | Taxes |
| Police Department Main Building - Re-roof | Facilities Management | | 110,000 | | | | | Taxes |
| Police Department Academy - Re-roof | Facilities Management | | 110,000 | | | | | Taxes |
| Parks Parking Lots | | 2,403,013 | - | - | - | - | - | **Grants, Taxes** |
| BMX Track Parking Lot & ADA Improvements | Parks and Recreation | 1,275,000 | - | - | - | - | - | **Grants, Taxes** |
| Paz Ball Field Parking Lot Improvements | Parks and Recreation | 650,000 | | | | | | **Taxes** |
| Tony Gomez Park Parking Lot Improvements | Parks and Recreation | 200,000 | | | | | | **Grants** |
| Veterans' Park Parking Lot | Parks and Recreation | 278,013 | | | | | | **Grants, Taxes** |
| Safety, Health, Environmental & Emergency | | 8,448 | 1,015,500 | 330,500 | 345,500 | 330,500 | 330,500 | **Grants, Taxes** |
| City Hall Security Upgrades | Facilities Management | 8,448 | 270,500 | 255,500 | 270,500 | 255,500 | 255,500 | **Taxes** |
| Parks Sidewalk Replacement | Facilities Management | - | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | Grants, Taxes |
| Fire Alarm & Security Upgrades | Facilities Management | | 670,000 | | | | | Taxes |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| General Facilities Improvements Program | | 9,319,792 | 5,179,317 | 17,100,000 | 1,000,000 | 5,000,000 | 5,000,000 | **Bonds, Grants, Taxes, Telshor** |
| General Facilities Improvements | Facilities Management | 1,000,000 | | | | | | **Telshor** |
| Amador Hotel Renovation | Quality of Life | 2,989,993 | 1,000,000 | 1,000,000 | 1,000,000 | 5,000,000 | 5,000,000 | **Taxes, TIDD** |
| *2024 Legislative Appropriations ( R )* | | | *74,783* | | | | | |
| Benavidez Center Renovations | Quality of Life | 126,225 | - | | | | | **Grants,** Taxes |
| Branigan Library - Expansion Phase II/Branch | Quality of Life | 77,808 | 1,750,000 | 15,750,000 | | | | **Grants**, Taxes |
| Communication and Cashier Offices Construction | Facilities Management | 398,900 | | | | | | **Taxes** |
| Frank O'Brien Papen Center Dining Room Floor | Quality of Life | 35,000 | | | | | | **Grants** |
| Meerscheidt Center | Facilities Management | 2,000,000 | | | | | | **Bonds** |
| Meerscheidt Recreation Center Improvements | Parks and Recreation | 157,678 | | | | | | **Taxes** |
| Munson Senior Center Renovations | Quality of Life | 2,279,375 | | | | | | **Grants**, Taxes |
| Museum of Nature and Science - Improvements | Quality of Life | 254,813 | 75,000 | 175,000 | - | - | - | **Grants, Taxes** |
| Atrium Redesign | Quality of Life | 44,813 | | | | | | **Grants** |
| Technology Improvements | Quality of Life | 210,000 | | | | | | **TIDD** |
| Nature Center Redesign | Quality of Life | | 75,000 | 175,000 | | | | Grants, Taxes |
| Sage Café Expansion | Quality of Life | - | 2,204,534 | | | | | **Taxes** |
| *2024 Legislative Appropriations ( R )* | | | 840,119 | | | | | |
| **Public Facilities - Future Projects** | | **-** | **18,310,996** | **13,799,096** | **10,332,696** | **32,948,696** | **7,342,696** | |
| Generator Buffer Program | Facilities Management | - | 50,000 | 15,000 | 15,000 | 15,000 | 15,000 | Taxes |
| Generator Buffer Program | Facilities Management | | 50,000 | 15,000 | 15,000 | 15,000 | 15,000 | Taxes |
| Veterans Memorial Park Restroom Plumbing Repairs and Upgrades | Parks and Recreation | | 134,000 | | | | | Grants, Taxes |
| HVAC Upgrade Program | Facilities Management | | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | Taxes |
| Generator Replacement Program | Facilities Management | - | 40,500 | 463,000 | 40,500 | 40,500 | 40,500 | Taxes |
| Generator Replacement Program | Facilities Management | | 40,500 | 40,500 | 40,500 | 40,500 | 40,500 | Taxes |
| Sage Café Backup Generator | Quality of Life | | | 422,500 | | | | Grants, Taxes |
| Parks and Recreational Facilities Structural Renovations | Parks and Recreation | | 685,000 | 125,000 | | | | Other |
| Eastside Senior Center Purchase and Renovation | Quality of Life | | 775,000 | 1,000,000 | | | | Grants |
| General Facilities Improvements | | - | 12,818,996 | 11,243,596 | 9,784,696 | 32,440,696 | 6,834,696 | Grants, Bonds, Taxes |
| City Hall Furnishings | Facilities Management | - | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | Taxes |
| Museum of Art Improvements | Quality of Life | | 130,000 | 485,000 | 200,000 | | | Grants, Taxes |
| Frank O'Brien Papen Community Center | Facilities Management | | 224,400 | 224,400 | | | | Taxes |
| WIA Rehabilitation | Facilities Management | | 236,470 | 151,470 | 156,470 | 151,470 | 156,470 | Taxes |
| Railroad Museum Exterior Improvements | Quality of Life | | 249,900 | | | | | Grants, Taxes |
| Hadley Ave Complex Recreation Rehabilitation | Parks and Recreation | | 315,000 | 3,185,000 | | | | Grants, Other |
| Munson Center Floor | Quality of Life | | 750,000 | | | | | Grants, Taxes |
| Plugged in for Good Community Energy Center | Sustainability | | 1,215,000 | | | | | Grants |
| Municipal Court Rehabilitiation | Facilities Management | | 6,618,226 | 6,618,226 | 6,598,226 | 6,598,226 | 6,598,226 | Bonds, Grants, Taxes |
| Museum of Art/MoNaS Remodel | Quality of Life | | 3,000,000 | | | 15,000,000 | | Grants, Bonds, Taxes |
| Branigan Library Renovation | Facilities Management | | | 249,500 | 2,750,000 | 1,111,000 | | Grants, Bonds, Taxes |
| Munson Center Bathrooms | Quality of Life | | | 250,000 | | | | Grants, Taxes |
| Museum Collections Storage Facility | Quality of Life | | | | | 9,500,000 | | Bonds, Grants, Taxes |
| Facility Parking Lot Program | Facilities Management | | 907,500 | 752,500 | 252,500 | 252,500 | 252,500 | Taxes |
| Facility Parking Lot Program | Facilities Management | | 907,500 | 752,500 | 252,500 | 252,500 | 252,500 | Taxes |
| Solar Array | RoadRunner Transit | | 2,700,000 | | | | | Grants |
| New Sand Volleyball Courts | Parks and Recreation | | | | 40,000 | | | Grants, Taxes |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| **PUBLIC SAFETY** | | **13,834,704** | **13,036,000** | **1,340,000** | **14,925,000** | **57,000,000** | **-** | |
| **Public Safety - Carryover Projects** | | **13,834,704** | **7,950,500** | **-** | **-** | **-** | **-** | |
| Fire Station Maintance and Improvements | Fire Department | 382,689 | 950,000 | - | - | - | - | **Grants** |
| Fire Dept. Administration Building Improvements | Fire Department | 82,689 | | | | | | **Grants** |
| Fire Station 2 Bay Remodel | Fire Department | 100,000 | | | | | | **Grants** |
| Fire Station 6 Repairs | Fire Department | 100,000 | | | | | | **Grants** |
| Fire Station 5 | Fire Department | 100,000 | | | | | | **Grants** |
| Fire Department CIT and MIH Building | Fire Department | 113,859 | 1,450,000 | | | | | **ARPA**, Grants |
| *2024 Legislative Appropriations* | | | *2,550,000* | | | | | |
| Fire Station 9 | Fire Department | 11,735,615 | 1,100,000 | | | | | **Bonds,** Grants, **Telshor** |
| GO Bond 2022 - New Fire Station | Fire Department | 9,514,372 | | | | | | **Bonds** |
| *2024 Legislative Appropriations* | | | *100,000* | | | | | |
| GO Bond 2018 - New Fire Station No. 3 Building | Fire Department | 19,407 | | | | | | **Bonds** |
| Police Department Building Renovation | Police Department | 15,134 | 400,000 | | | | | **Grants, Taxes** |
| Police Department Equipment | Police Department | 468,000 | 500,500 | - | - | - | - | **Grants** |
| Public Safety Regional Radio Communication System | Police Department | 468,000 | 500,500 | | | | | **Grants** |
| Safety, Health, Environmental & Emergency | | 1,100,000 | 900,000 | - | - | - | - | Grants |
| Real Time Crime Center (RTCC) | Police Department | 1,100,000 | 250,000 | | | | | **Grants** |
| *2024 Legislative Appropriations* | | | *650,000* | | | | | |
| **Public Safety - Annual Projects** | | **-** | **1,340,000** | **1,340,000** | **240,000** | **-** | **-** | |
| Fire Department Vehicles and Equipment | Fire Department | | 1,100,000 | 1,100,000 | | | | Bonds |
| Fire Station equipment | Fire Department | | 240,000 | 240,000 | 240,000 | | | Grants |
| **Public Safety - Future Projects** | | **-** | **3,745,500** | **-** | **14,685,000** | **57,000,000** | **-** | |
| Police North Parking Lot Fencing | Police Department | | 20,000 | | | | | Taxes |
| Solar Canopy protective screen | Police Department | | 20,000 | | | | | Taxes |
| Police Parking Lot Resurfacing | Police Department | | 25,000 | | | | | Taxes |
| Public Safety Vehicle SWAT Command Vehicle | Police Department | | 100,000 | | | | | Grants |
| Public Safety Vehicles - Bearcat | Police Department | | 350,000 | | | | | Grants |
| Public Safety Vehicle - Rook | Police Department | | 450,000 | | | | | Grants |
| Police Department Mobile Operation Command Vehicle | Police Department | | 750,000 | | | | | Grants |
| Police Department Equipment | Police Department | - | 800,500 | - | 2,100,000 | - | - | Grants, PSIF, Taxes |
| Technology Equipment | Police Department | | 100,000 | | | | | Grants, Taxes |
| Police Department Equipment - Mobile Data Terminals | Police Department | | 500,500 | | | | | Grants |
| Police/Fire Training Facility - Furniture, Fixtures, and Equipment | Police Department | | | | 2,100,000 | | | Grants, PSIF, Taxes |
| Public Safety Smart Technology | Police Department | | 200,000 | | | | | Grants |
| Police Emergency Vehicles | Police Department | | 1,230,000 | | | | | Grants, PSIF, Taxes |
| Police/Fire Training Facility - Design/Construct | Police Department | | | | 6,900,000 | | | Bonds, Grants, PSIF, Taxes |
| Southwest Station Build | Fire Department | | | | 5,685,000 | | | Other |
| Downtown Public Safety Complex | Police Department | | | | | 57,000,000 | | Bonds, Taxes |
| **PUBLIC TRANSIT** | | **15,400,779** | **5,421,800** | **3,340,000** | **70,000** | **70,000** | **70,000** | |
| **Public Transit - Carryover Projects** | | **15,370,297** | **-** | **-** | **-** | **-** | **-** | |
| Active Transportation | | 15,370,297 | - | - | - | - | - | **Grants, Taxes** |
| Municipal Service Center - Transit | RoadRunner Transit | 15,370,297 | | | | | | **Grants, Taxes** |
| **Public Transit - Annual Projects** | | **30,482** | **75,000** | **190,000** | **70,000** | **70,000** | **70,000** | |
| Active Transportation | | 30,482 | 75,000 | 190,000 | 70,000 | 70,000 | 70,000 | **Grants** |
| Transit Facilities Improvement Program | RoadRunner Transit | 30,482 | 75,000 | 190,000 | 70,000 | 70,000 | 70,000 | **Grants** |
| **Public Transit - Future Projects** | | **-** | **5,346,800** | **3,150,000** | **-** | **-** | **-** | |
| Resiliency | | - | 5,346,800 | 3,150,000 | - | - | - | Grants |
| Battery Storage | RoadRunner Transit | | | 3,150,000 | | | | Grants |
| MVITT Inductive Charging | RoadRunner Transit | | 5,346,800 | | | | | Grants |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| **RESILIENCY** | | **6,882,274** | **1,000,000** | **500,000** | **500,000** | **500,000** | **500,000** | |
| **Resiliency - Carryover Projects** | | **214,152** | **-** | **-** | **-** | **-** | **-** | |
| Resiliency | | 214,152 | - | - | - | - | - | **Bonds** |
| Solar Energy Photo Voltaic Projects | Sustainability | 214,152 | | | | | | **Bonds** |
| **Resiliency - Annual Projects** | | **6,668,122** | **600,000** | **500,000** | **500,000** | **500,000** | **500,000** | |
| Resiliency Program | | 6,668,122 | 600,000 | 500,000 | 500,000 | 500,000 | 500,000 | **Other, Taxes** |
| Resiliency | P&I | 1,390,000 | | | | | | |
| Drainage Infrastructure Improvements | Public Works | 3,568,122 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **Other** |
| Storm Water System Mapping | Public Works | 100,000 | 100,000 | | | | | **Other, Taxes** |
| Casa Linda Acres Reconstruction | Public Works | 650,000 | | | | | | **Bonds** |
| East Mesa Roads and Drainage (Cortez Rd) | Public Works | 960,000 | | | | | | **Bonds** |
| **Resiliency - Future Projects** | | **-** | **400,000** | **-** | **-** | **-** | **-** | |
| DC Fast Chargers for Electric Vehicles | Sustainability | | 200,000 | | | | | Grants, Taxes |
| Public Electric Vehicle Chargers | Sustainability | | 200,000 | | | | | Grants, Taxes |
| **STREETS - NEW** | | **-** | **40,424,000** | **8,424,000** | **-** | **-** | **-** | |
| **Streets - New - Future Projects** | | **-** | **40,424,000** | **8,424,000** | **-** | **-** | **-** | |
| High Mesa Road | Economic Development | | 32,000,000 | | | | | Grants, Bonds, Taxes |
| Transit Loop Road | Economic Development | | 8,424,000 | 8,424,000 | | | | Grants, Bonds, Taxes |
| **STREETS IMPROVEMENTS** | | **45,146,792** | **42,110,376** | **33,838,200** | **28,619,000** | **26,225,000** | **36,715,000** | |
| **Streets Improvements - Carryover Projects** | | **21,806,429** | **5,280,000** | **600,000** | **600,000** | **600,000** | **600,000** | |
| Bellamah Drive - Lees Drive to Luna Street | Public Works | 1,983,277 | | | | | | **Bonds, Taxes** |
| Casa Linda Acres Reconstruction | Public Works | 2,984,760 | | | | | | **ARPA, Taxes** |
| Downtown Street Improvements | | 6,986,630 | - | - | - | - | - | **TIDD** |
| Campo Street Design and Reconstruct | Public Works | 6,986,630 | - | | | | | **TIDD** |
| East Mesa Recreation Complex Roads | Public Works | 385,364 | | | | | | **Bonds, Taxes** |
| Madrid Ave Extension - Evelyn St to N Triviz Dr | Public Works | 2,832,250 | | | | | | **Bonds, Grants, Taxes** |
| *Active Transportation* | | | *1,000,000* | | | | | *Bonds* |
| Midway Ave - Gas Line Rd to Mesa Dr. | Public Works | 344,301 | | | | | | **Bonds, Taxes** |
| South Main St - Avenida de Mesilla to Boutz | Public Works | 3,299,983 | | | | | | **Bonds, Grants, Taxes** |
| *Active Transportation* | | | *1,000,000* | | | | | *Bonds* |
| Telshor Spruce Intersection Improvements | Public Works | 391,160 | 2,200,000 | | | | | **Grants, Bonds, Taxes** |
| University Ave. Complete Street Improvements-Design | Public Works | 385,770 | 480,000 | | | | | **Grants** |
| Unpaved Roads | Public Works | 250,000 | | | | | | **Taxes** |
| Voluntary Assessment District Phase II | Public Works | 1,330,313 | | | | | | **Bonds** |
| **Streets Improvements - Annual Projects** | | **23,340,363** | **16,206,552** | **17,715,000** | **17,715,000** | **13,215,000** | **13,215,000** | |
| Complete Streets Program | | 7,660,000 | 2,479,500 | 4,500,000 | 4,500,000 | - | - | **Bonds** |
| Complete Streets | | 6,323,563 | | | | | | |
| East Mesa Roads and Drainage (Cortez Rd) | Public Works | 1,100,000 | | | | | | **Bonds** |
| University Area Complete Streets- Design Study | Public Works | 236,437 | 500,000 | 4,500,000 | 4,500,000 | | | **Grants,** Bonds, Taxes |
| Idaho Ave. | Public Works | | | | | | | Grants, Bonds, Taxes |
| El Paseo Rd. | Public Works | | | | | | | Grants, Bonds, Taxes |
| Melendres Ave - Hadley to Picacho | Public Works | | | | | | | Bonds, Taxes |
| *Pending Design Approval* | | | *1,979,500* | | | | | |
| East Mesa Roads and Drainage (Cortez Rd) | Public Works | 990,493 | 1,012,052 | 500,000 | 500,000 | 500,000 | 500,000 | **Grants, Bonds, Taxes** |
| *2024 Legislative Appropriations ( R )* | | | *1,012,052* | | | | | |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| Lift Up Las Cruces - Streets Improvements | Public Works | 567,774 | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 | **Bonds, Taxes** |
| M.A.P. Match | Public Works | 65,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | **Taxes** |
| Materials Testing | Public Works | 240,000 | 240,000 | 240,000 | 240,000 | 240,000 | 240,000 | **Taxes** |
| CO-OP Match | Public Works | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | **Taxes** |
| Land Acquisition - Public Works | Public Works | 350,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | **Taxes** |
| Flood Control | | 250,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | **Taxes** |
| Rights of Way | | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | **Taxes** |
| Median Landscaping | Parks and Recreation | 1,127,844 | 1,120,000 | 1,120,000 | 1,120,000 | 1,120,000 | 1,120,000 | **Grants,** Taxes |
| Median Improvements | Parks and Recreation | 715,888 | | | | | | **Taxes** |
| Lohman Ave & Roadrunner Parkway Medians | Parks and Recreation | 411,956 | - | - | - | - | - | **Grants** |
| Neighborhood Traffic Calming Program | Public Works | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | **Taxes** |
| Neighborhood Traffic Calming Program | Public Works | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | **Taxes** |
| Pavement Condition Index Improvements | Public Works | 8,140,481 | 6,300,000 | 6,300,000 | 6,300,000 | 6,300,000 | 6,300,000 | **Taxes** |
| Pavement Condition Index Improvements | Public Works | 8,140,481 | 6,300,000 | 6,300,000 | 6,300,000 | 6,300,000 | 6,300,000 | **Taxes** |
| Pavement Marking Program | Public Works | 169,000 | 169,000 | 169,000 | 169,000 | 169,000 | 169,000 | **Taxes** |
| Pavement Marking Program | Public Works | 169,000 | 169,000 | 169,000 | 169,000 | 169,000 | 169,000 | **Taxes** |
| Roadway Maintenance Program | Public Works | 1,705,119 | 1,846,000 | 1,846,000 | 1,846,000 | 1,846,000 | 1,846,000 | **Taxes** |
| Chip Seal Program | Public Works | 220,000 | 220,000 | 220,000 | 220,000 | 220,000 | 220,000 | **Taxes** |
| Roadway Maintenance Program | Public Works | 1,267,569 | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 | **Taxes** |
| Weed Control & Maintenance Program | Public Works | 217,550 | 126,000 | 126,000 | 126,000 | 126,000 | 126,000 | **Taxes** |
| Street Lighting & Traffic Signal Maintenance Program | Public Works | 1,096,291 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | Grants, **Taxes** |
| Street Lighting and Traffic Signal Maintenance | Public Works | 1,096,291 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **Taxes** |
| Traffic Signal Program | Public Works | 88,361 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | **Taxes** |
| Traffic Signal | Public Works | 23,514 | 450,000 | 450,000 | 450,000 | 450,000 | 450,000 | **Taxes** |
| Bataan Memorial at Rinconada | Public Works | 64,847 | | | | | | **Taxes** |
| Transportation System Modernization ITS | Public Works | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | **Taxes** |
| **Streets Improvements - Future Projects** | | **-** | **20,623,824** | **15,523,200** | **10,304,000** | **12,410,000** | **22,900,000** | |
| McClure Rd & Carlyle Dr | Public Works | | 300,000 | 1,800,000 | 2,700,000 | 1,500,000 | | Taxes |
| Advancement Ave Expansion | Economic Development | | 516,384 | | | | | Taxes |
| S Alameda Blvd-W Amador Ave to W Las Cruces Ave | Public Works | | 659,400 | | | | | Taxes |
| Armijo St - W Picacho Ave to Parker Rd | Public Works | | 684,000 | | | | | Bonds, Taxes |
| Alameda Blvd Design and Construct | Public Works | | 750,000 | | | | | **TIDD** |
| Venture Blvd Expansion | Economic Development | | 900,000 | | | | | Grants, Taxes |
| Ethel Ave/Houma St- N Miranda St to N Alameda Blvd | Public Works | | 718,250 | | | | | Bonds, Taxes |
| *Active Transportation* | | | *325,000* | | | | | |
| Mountain Vista Parkway Expansion | Public Works | | 1,200,474 | | | | | Grants, Taxes |
| Mountain Ave - Melendres St to Armijo St | Public Works | | 1,368,000 | | | | | Bonds, Taxes |
| Evelyn St - Madrid Ave to Ash Ave | Public Works | | 1,710,000 | | | | | Bonds, Grants, Taxes |
| Johnson St - Rouault Ave to Topley Dr | Public Works | | 1,712,000 | | | | | Bonds, Taxes |
| Sacramento St - Poplar Ave to Oasis Ave | Public Works | | 1,500,000 | | | | | Grants, Bonds, Taxes |
| Med Park Ave - Idaho to Perkins Ave | Public Works | | 1,824,000 | | | | | Bonds, Taxes |
| Rocket Drive Expansion | Economic Development | | 5,956,316 | | | | | Bonds, Grants, Taxes |
| Sixth St- Hayner Ave to W. Hadley Ave | Public Works | | | 484,000 | | | | Bonds, Taxes |
| La Fonda Dr - Idaho Ave to E.O.P. | Public Works | | | 726,000 | | | | Bonds, Taxes |
| Poplar Ave - Mesquite St to Santa Fe St | Public Works | | | 871,200 | | | | Bonds, Taxes |
| Armijo St - W Organ Ave to W Mountain Ave | Public Works | | | 1,331,000 | | | | Bonds, Taxes |
| Palmer St - Spruce Ave to Ash Ave | Public Works | | | 1,391,000 | | | | Bonds, Taxes |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| Traffic Signal Program | | - | - | 1,500,000 | - | - | - | Taxes |
| Lohman at Walnut and Walton Signal Improvement | Public Works | | | 1,500,000 | | | | Taxes, Grants |
| Sequoia Ave - Valley Dr to EOP | Public Works | | | 2,420,000 | | | | Bonds, Taxes |
| Scoggins Ave-Sixth St to Sweet St | Public Works | | | | 652,800 | | | Bonds, Taxes |
| Mountain Ave - Water St to Alameda Blvd | Public Works | | | | 640,000 | | | Bonds, Taxes |
| Rigsby Rd - Barker to Valley Dr | Public Works | | | | 768,000 | | | Bonds, Taxes |
| Miranda Ave - Picacho Ave to Court Ave | Public Works | | | | 1,664,000 | | | Bonds, Taxes |
| South Valley Dr Reconstruction - Avenida de Mesilla to Boutz | Public Works | | | | 3,379,200 | | | Bonds, Taxes |
| Street Lighting & Traffic Signal Maintenance Program | Public Works | - | 500,000 | 5,000,000 | 500,000 | 5,050,000 | 5,000,000 | Bonds, Taxes |
| Street Lighting Management System | Public Works | | 500,000 | 5,000,000 | 500,000 | 5,000,000 | 5,000,000 | Taxes |
| Targeted Road and Lighting Improvements - Design | Public Works | | | | | 50,000 | | Bonds, Taxes |
| Sweet St- Hayner Ave to W. Hadley Ave | Public Works | | | | | 568,000 | | Bonds, Taxes |
| Parkview Dr - Espina St to E.O.P | Public Works | | | | | 972,000 | | Bonds, Taxes |
| Westgate St - Amador Ave to Cul de Sac | Public Works | | | | | 1,350,000 | | Bonds, Taxes |
| Aspen Ave-Sequioa Ave to S Valley Dr | Public Works | | | | | 2,970,000 | | Bonds, Taxes |
| Elm St from Aspen Ave to Sequoia Ave | Public Works | | | | | | 1,300,000 | Bonds, Taxes |
| Tamarack St from Aspen Ave to Sequoia Ave | Public Works | | | | | | 1,600,000 | Bonds, Taxes |
| Solano Dr- Missouri to Lohman | Public Works | | | | | | 15,000,000 | Bonds, Taxes |
| **UTILITIES** | | **13,712,479** | **104,655,574** | **27,939,881** | **3,130,000** | **3,340,000** | **2,770,000** | |
| **Utilities - Carryover Projects** | | **13,712,479** | **50,310,265** | **27,939,881** | **3,130,000** | **3,340,000** | **2,770,000** | |
| 2020 Wastewater Bond Projects | Utilities | 220,001 | | | | | | **Other** |
| 2020A Water Utilities Projects | Utilities | 2,165,201 | | | | | | **Other** |
| Gas Admin Building Improvements | Utilities | 553,333 | 549,750 | 673,998 | 125,000 | 125,000 | 125,000 | **Other** |
| Gas Development | Utilities | 146,055 | 780,455 | 1,468,364 | 300,000 | 300,000 | 300,000 | **Other** |
| Gas Miscellaneous | Utilities | 304,284 | 361,748 | 175,000 | 175,000 | 175,000 | 175,000 | **Other** |
| Gas Rehabilitation | Utilities | 1,906,857 | 6,135,724 | 3,463,396 | 360,000 | | | **Other** |
| Solid Waste Building Improvements | Utilities | 628,333 | 1,990,478 | 2,173,998 | | | | **Other** |
| Wastewater Building Improvements | Utilities | 50,000 | 424,750 | 548,998 | 50,000 | 50,000 | 50,000 | **Other** |
| Wastewater Development | Utilities | 656,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | **Other** |
| Wastewater Miscellaneous | Utilities | 155,966 | 396,569 | 230,000 | 230,000 | 230,000 | 230,000 | **Other** |
| Wastewater Rehab | Utilities | 328,406 | 6,290,463 | 760,000 | 510,000 | 760,000 | 510,000 | **Other** |
| Wastewater Septic Systems (WW Dev) | Utilities | 1,389,046 | | | | | | **Other, Grants** |
| *2024 Legislative Appropriations ( R )* | | | *348,451* | | | | | |
| Wastewater Street Utility Rehabilitation | Utilities | 1,890,017 | 4,017,628 | 400,000 | 200,000 | 400,000 | 200,000 | **Other** |
| Water Building Improvements | Utilities | 185,511 | 549,750 | 673,998 | 125,000 | 125,000 | 125,000 | **Other** |
| Water Development | Utilities | 154,224 | | | | | | **Other** |
| Water Miscellaneous | Utilities | 75,000 | 744,461 | 125,000 | 105,000 | 125,000 | 105,000 | **Other** |
| Water Rehab | Utilities | 2,138,870 | 22,438,644 | 5,914,864 | 850,000 | 950,000 | 850,000 | **Other** |
| Water Rehab (NMFA) | Utilities | 34,941 | | | | | | **Other** |
| WW23 Projects | Utilities | 730,434 | 5,181,394 | 11,232,265 | | | | **Other** |
| **Utilities - Future Projects** | | **-** | **54,345,309** | **-** | **-** | **-** | **-** | |
| Belt Filter Press Drainage Improvement | Utilities | | 93,000 | | | | | Other, Grants |
| Primary Digester Sludge Pump Upgrade | Utilities | | 93,000 | | | | | Other, Grants |
| Lift Station Stationary Generator Installation | Utilities | | 100,000 | | | | | Other, Grants |
| Pressure Reducing Valve Rehabilitation | Utilities | | 100,000 | | | | | Other, Grants |
| Water Valve Replacements | Utilities | | 120,000 | | | | | Other, Grants |
| Elevated Airport Water Storage Tank Rehab | Utilities | | 3,000,000 | | | | | Other |
| Transite Pipe Identification & Replacement | Utilities | | 5,000,000 | | | | | Other |
| Wastewater Treatment Plant | Economic Development | | 45,839,309 | | | | | Bonds, Grants, Taxes |

| Projects | Department | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | Funding Source(s) |
|---|---|---|---|---|---|---|---|---|
| **ALL DEPARTMENTS** | | | | | | | | |
| **Total Annual Projects** | | **53,937,003** | **31,923,069** | **44,090,200** | **26,135,200** | **25,381,200** | **25,381,200** | |
| **Total Carryover Projects** | | **102,238,808** | **89,815,259** | **30,579,881** | **5,145,000** | **5,355,000** | **4,785,000** | |
| **Total Future Projects** | | **-** | **190,368,069** | **133,062,296** | **44,538,696** | **111,783,696** | **60,087,696** | |
| **Total Newly Funded Projects** | | **1,246,000** | | | | | | |
| **GRAND TOTAL** | | **157,421,811** | **157,378,173** | **157,378,173** | **157,378,173** | **157,378,173** | **157,378,173** | |

**Abbreviations:**

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
Telshor - Telshor Fund
TIDD - Tax Increment Development District
WIF - Water Impact Fees
WWIF - Wastewater Impact Fees

**Notes**

Indicates a Change
Indicates newly submitted
*Pending funding noted in italic*
*( R ) Leg. Appropriations Reauthorizations*
**Current funding sources noted in bold**

# FY 2025 Vehicle Acquisition Funding

| Department/Line of Business | Inventory Number | Existing Model | Replacement Model | Estimated Replacement Cost | Funding By Source: Vehicle Acquisition Fund | Funding By Source: Utilities Funding | Funding By Source: Other Sources (Grant, Lease, Debt) |
|---|---|---|---|---|---|---|---|
| **300-CITY MANAGER** | | | | | | | |
| 0430-HOUSING NEIGHBORHOOD SERVICES | New | New | Ford F-150 | $50,000 | $0 | $0 | $50,000 |
| | | | **Total 300-CITY MANAGER** | **$50,000** | **$0** | **$0** | **$50,000** |
| **320-POLICE** | | | | | | | |
| 0232-PUBLIC SAFETY | 22340 | PONTIAC SUNFIRE | FORD INTERCEPTOR | $87,000 | $87,000 | $0 | $0 |
| 0232-PUBLIC SAFETY | 22416 | FORD VAN TRITON | FORD INTERCEPTOR | $87,000 | $87,000 | $0 | $0 |
| 0232-PUBLIC SAFETY | 25079 | FORD F150 | FORD INTERCEPTOR | $87,000 | $87,000 | $0 | $0 |
| 0232-PUBLIC SAFETY | 27598 | CHEVROLET IMPALA | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 30907 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31810 | CHEVROLET AVALANCHE | FORD INTERCEPTOR | $87,000 | $87,000 | $0 | $0 |
| 0232-PUBLIC SAFETY | 31853 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $87,000 | $0 | $0 |
| 0232-PUBLIC SAFETY | 31854 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31856 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31860 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31863 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31865 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31866 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31873 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31891 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31892 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31894 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0232-PUBLIC SAFETY | 31895 | DODGE CHARGER | FORD INTERCEPTOR | $87,000 | $0 | $0 | $87,000 |
| 0432-COMMUNITY OUTREACH | New | New | FORD MAVERICK Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0432-COMMUNITY OUTREACH | New | New | FORD MAVERICK Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0432-COMMUNITY OUTREACH | New | New | FORD MAVERICK Hybrid | $36,000 | $0 | $0 | $36,000 |
| | | | **Total 320-POLICE** | **$1,674,000** | **$435,000** | **$0** | **$1,239,000** |
| **330-FIRE & EMERGENCY SERVICES** | | | | | | | |
| 0133-ADMINISTRATIVE-FD | New | New | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0133-ADMINISTRATIVE-FD | New | New | Ford Maverick Hybrid | $60,000 | $0 | $0 | $60,000 |
| 0133-ADMINISTRATIVE-FD | New | New | Ford Transit Van | $55,000 | $0 | $0 | $55,000 |
| 0133-ADMINISTRATIVE-FD | New | New | Hybrid/ Electric Four door or small p | $35,000 | $0 | $0 | $35,000 |
| 0133-ADMINISTRATIVE-FD | New | New | Pierce or other TBD | $1,000,000 | $0 | $0 | $1,000,000 |
| 0133-ADMINISTRATIVE-FD | New | New | TBD Type I ambulance | $350,000 | $0 | $0 | $350,000 |
| 0133-ADMINISTRATIVE-FD | 31550 | Pierce Impel | Pierce Arrow XT or other | $1,000,000 | $0 | $0 | $1,000,000 |
| 0133-ADMINISTRATIVE-FD | 31836 | Ford Taurus | Ford Hybrid/ elec | $36,000 | $36,000 | $0 | $0 |
| 0133-ADMINISTRATIVE-FD | 31858 | Dodge Charger | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0133-ADMINISTRATIVE-FD | 32223 | Ford Taurus | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| | | | **Total 330-FIRE & EMERGENCY SERVICES** | **$2,644,000** | **$36,000** | **$0** | **$2,608,000** |
| **340-UTILITIES** | | | | | | | |
| 0134-OFFICE OF THE DIRECTOR-UT | 32057 | Ford F150 | Ford F150 | $68,000 | $0 | $68,000 | $0 |
| 0134-OFFICE OF THE DIRECTOR-UT | 32417 | Ford F150 | Ford F150 | $68,000 | $0 | $68,000 | $0 |
| 0134-OFFICE OF THE DIRECTOR-UT | 33104 | Ford F250 | Ford F150 ext cab 4x4 | $68,000 | $0 | $68,000 | $0 |
| 0234-GAS & ENERGY OPERATION & MAINT | 32075 | Ford F250 | Ford F250 | $77,000 | $0 | $77,000 | $0 |
| 0234-GAS & ENERGY OPERATION & MAINT | 32087 | Ford F750 | Ford F750 | $87,000 | $0 | $87,000 | $0 |
| 0334-WATER OPERATION & MAINTENANCE | New | New | big tex SA 08BK TRAILER | $26,300 | $0 | $26,300 | $0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 0334-WATER OPERATION & MAINTENANCE | New | New | JOHN DEERE GATOR GATOR | $25,000 | $0 | $25,000 | $0 |
| 0334-WATER OPERATION & MAINTENANCE | 32347 | Ford F250 | Ford F250 | $77,000 | $0 | $77,000 | $0 |
| 0534-SOLID WASTE COLLECTIONS | 31876 | Ford F550 | Ford F550 | $90,000 | $0 | $90,000 | $0 |
| 0534-SOLID WASTE COLLECTIONS | 32307 | Peterbult 320 McNelius | Peterbult 320 McNelius | $445,000 | $0 | $445,000 | $0 |
| 0534-SOLID WASTE COLLECTIONS | 32314 | Peterbult 320 McNelius | Peterbult 320 McNelius | $445,000 | $0 | $445,000 | $0 |
| 0534-SOLID WASTE COLLECTIONS | 32775 | Peterbult 320 McNelius | Peterbult 320 McNelius | $380,000 | $0 | $380,000 | $0 |
| 0834-BUSINESS SERVICES | New | New | Polaris 500 ranger | $13,000 | $0 | $13,000 | $0 |
| | | | **Total 340-UTILITIES** | **$1,869,300** | **$0** | **$1,869,300** | **$0** |
| **400-ASSISTANT CITY MANAGER'S OFF** | | | | | | | |
| 0140-OFFICE OF THE ACM-IT | 02670 | Tymco 435 Sweeper | Tymco 435 Sweeper | $120,000 | $0 | $0 | $120,000 |
| 0740-ROADRUNNER TRANSIT | 31581 | FORD GLAVAL E350 | STARCRAFT ALLSTAR | $127,883 | $0 | $0 | $127,883 |
| 0740-ROADRUNNER TRANSIT | 31834 | FORD GLAVAL E350 | STARCRAFT ALLSTAR | $127,883 | $0 | $0 | $127,883 |
| | | | **Total 400-ASSISTANT CITY MANAGER'S OFF** | **$375,766** | **$0** | **$0** | **$375,766** |
| **450-PARKS & RECREATION** | | | | | | | |
| 0145-OFFICE OF THE DIRECTOR-PR | New | New | Ford Maverick | $35,000 | $0 | $0 | $35,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | Ford F150 | $50,000 | $0 | $0 | $50,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | Ford F-150 | $50,000 | $0 | $0 | $50,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | Ford F-150 | $45,000 | $0 | $0 | $45,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | ford f250 | $70,000 | $0 | $0 | $70,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | ford f250 | $70,000 | $0 | $0 | $70,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | Ford F-250 | $70,000 | $0 | $0 | $70,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | ford f250 4x4 | $60,000 | $0 | $0 | $60,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | Ford F-150 F-150 | $50,000 | $0 | $0 | $50,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | Ford F-150 F-150 | $50,000 | $0 | $0 | $50,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | JLG T350 T350 - Aerial Lift | $35,000 | $0 | $0 | $35,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | New | New | Toro Groundmaster 5900 | $75,000 | $0 | $0 | $75,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | 30925 | Ford F-250 | Ford F-250 | $65,000 | $65,000 | $0 | $0 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | 30995 | isuzu npr tymco mini sweeper | isuzu npr tymco mini sweeper | $100,000 | $0 | $0 | $100,000 |
| 0245-CONSTRUCTION,MAINT,BEAUTIFICAT | 31367 | ford f-250 | ford f-250 | $62,000 | $62,000 | $0 | $0 |
| 0545-OUT OF SCHOOL TIME & YOUTH DIV | 30819 | Ford Taurus | Hyundai Kona EV | $35,000 | $35,000 | $0 | $0 |
| | | | **Total 450-PARKS & RECREATION** | **$922,000** | **$162,000** | **$0** | **$760,000** |
| **460-COMMUNITY DEVELOPMENT** | | | | | | | |
| 0146-OFFICE OF THE DIRECTOR-CD | New | New | ford focus | $36,000 | $0 | $0 | $36,000 |
| 0346-LAS CRUCES DEVELOPMENT CENTER | New | New | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0346-LAS CRUCES DEVELOPMENT CENTER | 30729 | Ford F-150 | Ford Maverick Hybrid | $36,000 | $36,000 | $0 | $0 |
| | | | **Total 460-COMMUNITY DEVELOPMENT** | **$108,000** | **$36,000** | **$0** | **$72,000** |
| **500-ASSISTANT CITY MANAGER'S OFFIC** | | | | | | | |
| 0150-OFFICE OF THE ACM-SD | New | New | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0150-OFFICE OF THE ACM-SD | New | New | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0150-OFFICE OF THE ACM-SD | New | New | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| 0150-OFFICE OF THE ACM-SD | New | New | Ford Maverick Hybrid | $36,000 | $0 | $0 | $36,000 |
| | | | **Total 500-ASSISTANT CITY MANAGER'S OFFIC** | **$144,000** | **$0** | **$0** | **$144,000** |
| **540-QUALITY OF LIFE** | | | | | | | |
| 0354-SENIOR PROGRAMS | New | New | FORD F150 | $75,000 | $0 | $0 | $75,000 |
| 0354-SENIOR PROGRAMS | New | New | Hyundai Kona | $36,000 | $0 | $0 | $36,000 |
| 0354-SENIOR PROGRAMS | New | New | Hyundai Kona | $36,000 | $0 | $0 | $36,000 |
| 0354-SENIOR PROGRAMS | New | New | Hyundai Kona | $36,000 | $0 | $0 | $36,000 |
| 0354-SENIOR PROGRAMS | 31075 | Ford Fusion | Ford Maverick Hybrid | $35,000 | $35,000 | $0 | $0 |
| 0354-SENIOR PROGRAMS | 31745 | Ford Ranger | Ford F150 | $75,000 | $75,000 | $0 | $0 |
| 0354-SENIOR PROGRAMS | 31746 | Ford Ranger | Ford F150 | $75,000 | $75,000 | $0 | $0 |
| | | | **Total 540-QUALITY OF LIFE** | **$368,000** | **$185,000** | **$0** | **$183,000** |
| **550-PUBLIC WORKS** | | | | | | | |
| 0255-PUBLIC INFRASTRUCTURE | 29269 | Ford F150 Lightning EV | Ford F150 Lightning EV | $65,000 | $65,000 | $0 | $0 |
| 0255-PUBLIC INFRASTRUCTURE | 31353 | Ford F150 | Ford F150 | $45,000 | $45,000 | $0 | $0 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 0355-TRAFFIC ENGINEERING | New | New | Centerline Supply Transport Trailer | $25,000 | $0 | $0 | $25,000 |
| 0355-TRAFFIC ENGINEERING | New | New | Ford F-250 | $70,000 | $0 | $0 | $70,000 |
| 0455-OPERATIONS AND MAINTENANCE | New | New | Ford F-250 | $70,000 | $0 | $0 | $70,000 |
| 0455-OPERATIONS AND MAINTENANCE | New | New | International MV607 | $180,000 | $0 | $0 | $180,000 |
| 0455-OPERATIONS AND MAINTENANCE | New | New | International MV607 | $185,000 | $0 | $0 | $185,000 |
| 0455-OPERATIONS AND MAINTENANCE | 31179 | John Deere 310SJ | John Deere 410P | $150,000 | $0 | $0 | $150,000 |
| 0455-OPERATIONS AND MAINTENANCE | 32104 | ELGIN 4M | ELGIN 4M | $385,000 | $0 | $0 | $385,000 |
| | | | **Total 550-PUBLIC WORKS** | **$1,175,000** | **$110,000** | **$0** | **$1,065,000** |
| **630-INFORMATION TECHNOLOGY** | | | | | | | |
| 0363-IT INFRASTRUCTURE SUPPORT | 30740 | FORD F150 | FORD F150 | $36,000 | $36,000 | $0 | $0 |
| 0363-IT INFRASTRUCTURE SUPPORT | 32878 | FORD FLEX | FORD TRANSIT VAN XL | $55,000 | $0 | $0 | $55,000 |
| | | | **Total 630-INFORMATION TECHNOLOGY** | **$91,000** | **$36,000** | **$0** | **$55,000** |
| | | | **Total VAF By Funding Source** | **$9,421,066** | **$1,000,000** | **$1,869,300** | **$6,551,766** |

BUDGET ADJUSTMENT SUMMARY

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Quality of Life |
| PROGRAM: | Administration |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(13,290.51) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Funding was budgeted in an account under project #11996 by mistake. The budget is not needed, removing budget entirely. | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Administration |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $53,480.91 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Budget adjustment requested for CIP impact studies and consulting services from FY2024. | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Parks |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(51,228) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Grant fully spent in FY24, zeroing out budget for Parks Smart Controller grant, project #22895. | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Parks |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $13,016.53 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Adjusting Recreational Trails Program (RTP) University Loop budget to reflect current available amount, project #23915. | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Police |
| PROGRAM: | Community Partnership |
| REVENUE ADJ AMOUNT | $29,500 |
| EXPENDITURE ADJ AMOUNT | $29,500 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: There was an increase in salaries and travel in the Memorandum of Understanding for SRO LCPS. PD provides services to LCPS, project #10509. | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Revenue |
| DEPARTMENT: | Fire & Emergency Services |
| PROGRAM: | Emergency Medical Response |
| REVENUE ADJ AMOUNT | $1,150,000 |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Budgeting for ambulance services revenue. | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Fire & Emergency Services |
| PROGRAM: | Emergency Medical Response |
| REVENUE ADJ AMOUNT | $189,000 |
| EXPENDITURE ADJ AMOUNT | $189,000 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Las Cruces Fire Department is projecting expenditures and revenue for the Medicaid ambulance reporting services in the amount of $189,000 (Res 8/19). | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Special Projects |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(3,028.51) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Adjustment requested to reflect current available amount for Parks Special Projects. | |

| | |
|---|---|
| FUND NO. | 1000 |
| FUND TITLE: | General Fund |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | City Manager |
| PROGRAM: | Housing and Neighborhood Services |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(200,000) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Amount was originally budgeted during budget adoption. Amount was mistakenly double budgeted on 07/15 resolution. Correction is being made through this adjustment. | |

| | |
|---|---|
| FUND NO. | 1200 |
| FUND TITLE: | Vehicle Acquisition |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Administration |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $115,206.86 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Department requested to carry over funds to replace vehicles. | |

| | |
|---|---|
| FUND NO. | 1400 |
| FUND TITLE: | Facilities Maintenance |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Architectural Management |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $279,325.23 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Facilities projected $571k would be spent on City-wide Park Drinking Fountain Replacements but only $122k was spent. $279k is being requested as a carryover. | |

| | |
|---|---|
| FUND NO. | 1400 |
| FUND TITLE: | Facilities Maintenance |
| TYPE OF ADJUSTMENT: | Beginning Balance |
| DEPARTMENT: | - |
| PROGRAM: | - |
| ADJ AMOUNT | $279,325 |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: This entry is to correct this fund’s beginning balance to reflect a more accurate available balance. | |

| | |
|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Police |
| PROGRAM: | Administration |
| REVENUE ADJ AMOUNT | $5,000 |
| EXPENDITURE ADJ AMOUNT | $5,000 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: PD received a new Reimbursable Overtime Agreement under project #10673. | |

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|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Police |
| PROGRAM: | Administration |
| REVENUE ADJ AMOUNT | $14,863.09 |
| EXPENDITURE ADJ AMOUNT | $14,863.09 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Carrying over the remainder of grants from New Mexico Department of Transportation (projects 24101, 24102, and 24103). | |

| | |
|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Quality of Life |
| PROGRAM: | Library Support Services |
| REVENUE ADJ AMOUNT | $466,896.96 |
| EXPENDITURE ADJ AMOUNT | $466,896.96 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Carrying over Go Bond grant #22372 into FY2025. | |

| | |
|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Quality of Life |
| PROGRAM: | Senior Nutrition |
| REVENUE ADJ AMOUNT | $0.75 |
| EXPENDITURE ADJ AMOUNT | $0.75 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: American Rescue Plan grant has been extended to September 30, 2024. Rolling over remaining amounts to FY25 for project 24068. | |

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|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Quality of Life |
| PROGRAM: | Long- Term Care |
| REVENUE ADJ AMOUNT | $32,813.92 |
| EXPENDITURE ADJ AMOUNT | $32,813.92 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: American Rescue Plan grant has been extended to September 30, 2024. Rolling over remaining amounts to FY25 for project 24070 and 24071. | |

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|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Engineering & Surveying |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(178,558.19) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds in ARPAM project. | |

| | |
|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue |
| DEPARTMENT: | Non-Department |
| PROGRAM: | Non-Subsection |
| REVENUE ADJ AMOUNT | $(178,558.19) |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actual FY25 available funds in ARPAM project. | |

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|---|---|
| FUND NO. | 2100 |
| FUND TITLE: | Special Revenue Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Quality of Life |
| PROGRAM: | Museum Education |
| REVENUE ADJ AMOUNT | $2,656.40 |
| EXPENDITURE ADJ AMOUNT | $(128.60) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Carrying over unused Mission 2 Mars funds for project #24107. | |

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|---|---|
| FUND NO. | 4005 |
| FUND TITLE: | Community Investment Projects |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Medians & Right of Ways |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $715,887.76 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Adjusting budget for Median Improvements project #11838 to accurately reflect available balance. | |

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|---|---|
| FUND NO. | 4005 |
| FUND TITLE: | Community Investment Projects |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Parks |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(36,155.96) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Adjusting Gallagher Park project to accurately reflect available balance, project #12041. | |

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|---|---|
| FUND NO. | 4031 |
| FUND TITLE: | 2017 Facilities Project |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Engineering and Surveying |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $33,475.50 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: PO#24204219 is still open, requesting to carry over funds to liquidate PO. | |

| | |
|---|---|
| FUND NO. | 4100 |
| FUND TITLE: | Capital Projects Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Parks |
| REVENUE ADJ AMOUNT | $(55,916.06) |
| EXPENDITURE ADJ AMOUNT | $(55,916.06) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Adjusting Parks Smart Controllers & Pumps (project 22895) and Skate Park (project 23020) to accurately reflect available balance. | |

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|---|---|
| FUND NO. | 4100 |
| FUND TITLE: | Capital Projects Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Parks & Recreation |
| PROGRAM: | Sports Fields |
| REVENUE ADJ AMOUNT | $(13,830.24) |
| EXPENDITURE ADJ AMOUNT | $(13,830.24) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Adjust Recreational Trails Program (RTP) University Loop to actuals to accurately reflect available balance. | |

| | |
|---|---|
| FUND NO. | 4100 |
| FUND TITLE: | Capital Projects Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Engineering & Surveying |
| REVENUE ADJ AMOUNT | $(609,901.01) |
| EXPENDITURE ADJ AMOUNT | $(689,771.75) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Multiple budget adjustments are requested to accurately reflect available balances. | |

| | |
|---|---|
| FUND NO. | 4100 |
| FUND TITLE: | Capital Projects Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Architectural Management |
| REVENUE ADJ AMOUNT | $(2,334,946.22) |
| EXPENDITURE ADJ AMOUNT | $(2,334,946.22) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Multiple budget adjustments are requested to accurately reflect available balances. | |

| | |
|---|---|
| FUND NO. | 4100 |
| FUND TITLE: | Capital Projects Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Traffic Management |
| REVENUE ADJ AMOUNT | $(133,042) |
| EXPENDITURE ADJ AMOUNT | $(133,042) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Funds for NMDOT-MAP Del Rey Intersection to plan, design and construct upgrades have been fully expended. Removing all budget. | |

| | |
|---|---|
| FUND NO. | 4100 |
| FUND TITLE: | Capital Projects Reimbursement Grants |
| TYPE OF ADJUSTMENT: | Revenue |
| DEPARTMENT: | Non- Department |
| PROGRAM: | Non- Subsection |
| REVENUE ADJ AMOUNT | $(79,870.74) |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: A budget decrease is requested to reflect actuals for FY25 for ARPAM project. | |

| | |
|---|---|
| FUND NO. | 4202 |
| FUND TITLE: | GRT Street Maintenance |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Engineering and Surveying |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(77,201.17) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Funds for projects 12081 and 23001 for Picacho Hawk and Del Rey intersection, respectively, have been fully expended. Removing all budget. | |

| | |
|---|---|
| FUND NO. | 4227 |
| FUND TITLE: | VAD Street Projects |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Engineering and Surveying |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(92,195.61) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: A budget decrease is requested to reflect accurate available balance for FY25. | |

| | |
|---|---|
| FUND NO. | 4231 |
| FUND TITLE: | 2022 GO Bond |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Engineering and Surveying |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $153,599.17 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: A budget increase is requested to reflect accurate available funds. These funds are for Fire Station 9 GO Bond, project 23781. | |

| | |
|---|---|
| FUND NO. | 4400 |
| FUND TITLE: | Flood Control |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Engineering and Surveying |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(79,165) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: A budget decrease is requested as the project, PW-LGRF FY23-Telshor ADA PH VI, has been completed and all funds have been liquidated. Removing all budget. | |

| | |
|---|---|
| FUND NO. | 4613 |
| FUND TITLE: | NMFA Equipment |
| TYPE OF ADJUSTMENT: | Revenue |
| DEPARTMENT: | Fire & Emergency Services |
| PROGRAM: | Chief’s Executive Office |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $(5,000,000) |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: $5 million in debt service revenue was mistakenly budgeted. Removing all budget. | |

| | |
|---|---|
| FUND NO. | 4620 |
| FUND TITLE: | 2020A NMFA Facility Projects |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Public Works |
| PROGRAM: | Traffic Management |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $(426,485.77) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: A budget decrease is requested to reflect accurate FY25 available balance. This is for the Traffic Signals at Sonoma Ranch/Northrise and Roadrunner/Sonora Springs projects Utilizing 2020A Bond Cycle. Project 11984. | |

| | |
|---|---|
| FUND NO. | 4622 |
| FUND TITLE: | 23 NMFA Equipment |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Fire & Emergency Services |
| PROGRAM: | Chief’s Executive Office |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $4,427,358 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Adjustment requested to increase budget for vehicles expected to be received in FY25. | |

| | |
|---|---|
| FUND NO. | 4622 |
| FUND TITLE: | 23 NMFA Equipment |
| TYPE OF ADJUSTMENT: | Beginning Balance |
| DEPARTMENT: | - |
| PROGRAM: | - |
| ADJ AMOUNT | $4,427,358 |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: This entry is to correct this fund's beginning balance to reflect a more accurate available balance. | |

| | |
|---|---|
| FUND NO. | 5200 |
| FUND TITLE: | Gas Operations |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | Energy Management |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $678,447 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Requesting to increase funds for energy transition plan. | |

| | |
|---|---|
| FUND NO. | 5200 |
| FUND TITLE: | Gas Operations |
| TYPE OF ADJUSTMENT: | Transfer Out |
| DEPARTMENT: | Non- Department |
| PROGRAM: | Non- Subsection |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $344,743 |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Transferring out $300,000 to 5250 for projects that were pushed to outer years to move forward. Transferring out $44,743 to 5260 to cover the purchase of a vehicle. | |

| | |
|---|---|
| FUND NO. | 5250 |
| FUND TITLE: | Gas Capital Improvements |
| TYPE OF ADJUSTMENT: | Transfer & Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | Technical Support |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $373,443 |
| TRANSFER ADJ AMOUNT | $300,000 |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Transferring in $300,000 from 5200 to fund gas related projects at LCU campus & increasing expenditure by $300,000 for same purpose. Increasing budget by $73,443 for PW South Main St. improvements project. | |

| | |
|---|---|
| FUND NO. | 5260 |
| FUND TITLE: | Gas Equipment Replacement Reserve |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | NGE Line Maintenance |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $18,507 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Adjustment requested to carry over funding for PO #24205685 for a Ford F250. | |

| | |
|---|---|
| FUND NO. | 5260 |
| FUND TITLE: | Gas Equipment Replacement Reserve |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | NGE Pressure and Service |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $52,523 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Adjustment requested to carry over funding for a PO#22202690 for a truck. | |

| | |
|---|---|
| FUND NO. | 5260 |
| FUND TITLE: | Gas Equipment Replacement Reserve |
| TYPE OF ADJUSTMENT: | Transfer In |
| DEPARTMENT: | Non- Department |
| PROGRAM: | Non- Subsection |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $44,743 |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Transfer in from 5200 to cover PO rollover & purchase new vehicles. | |

| | |
|---|---|
| FUND NO. | 5350 |
| FUND TITLE: | Water Capital Improvements |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | Technical Support |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $57,178 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Increase funds to fund PW Cortez Dr. Improvements project. | |

| | |
|---|---|
| FUND NO. | 5395 |
| FUND TITLE: | Water20A Project |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | Technical Support |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $50,000 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Increasing funds to budget closer to what the bond balance available amount is. | |

| | |
|---|---|
| FUND NO. | 5401 |
| FUND TITLE: | Wastewater Development |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | Technical Support |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $500,000 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Increasing budget to begin the process of a new East Mesa Treatment Facility. | |

| | |
|---|---|
| FUND NO. | 5405 |
| FUND TITLE: | WW Contingency Fund |
| TYPE OF ADJUSTMENT: | Transfer Out |
| DEPARTMENT: | Non-Department |
| PROGRAM: | Non-Subsection |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $100,000 |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Transfer funds to Fund 5450 to purchase upgraded pumps. | |

| | |
|---|---|
| FUND NO. | 5450 |
| FUND TITLE: | Wastewater Capital Improvement |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | Technical Support |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $100,000 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Increasing funds to purchase upgraded pumps. | |

| | |
|---|---|
| FUND NO. | 5450 |
| FUND TITLE: | Wastewater Capital Improvement |
| TYPE OF ADJUSTMENT: | Transfer In |
| DEPARTMENT: | Non-Department |
| PROGRAM: | Non- Subsection |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $100,000 |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Transfer funds from fund 5405 to cover the purchase of upgraded pumps | |

| | |
|---|---|
| FUND NO. | 5500 |
| FUND TITLE: | Solid Waste Operations |
| TYPE OF ADJUSTMENT: | Expense |
| DEPARTMENT: | Utilities |
| PROGRAM: | Solid Waste Administration |
| REVENUE ADJ AMOUNT | $ |
| EXPENDITURE ADJ AMOUNT | $500,000 |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | Yes |
| REASON FOR ADJUSTMENT: Increase funds for projects needed, like upgrading of scales. | |

| | |
|---|---|
| FUND NO. | 6330 |
| FUND TITLE: | Workers Compensation |
| TYPE OF ADJUSTMENT: | Revenue |
| DEPARTMENT: | Legal |
| PROGRAM: | Claims Management & Risk Mitigation |
| REVENUE ADJ AMOUNT | $319,624 |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Budgeting for Workers Comp Insurance Charges. | |

| | |
|---|---|
| FUND NO. | 6340 |
| FUND TITLE: | Liability Claims |
| TYPE OF ADJUSTMENT: | Revenue |
| DEPARTMENT: | Non- Department |
| PROGRAM: | Non- Subsection |
| REVENUE ADJ AMOUNT | $255,143 |
| EXPENDITURE ADJ AMOUNT | $ |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Budgeting for reimbursement from other funds. | |

| | |
|---|---|
| FUND NO. | 7492 |
| FUND TITLE: | HIDTA – CLC |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | METRO Narcotics Agency |
| PROGRAM: | Non- Subsection |
| REVENUE ADJ AMOUNT | $(97,552.07) |
| EXPENDITURE ADJ AMOUNT | $(81,083.07) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Budget adjustments requested to accurately reflect available balances for grant number G23SN0006A. | |

| | |
|---|---|
| FUND NO. | 7492 |
| FUND TITLE: | HIDTA – CLC |
| TYPE OF ADJUSTMENT: | Revenue & Expense |
| DEPARTMENT: | HIDTA – CLC |
| PROGRAM: | Non- Subsection |
| REVENUE ADJ AMOUNT | $(195,631.65) |
| EXPENDITURE ADJ AMOUNT | $(195,631.65) |
| TRANSFER ADJ AMOUNT | $ |
| CIP PROJECT AMENDMENT NEEDED: | |
| REASON FOR ADJUSTMENT: Budget adjustments requested to accurately reflect available balances for grant number G23SN0006A. | |

**25-022**

**Type of Action:**
**☒ Resolution**
**☐ Ordinance**
**☐ TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | **☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A** | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Greg Gonzalez | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION TO AWARD CONTRACTS FOR TEMPORARY EMPLOYMENT SERVICES ON AN AS-NEEDED BASIS TO 22ND CENTURY TECHNOLOGIES, INC.; ATHENA CONSULTING, LLC; COGENT INFOTECH CORPORATION; COMPUNNEL SOFTWARE GROUP, INC.; CATHYJON ENTERPRISES, INC. D/B/A HB STAFFING; ITSQUEST, INC.; MANPOWERGROUP US, INC.; RS EMPLOYMENT SERVICES, LLC D/B/A REDCAP STAFFING; SPARROW COMPANY, LLC; AND THINK BEYOND, INC. IN AN AMOUNT NOT TO EXCEED $2,000,000 PER VENDOR ANNUALLY, FOR A TERM OF FOUR (4) YEARS THROUGH JUNE 30, 2028, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-047).**

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

## PURPOSE(S) OF ACTION:

To award contracts for temporary employment services.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In March 2024, the City of Las Cruces (City) Purchasing Program issued Request for Proposals No. 23-24-047, soliciting proposals from qualified firms to provide the City with continued temporary employment services. Those services include accounting, administrative, engineering, custodial, information technology, and general labor services, as well as special events staff. The Purchasing Program received fifteen (15) responses to the solicitation that were scored and evaluated by the Selection Advisory Committee (SAC) on June 7, 2024. The SAC recommended award to the ten (10) highest-ranked firms: ITSQuest, Inc.; ManpowerGroup US, Inc.; RS Employment Services, LLC dba RedCap Staffing, of Las Cruces, New Mexico; 22nd Century Technologies, Inc. of McLean, Virginia; Athena Consulting, LLC of Gaithersburg, Maryland; Cogent Infotech Corporation of Pittsburgh, Pennsylvania; Compunnel Software Group, Inc. of Plainsboro, New Jersey; CathyJon Enterprises, Inc. dba HB Staffing of Huntington Beach, California; Sparrow Company, LLC of El Paso, Texas; and Think Beyond, Inc. of Leander, Texas, as outlined in Exhibits "A" through "J".

The City has historically used these services to address temporary employment needs due to illnesses, backlogs, vacancies, and/or federally protected leave under the Family and Medical Leave Act. Valuable time is saved in securing temporary employment services to minimize negative impacts on service delivery and enable existing staff to be utilized in other capacities. It is advantageous for the City to have a list of pre-qualified temporary employment firms from which departments can select for their specific staffing requirements. All departments will be able to utilize the services provided by these firms on an as-needed basis.

The City's Human Resources Department requests approval to enter into an agreement with the ten (10) selected firms, to provide temporary employment services on an as-needed basis for a period of up to four (4) years, in an amount not to exceed $2,000,000 annually per vendor, conditioned upon approved budget appropriations.

**SUPPORT INFORMATION:**

Exhibit "A" 23-24-047_TemporaryEmploymentSvcs_SA_22ndCentury
Exhibit "B" 23-24-047_TemporaryEmploymentSvcs_SA_Athena
Exhibit "C" 23-24-047_TemporaryEmploymentSvcs_SA_Cogent
Exhibit "D" 23-24-047_TemporaryEmploymentSvcs_SA_Compunnel
Exhibit "E" 23-24-047_TemporaryEmploymentSvcs_SA_HBStaffing
Exhibit "F" 23-24-047_TemporaryEmploymentSvcs_SA_ITSQuest
Exhibit "G" 23-24-047_TemporaryEmploymentSvcs_SA_Manpower
Exhibit "H" 23-24-047_TemporaryEmploymentSvcs_SA_RedCap
Exhibit "I" 23-24-047_TemporaryEmploymentSvcs_SA_Sparrow
Exhibit "J" 23-24-047_TemporaryEmploymentSvcs_SA_ThinkBeyond

**PLAN(S):**

None

**COMMITTEE/BOARD REVIEW:**

None

**DOES THIS AMEND THE BUDGET?:**

☐ Yes
☒ No

**BUDGET / FISCAL IMPACT:**

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

**Funding Source(s):**
Various

**Overall Budget Impact:**
Individual department purchase order requests will be dependent upon available budgeted amounts and funds approved through the annual budget process.

**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 award multiple contracts for temporary employment services.

2. Vote "No"; this will deny the Resolution to award multiple contracts for temporary employment services, which could negatively impact continued 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 procurement of temporary employment services, which could negatively impact continued City operations.

**RESOLUTION 25-022**

**A RESOLUTION TO AWARD CONTRACTS FOR TEMPORARY EMPLOYMENT SERVICES ON AN AS-NEEDED BASIS TO 22ND CENTURY TECHNOLOGIES, INC.; ATHENA CONSULTING, LLC; COGENT INFOTECH CORPORATION; COMPUNNEL SOFTWARE GROUP, INC.; CATHYJON ENTERPRISES, INC. D/B/A HB STAFFING; ITSQUEST, INC.; MANPOWERGROUP US, INC.; RS EMPLOYMENT SERVICES, LLC D/B/A REDCAP STAFFING; SPARROW COMPANY, LLC; AND THINK BEYOND, INC. IN AN AMOUNT NOT TO EXCEED $2,000,000 PER VENDOR ANNUALLY, FOR A TERM OF FOUR (4) YEARS THROUGH JUNE 30, 2028, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-047).**

The City Council is informed that:

**WHEREAS**, in March 2024, the City of Las Cruces Purchasing Program issued Request for Proposals No. 23-24-047, soliciting proposals from qualified firms to provide the City with continued temporary employment services; and

**WHEREAS**, the Purchasing Program received fifteen (15) responses to the solicitation that were scored and evaluated by the Selection Advisory Committee (SAC) on June 7, 2024; and

**WHEREAS**, the SAC recommended award to the ten (10) highest-ranked firms: ITSQuest, Inc.; ManpowerGroup US, Inc.; RS Employment Services, LLC dba RedCap Staffing, of Las Cruces, New Mexico; 22nd Century Technologies, Inc. of McLean, Virginia; Athena Consulting, LLC of Gaithersburg, Maryland; Cogent Infotech Corporation of Pittsburgh, Pennsylvania; Compunnel Software Group, Inc. of Plainsboro, New Jersey; CathyJon Enterprises, Inc. dba HB Staffing of Huntington Beach, California; Sparrow Company, LLC of El Paso, Texas; and Think Beyond, Inc. of Leander, Texas; and

**WHEREAS**, the City has historically used these services to address temporary employment needs due to illnesses, backlogs, vacancies, and/or federally protected leave under the Family and Medical Leave Act; and

**WHEREAS**, valuable time is saved in securing temporary employment services to minimize negative impacts on service delivery and enable existing staff to be utilized in other capacities; and

**WHEREAS**, it is advantageous for the City to have a list of pre-qualified temporary employment firms from which departments can select for their specific staffing requirements, and all departments will be able to utilize the services provided by these firms on an as-needed basis; and

**WHEREAS**, the City's Human Resources Department requests approval to enter into an agreement with the ten (10) selected firms to provide temporary employment services on an as-needed basis for a period of up to four (4) years, in an amount not to exceed $2,000,000 annually per vendor, conditioned upon approved budget appropriations.

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

**(I)**

**THAT** the Resolution awarding contracts for temporary employment services on an as-needed basis to 22nd Century Technologies, Inc.; Athena Consulting, LLC; Cogent Infotech Corporation; Compunnel Software Group, Inc.; CathyJon Enterprises, Inc. dba HB Staffing; ITSQuest, Inc.; ManpowerGroup US, Inc.; RS Employment Services, LLC dba RedCap Staffing; Sparrow Company, LLC; and Think Beyond, Inc. as outlined

in Exhibits "A" through "J", respectively, in an amount not to exceed $2,000,000 annually per vendor for a period of four (4) years, subject to approved budget appropriations, is hereby approved.

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

EXHIBIT "A"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and 22nd Century Technologies, Inc., of 8251 Greensboro Drive, Suite 900, McLean, VA, 22102, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence.

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | 22nd Century Technologies, Inc.<br>8251 Greensboro Drive, Suite 900<br>McLean, VA 22102<br>ATTENTION: Isha Sharma, Contracts Manager |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

22ND CENTURY TECHNOLOGIES, INC.

BY: _____
Isha Sharma
Contracts Manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/25/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

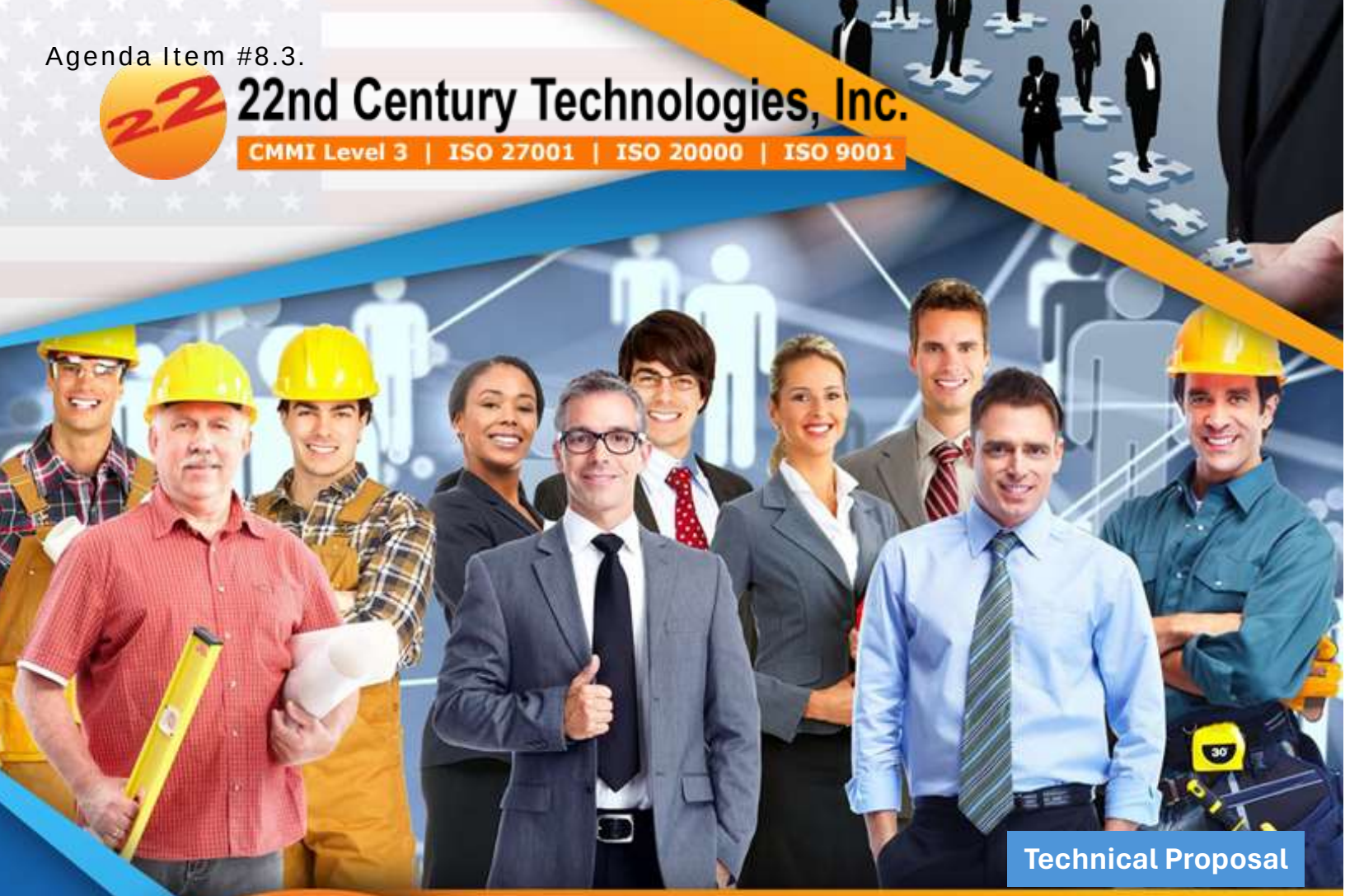
3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

# 22nd Century Technologies, Inc.

CMMI Level 3 | ISO 27001 | ISO 20000 | ISO 9001



**Technical Proposal**

## The City of Las Cruces, New Mexico

Request for Proposals RFP 23-24-047

## Temporary Employment Services



**Due Date/Time:**
**April 23, 2024 / 4:00 p.m. MST**

**Submitted By:**
Ashely Christina De Sa, Administrator
**22nd Century Technologies, Inc.**
**Local Office**: 206 S Coronado AVE, Espanola, NM 87532
**H.Q**: 8251 Greensboro Drive, Suite 900, McLean, VA 22102
**T**: (866) 537-9191 Ext2 | **F**: 732-537-0888 | **Email**: sledproposals@tscti.com

# RFP Compliance Declaration

## CITY OF LAS CRUCES

### RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Temporary Employment Services**

**RFP NO.:** **23-24-047**

**DUE DATE/TIME:** **April 23, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 01, 02 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
22nd Century Technologies, Inc.
206 S Coronado AVE,
Espanola, NM 87532

Authorized Signature
Ashley Christina De Sa
Typed or Printed Name
Administrator
Title
sledbids@tscti.com
Email Address

Telephone number (866)-537-9191 x 2 Fax number 732-537-0888

NM Tax & Revenue Dept. CRS # 03-277388-00-9

Current NM Secretary of State Business ID # 4631374 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 22-3502121 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes N/A No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

Revised: February 2024

Page 1 of 10

# Cover Letter

The City of Las Cruces, NM
Temporary Employment Services

Date: Apr 23, 2024

22nd Century Technologies, Inc. ("TSCTI") is pleased to submit this proposal to City of Las Cruces (City) for RFP # 23-24-047, to provide temporary employment services for administrative support, professional, and general labor personnel on an as needed basis as determined by the city. Incorporated in 1997 as an S-Corporation, certified as ISO 9001:2015, with over 27 years of experience providing similar Temporary Employment Services, TSCTI is known for their flexibility and innovative solutions to deliver the required Services within a minimum timeframe to various City–wide contracts and even as a single vendor. *TSCTI certified by National Minority Supplier Development Council as a Minority Business Enterprise,* has *350+ Temporary Employment contracts.*

TSCTI has 27 years of expertise in recruiting, payroll, and invoicing, with computer-based testing services, and a compliance focused firm with SLED contracts. TSCTI has mastered successful recruiting tactics custom made to the requirements of our government clients and for creating a sufficient pool of qualified temporary agency workers available for possible assignment. With *Incumbent Transition Model* and designated Customer Support, TSCTI has over 350+ government clients utilizing similar services stated in this RFP. TSCTI has been providing similar services to its clients generally from the client's location as required. Since inception, TSCTI has been recognized for its delivery excellence, customer focus, business growth and its commitment and dedication to its employees. With D&B open rating score of 93, we have been successfully serving customers with high level of customer satisfaction.

Our proactive approach includes a continuous recruitment program specifically designed to address high turnover positions, ensuring a readily available and qualified talent pool. We understand the importance of seamless workforce augmentation, therefore, with a team of experienced and local support staff, we provide comprehensive assistance to our temporary services staff (contract staff). Our offerings encompass a range of workforce solutions, including on an as-needed basis contract staff, payroll services, and temp-to-hire arrangements. Consequently, to ensure seamless support, TSCTI has local single point of contact, along with a local staff as back-up for the primary staff and a dedicated team with experience with diverse SLED (State, Local and Education) projects. Our proven track record is underscored by the successful delivery of over $500 million in staffing services, translating to more than 2,000,000 hours of temporary staffing over the past five years – a testament to our commitment to excellence in alignment with the services outlined in section III. SCOPE.

With a robust infrastructure, we have a vast reach-back of skilled resources, supporting over 50 similar large single award contracts, where we serve as the Principal/Prime Contractor for similar administrative support, professional, and general labor personnel. Through extensive experience with large contracts, TSCTI has cultivated a rich history of association with 85 City clients similar to The City of Las Cruces, NM. Our primary representative's detail is mentioned below for all RFP response-related communications, including any requests for clarification or other communication needed between the City and she is authorized to negotiate on its behalf with the City in connection with this RFP. We look forward to a mutually rewarding partnership.

Sincerely

Ashley Christina De Sa, Administrator,
22nd Century Technologies, Inc.
Add.: 206 S Coronado AVE, Espanola, NM 87532
Tel No: (866)-537-9191 x 2 | Fax No.: 732-537-0888 | Email: sledproposals@tscti.com

# Company Background

Established in 1997 as an S-Corporation, TSCTI has proudly served the staffing industry for 27 years. Certified by the National Minority Supplier Development Council as a Minority Business Enterprise, we have forged over 350 Temporary Employment contracts, encompassing a diverse portfolio of clients including 71 Federal, 59 State, 115 Local agencies, *87 City-wide contracts*, and 73 County entities. TSCTI specializes in delivering comprehensive 360-degree Temporary Employment Services tailored specifically for government clients, with current contract awards totaling $1.1 billion. Our extensive expertise spans three decades, during which we have honed our skills in recruiting, payroll management, and invoicing. Additionally, we offer computer-based testing services and maintain a strong focus on compliance, particularly within SLED contracts. At TSCTI, we have developed highly effective recruiting tactics tailored to the unique requirements of government clients, ensuring a robust pool of qualified temporary workers ready for deployment.




Utilizing our Incumbent Transition Model and dedicated Customer Support, TSCTI boasts a vast network of over 350 government clients who rely on similar services outlined in this RFP. *Our comprehensive suite of Temporary Employment Services includes Contingent Staffing, Direct Hire, SOW, Payroll Services, Recruitment Outsourcing, MSP Partnerships, and Vendor on Premise/Master Supplier arrangements*. These offerings represent the core of our workforce solutions tailored specifically for government agencies. With our wealth of experience, TSCTI has optimized our temporary services to deliver low operational costs, exceptional customer satisfaction, and a competitive edge to our clients' business processes and operations. Our track record of success and commitment to excellence make us the trusted partner for government agencies seeking reliable temporary workforce solutions.

| City-wide contracts | |
|---|---|
| City of Richmond, FL | City of Weston, FL |
| City of Dania Beach, FL | City of Jacksonville, FL |
| The City of Ocala, FL | City of Sunrise, FL |
| City of Clearwater, FL | City of Coral Gables, FL |
| City of Alexandria, VA | City of Portsmouth, VA |
| City of Chesapeake, VA | City of Lynchburg, VA |
| City of Newport News, VA | City of Norfolk, VA |
| City of New Braunfels, TX | City of Dallas, TX |
| City of Houston, TX | City of Tucson, TX |
| The City of Mesa's, AZ | City of Phoenix, AZ |
| City of Las Vegas, CA | City of Sunnyvale, CA |
| The City of Sunnyvale, CA | City of Anaheim, CA |
| City of Pasadena, CA | City of Cincinnati, OH |
| City of Minneapolis, MN | City of Durham, NC |
| City of Dearborn, MI | City of Milwaukee, WI |
| City of Salem, OR | City of Redmond, WA |

**Financial Capability:** TSCTI is a financially stable and growing company. *In 2023, we were financially valued at $480M with a credit line of $11 million and hold deposits of over $56million at Bank and have the required financial capacity to provide the services. We don't have any short-term or long-term debts.* TSCTI does not have any pending merger or financial liabilities that may affect this current contract. TSCTI possesses the necessary financial capacity, working capital, and other resources to carry out the capital, operating, planning and future maintenance activities listed in the solicitation, without assistance from an external source.

| Technical Capability Highlights |
|---|

| | |
|---|---|
| TSCTI is experienced in recruiting, payroll and invoicing, computer-based testing services | **TSCTI's Contract Management Tools & Software**<br>○ TSCTI has 27 years of sourcing, recruiting, screening, payroll, and invoicing.<br>○ TSCTI has fully **Automated recruiting software** (JobDiva) linked with online job boards through Payroll and Invoicing is set-up and maintained through Automated and DCAA approved software.<br>○ TSCTI has **computer-based testing software** to screen the qualified candidates, ***IBM Kenexa Prove It, SkillCheck, Brainbench*** and our internal skill testing tool to evaluate the proficiency of the applicants.<br>○ TSCTI has an online system i.e. "**eOrder**" a key component created to help our clients streamline the hiring process.<br>○ TSCTI's **SharePoint-based CMMI-certified program management tool** stores and manages project documents, and enables all project personnel to report process, status, and risk.<br>○ TSCTI uses **E-onboarding** through Job Diva to reduce paperwork and expedite response times.<br>○ **EVM system** as a critical **cost forecasting, monitoring, and evaluating tool/Software**.<br>○ TSCTI is engaged in many similar projects through **ERP Kick timekeeping and billing software**. |
| TSCTI has experience with compliance related to Scope of Work, and administrative, technical, and financial requirements as set forth in this solicitation | **TSCTI has no exception** and has the capability and ability to provide the services requested services, and **agree to comply with Standard Terms and Conditions, Minimum Qualifications**. And Scope of Work, and administrative, technical, and financial requirements as set forth in this solicitation by City. |
| TSCTI has successful recruiting tactics that have or will result in a sufficient pool of qualified temporary agency workers available for possible assignment to City. | ○ **ISO compliant recruitment process** to source screen candidates<br>○ TSCTI uses **ten-step Recruitment Methodology** also referred to as our Recruitment Process and broken into ten specific procedures.<br>○ TSCTI's long established, **proven staffing experience refined over 27 years** of staffing experience.<br>○ **5.1M Resume Pool** of pre-vetted candidates and Applicant Tracking Software to source more profiles if needed. |
| TSCTI has experienced in computer-based skills testing and demonstrate to test their potential employees being offered to City | ○ TSCTI uses computer-based skills assessment testing tools and several tools that help us to choose the right candidate.<br>○ TSCTI utilizes ***IBM Kenexa Prove It, SkillCheck, Brainbench*** and our internal skill testing tool to evaluate the proficiency of the applicants. |
| Centralized payroll services for more than 27 years | ○ Fast turnaround<br>○ Assistance throughout the entire life cycle of the employee, right from the day of recruitment to exit<br>○ Streamlining of all payroll processes<br>○ Flexible payroll schedule, we can provide *weekly, bi-weekly, monthly payroll* schedules as per the City's requirement. |

# A. Technical Proposal Content

*The respondent's Technical Proposal shall include the following items and, in the sequence, presented:*

*1. To address Evaluation Criteria No. 1 below, provide description of the proposed technical approach of all professional, technical, and customary services provided. Methods and results of candidate qualification, including pre-employment testing, screening, and / or assessments should be included.*

**Understanding:** The City of Las Cruces, is soliciting proposals from qualified vendors/ Temporary Agency for administrative support, professional, and general labor personnel. The city is looking to form agreements with several staffing agencies that offer temporary employment services. The City aims to secure contracts for administrative support, professional, and general labor personnel. The chosen Contractors are required to supply skilled temporary workers with proficiency in carrying out the typical duties associated with the specified job classifications. As per our understanding, in this contract, temporary services will be requested as necessary throughout the contract period. Temporary employees are required to comply with all applicable City work regulations and any updates to those regulations. Under this contract, City does not guarantee a specific quantity of services to be obtained and requested services will only be initiated by the City when there is a recognized need and a purchase order or written Notice to Proceed is issued. The Contractor is responsible for meeting the needs of the City and this contract is non-exclusive, meaning the City reserves the right to obtain services from other sources in order to best serve the City's interests.

**Technical Approach:** TSCTI assigns a Client Engagement and Delivery Office (CEDO) for the City's contract to provide regular and after-business-hours support. CEDO will empower TSCTI to respond quickly to all the City's requirements and queries, with turnaround time as little as 12 hours for all the job requirements. CEDO is focused on adding values and delivering the temporary staff "whenever the Client needs" through a deep understanding of the experience, skills and other details for successful deployment and project completion. CEDO ensures a perfect match with continuity at a place using an innovative, best in class 24x7x365 recruiting and deployment engine, complemented by internal teamwork to validate candidate and background, deployment, candidate replacement, change management, and timesheet management & administration. Here is a snapshot of what the City can expect from CEDO under this contract.

- 24x7 round the clock availability of Accounts teams with a toll-free number and centralized email address,
- End to end resource management including compliance, onboarding, training and development, off-boarding, and candidate replacement,
- A dedicated Client-Care team and Quality Assurance team to ensure the right delivery of services,
- Local City of Las Cruces based database of temporary staff and access to the passive consultants available only to TSCTI,
- Availability of the consultants for in-person interviews or according to the City's needs,
- A robust Applicant Tracking System (JobDiva), that covers the entire sub-vendor management process and customized invoicing and payroll services,
- Strong compliance group to eliminate the risk of co-employment claims by consultants,
- Time and administrative cost saving. All timesheets management, consultant query handling, and other administrative processes are handled by TSCTI, at no additional cost,
- Comprehensive analytics and ad-hoc reports to objectively measure quality, responsiveness, and success of each deployment,
- End to end resource management including compliance, onboarding, training and development, and off-boarding.

**Contract Initiation:** CEDO will begin the contract with a kick-off session with the City to introduce team members and set the stage for our partnership. During this meeting, we will discuss the City objectives for the program to determine the services required to best meet the objectives. Also, we determine the nature and scope of the work, lines of authority, and issue escalation procedures. As our management approach is proactive, we conduct needs assessments to assess the business environment to ensure that all necessary controls are incorporated into the scope. TSCTI analyses the business needs/ requirements in measurable goals; reviews the current operations; and analyses the costs and benefits, which includes creating a detail overall budget.

**TSCTI's Recruitment Process:** For identifying, screening, and referring applicants for consideration, we will utilize our proven approaches. Recruitment is TSCTI's core competency executed according to best practices developed through industry analysis and optimization. Once we get a mandate to work on, our qualified and experienced Account Director starts a study of the City and the scope of work. During the evaluation phase, all applicants are required to go through a detailed screening, testing, and interview process before assigning them to any

project or position. For hiring quality resources, we will utilize our *ISO 9001:2015 compliant ten-step recruiting framework* also referred to as our recruitment productivity process that breaks recruitment down into ten clearly identifiable steps. The factors that make our process unique are the way we execute these steps and TSCTI's long-established, proven staffing experience. Our proprietary recruitment methods make us unique from any other firm. Our recruitment team consists of *300+* recruiters, data miners and research analysts with an average experience of *12+ years* supporting various client requirements. Our recruitment team works closely with our Account Director to understand the City's requirements for providing the best match candidates. TSCTI will use our ISO compliant staffing approach, processes, and tools perfected on *300+* government contracts to provide qualified employees as per the City's requirement. Our *10-step process* ensures that we provide the right employees to the City.

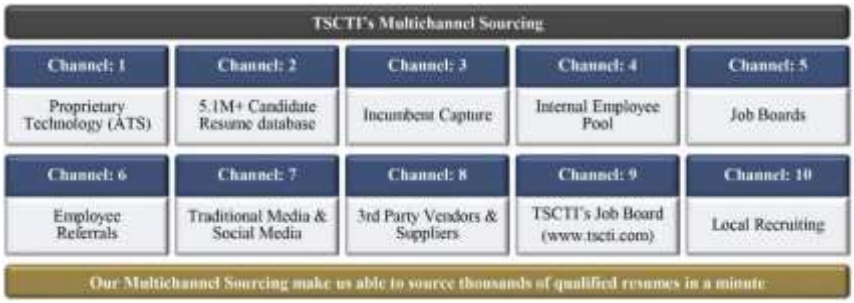
**TSCTI's Proactive Approach in building the candidates' network:**

**Step 1 – Understanding the Client:** After securing the contract, TSCTI identifies the team and the defined responsibilities for each member of the contract. The first step in this process is that our proposed Account Manager will draft a report that reflects our understanding of the City. This report provides input to the Recruiting Manager about the nature of work at the City's site. It also details the City's future acquisition and plans for their needs and explains the location parameters.

**Step 2 – Building Network:** Based on the input received from the Account Manager, the recruitment team starts the proactive approach to identify the resources internally and externally to build a database for the City. This work includes making calls to candidates, introducing our new clients, and establishing a relationship with them. Our team also shares our success of this contract and the nature of work involved with our previous employees who worked with us in the past. TSCTI uses job fairs, advertisements, and referrals to build our candidate database. The candidates are added into our database only after the screening process.

**TSCTI's Reactive Approach:** The work is initiated as soon as we get the task order/sourcing requirement from the City. The task order is immediately entered into our centralized recruiting portal, JobDiva. Our Account Manager understands the requirements of the City based upon the task order received from them. This includes an understanding of the project requirements, SOW, qualification, experience, mandatory and desirable skill set requirement. The Account Manager will draft a requisition about the requirement and submit the requirement in JobDiva along with sending it to the recruitment manager. From there, the recruitment team will source the candidate using one of the following sources. After finding ***4-5 consultants*** per requirement, the screening process is triggered.

**Multichannel Sourcing:** We will employ a comprehensive, City's specific sourcing strategy. From our past experience serving various SLED agencies in State of NM, our sourcing team has already examined the state of NM local market(s), that allow us to understand its dynamics, including demographics, labor conditions, unemployment rate, and statistical workforce projections. Based upon labor market conditions and the types of skills the City's requires, we identify the highest-yield target groups from which to recruit and determine an appropriate strategy to attract talent from those areas. This includes selecting appropriate sources for talent, isolating the most effective tactics to penetrate these sources, and creating an overall market approach.




- **Internal Resume Database:** TSCTI has an internal resume database of more than ***5.1M*** resources, which is growing every day as we work proactively on building databases by understanding our client's requirements. We have more than ***600K*** resources who are local to the State of NM who are either currently working on similar positions mentioned the solicitation or pre-vetted profiles.
- **Local Resume Database:** TSCTI has an internal resume database of more than 3,000+ pre-screen resources across local to ***City of Las Cruces***, which is growing every day as we work proactively on building database after understanding our client's requirements.
- **Job Sites:** TSCTI has accounts with popular job websites, such as ***LinkedIn, indeed, CareerBuilder, Monster, Dice, etc.*** This provides access to a wide pool of resources across the nation.
- **Advertisement:** TSCTI posts all the requirements on our website and with other government employment agencies.
- **Internal Referrals:** In parallel, we share the requirements with our employees by posting them on our internal web site for internal referrals.

- **Local Employment Posting Papers and Websites:** We understand that many candidates review free employment-related websites (e.g. Craigslist) and papers that can be found in local establishments and many support organization's missions and we post on these sources.
- **Local Job Fairs:** In addition to selected advertising in local media, TSCTI's recruitment/management team sponsors and participates in the regular ***job fair, hosts recruiting open houses, saturates local markets*** with recruiting and ***referral fliers***, and works closely with State and local job-assistance agencies to ensure every possible sourcing option is pursued. Additional examples include multi-lingual job postings and diversity-based referral bonus programs.
- **Teaming with local govt. employment agencies:** TSCTI is a teaming partner with the local govt. employment agencies in the State of NM. On occasions, we rely on our local teaming partners to augment our temporary employee staffing capabilities.
- **Pre-Screening:** With the ISO 9001:2015 compliant quality process, we successfully provide consistent assessment testing on the City's requirement. TSCTI personnel undergoes a stringent skill test in order to ensure quality candidates are placed at City with proper qualification and experience. From our effective recruitment process, we hire the right people from the start. Our recruiters have the experience to screen and seek candidates matching the skill requirement with various government clients which makes them fully capable to handle the City requirements.

**Behavioral & Aptitude Tests:** *Attitudes and behavior are equally important in determining whether a candidate is a good match for the job and organization. Cognitive ability tests measure intelligence. The most common types, known as "IQ" tests, measure general mental ability. Other tests gauge verbal ability, math skills, spatial perception, or inductive and deductive reasoning. Behavioral Tests and Aptitude Tests will help to know candidate's prior work experience, clients know that they have the necessary skills and experience.* A behavioral test investigates propensities towards certain kinds of behavior and styles of interaction with clients. In behavioral tests we can provide constructive feedback which directly informs the way a candidate behaves in the workplace.

- **Tests by Industry:** For candidates in the industry, prospective candidates will be tested on their industry field expertise in subjects including Administration, Housing, Medical, Art, Educational etc.
- **Identity Test**, we have a powerful tool to test not only their skill levels but also their attitude and aptitude.

**TSCTI Interviewing Process:** All TSCTI candidates are interviewed by a recruiter trained to uncover the candidates past performance and future goals. The interview comprises an in-depth assessment of each candidate's skills and abilities, proven past performance, attitude, career goals, motivations, and aspirations. TSCTI recruiters understand these detailed elements to provide the Las Cruces with the most qualified candidates from a performance, cultural, and retention perspective. The key objectives of the interview process are to find resources that match the Las Cruces's requirements.

**Interviews -** TSCTI's priority is to conduct in-person interviews with our team of SMEs. If it isn't possible for a consultant to be present at an in-person interview, we conduct a video interview.

- **Telephone Interview:** After a thorough resume review, our recruiters perform a telephone interview to determine how their current and previous work experiences are relevant to our client's primary needs. Our recruiters ask about employment history, training, and education, expected wages, travel preferences, and if they're willing to submit to a drug screen and background check.
- **In-person/Skype Interview:** The selected candidate has a face-to-face with a staffing professional to go more in depth into their resume. Previous work experience, primary skillsets, salary history, and future goals are all covered in these interviews.

**Background and Drug screening:** An independent third-party certified agency will perform background checks on the selected candidates. The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in our Background Check Policy. We notify the Las Cruces in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the Las Cruces's project. TSCTI's partnered agency have the resources to perform a variety of background checks at a local, county, and state level, including 2-panel, 5-panel, and 7-panel drug Test:

| | | |
|---|---|---|
| Academic Record check | Credentials Check | Database Check |
| Civil Litigation Check | Criminal Record Check | Driving Record Checks |
| Employment Eligibility Check | Reference Check | Residence Check |
| Social Security verification | Social Media Check | Identity Check |

The purpose of a Background Investigation is to maintain a safe and productive environment at the City. Therefore, TSCTI agree and will comply with the Background Investigation process and Drug Screen requirements set forth in this RFP. Furthermore, as requested by the City, TSCTI will also complete and misdemeanours and felonies (i.e., assault, burglary, disorderly conduct, domestic violence, drug-related

convictions, Driving Under the Influence (DUI); Driving While Intoxicated (DWI), failure to appear in court, larceny, shoplifting, trespassing, etc.). Such convictions may have resulted in a fine(s), community service, probation, or jail/prison time.

**Onboarding:** Once a candidate has been interviewed and selected by the City, the candidate begins the onboarding and orientation process. TSCTI can offer the City options for onboarding and orientation, including a standard version as well as programs adapted to your specific industry, location, or business environment. TSCTI's standard orientation for new employees includes an overview of our Employee Handbook, which is received and acknowledged by every temporary employee to indicate their review and understanding of our policies and procedures. Examples of content include information on TSCTI's Commitment to *Safety and Quality, Equal Employment Opportunity, Drug Free Workplace and policies on Harassment, Weapons, and Workplace Violence.*

**The City focused Orientation:** TSCTI will develop a customized assignment guide to distribute and discuss with each temporary employee assigned to the City. The assignment guide can include items such as directions to your facility, work hours, dress code, safety rules, absence notification procedures, as well as information on your organization such as your values and ethics policies, business objectives, and strategy. The orientation process might also include:

- ERPKICK Timekeeping practices,
- Drug testing and background checks,
- Safety expectations and testing,
- Attendance rules,
- The City policy acknowledgement,
- Equipment management, from badges to distribution of personal protective equipment.

In addition, TSCTI will ensure that the temporary staff has read and understood the orientation material provided by the City, if any. Upon completion of the orientation, all our consultants will be "ready" (according to the City's standards) to start their assignments.

**Invoicing & Billing:** At TSCTI, our goal is to provide our clients with the highest level of billing accuracy and timeliness. Our billing department works in conjunction with our front and back-office teams to ensure billing processes and procedures are clearly communicated and supported. As a standard, TSCTI submits separate and distinct invoices per temporary employee. However, TSCTI is open to the City requirements and agrees to provide the electronic invoices.

**Billing/Invoicing quality assurance procedures:** TSCTI aims for 100% accuracy in all our invoice transactions. Our process for achieving this metric includes:

- Dedicated TSCTI Billing Specialist to manage all the City's billing processes,
- Extensive quality control performed before released (i.e., adherence to unique requirements, etc.),
- Time and hours match performed to ensure invoicing accuracy and review of overtime authorization,
- Daily audit of invoices to check for rejects and re-issuance of a corrected version, if necessary (within 15 days for TSCTI errors),
- Review to ensure all applicable discounts are applied at the appropriate times.

Our accounting system is DCAA approved, and we use standardized processes built on latest technology, our invoice issue rate is less than 0.01%. We understand that there may be overpayment or underpayments due to incorrect invoice or any other reason, such as The Las Cruces is not in agreement with the invoice submitted by TSCTI. For realized overpayments, we credit the difference amount to client account within 15 days.

**Reporting:** TSCTI provides a multitude of reporting mechanisms to report to our internal management teams and client stakeholders to maintain critical core business functions. Any reports needed by our clients for analysis can be directly executable within standard timeframe of 1 -2 business days. TSCTI reporting database serves as a repository for all contract data, available for extended analysis, and updated in real-time. All contract data is available i.e. Active Requisitions Report, Usage Reports, Engaged Candidate Report, Engagement Budgeted

Hours, Engagement End Dates Based on Hours Remaining. Along with engagements by candidate with spend, candidate, engagement, and timesheet history are stored within the tool and is available for reporting.

Also, at TSCTI, we keep reports for tracking and statistical purposes for each consultant we submit to our client through ATS - JobDiva. ATS helps us to keep track each consultant's status on the project. The reports are tracked till the candidate completes his/her tenure. After placement, any candidate is removed from an assignment, TSCTI's recruitment manager alerts the management and the recruitment team to either blacklist the applicant or to remove the resume from the database and from the ATS - JobDiva, to ensure the same candidate is not submitted as a potential candidate for another department within the Borough. Types of reports generated from JobDiva:

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| User reports | Termination (end of project) Report | HR Reports |
| Productivity Reports | Technical reports | Hires Report |
| Job Activity reports | Employee Report | Applicant Report |
| EEO Report | On-Boarding Documents Report | Employees on Bench |

**Candidate replacement due to non-performance:** In case the TSCTI's contracted staff unable to perform and the City wants an immediate replacement (within 24 hours), TSCTI will replace the contracted staff. The contracted staff is communicated by the Human Resource department. And the Account Management team immediately escalate the same to the senior management for corrective action. Parallel, the request will be forwarded to the recruiting team along with complete skill set, qualification and experience requirement and other preferred areas like domain experience. As part of this process, consultant's documents their daily tasks are submitted to City and/ or TSCTI Account Manager. Throughout the lifecycle of the project, the status of key milestones is regularly and formally documented. Changes to project scope, timing, or direction are frequently communicated to ensure the project schedule is monitored and clearly understood at all levels. Under normal scenarios, TSCTI's employee has to give a notice of a minimum of 10 days before leaving the contract. The newly hired employee works along with the employee during this period for complete knowledge transfer - understand the project, status, and pending tasks/ issues to minimize the project impact.

*2. To address Evaluation Criteria No. 2 below, provide the names of key personnel who will be assigned to provide the services described herein. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided. (Qualifications/competence of team members to manage services to be provided)*

**Reply:** TSCTI's approach is based on a dedicated Service Delivery model, leverages its best resources to fully support the mission and objectives of the City. TSCTI will provide regular, and after-business-hours support and respond quickly to all your requirements and queries, with low turnaround time for City's TE requirements. We are proposing 2 Key Personnel: 1) Sandeep Singh as Program Manager (PMP certified), 2) Nicola Jones, Account Manager (SPOC), and 3) Leslie Smith, Account Manager (Back-up Staff).

Nicola is local and she also holds an expertise in delivering variety of temporary employment requirements and resolving disputes or service problems. She is working currently in NM with various SLED agencies across the State of NM. Nicola will be a single point of contact for all the matters pertaining to the contract between City and TSCTI. She will lead all the conversations and communications required for this contract. She holds the authority, responsibility, and accountability to manage all TSCTI resources; meet the cost, schedule, and objectives of the contract.

**Names of key personnel:**

| Personnel | Background | Roles and Responsibilities | Time assigned to the project |
|---|---|---|---|
| **Account Director** Sandeep Singh, PMP certified Professional | Sandeep is a highly skilled and experienced Account Director, having more than 18 years of enriched experience in strategic planning, identification of opportunities, and development of new services. He possesses excellent working experience with a complete Staffing Lifecycle starting from the quality hiring process including coordinating interviews with clients, and selection till the successful accomplishment of a project milestone. He has excellent experience in selling Staffing solutions and services in the manufacturing, retail, and government sectors. He possesses expert-level knowledge and | • Providing leadership and direction to all project staff, ensuring the most efficient use of their skills.<br>• Single point of contact for all management-related communication.<br>• Ensuring SLAs and project timelines are met and taking corrective actions for issues identified.<br>• Acting as Quality Manager and attending performance reviews and status meetings. | • Fulltime assigned to the project |

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| | working experience in Vendor Management Systems for tracking candidate submissions. | • Ensuring that all deliveries meet quality standards and meet or exceed client expectations. | |
| **Account Manager (SPOC)**<br>Nicola Jones | Nicola Jones is a certified professional with 10 years' experience. Extensive experience in managing projects and people while effectively promoting a cohesive team environment. Creative problem solver, adept at conflict management, talent management, immigration, benefits, auditing, training, and workforce planning. Excellent communicator with a proven track record of meeting and exceeding goals and building long-lasting customer relationships. Able to successfully balance employee needs with business objectives to create integrated solutions. Creative problem solver, adept at conflict management, talent management, immigration, benefits, auditing, training, and workforce planning. Excellent communicator with a proven track record of meeting and exceeding goals and building long-lasting customer relationships. Able to successfully balance employee needs with business objectives to create integrated solutions. | • Primary contact (POC) responsible for handling the city and all matters related to the efficient execution of all services and a key contact at TSCTI for the city.<br>• A local (the City of Las Cruces) single point of contact to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving.<br>• Will be available between normal work hours for the City are from 8:00am until 5:00pm Monday through Friday<br>• Taking care of the consultant's requests/ issues and resolving all the requests.<br>• Providing training to users and maintaining telephone support and online help information throughout the term of the contract.<br>• Responsible for informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. | • Fulltime assigned to the project |
| **Account Manager (Back-up)**<br>Leslie Smith | Leslie Smith highly skilled and qualified professional with over 10 years of experience in the Account Management, Operations, and Customer Relationship Management, Business Development strategic planning, identification of opportunities, and development of new services. She possesses excellent working experience with complete Recruitment Lifecycle starting from quality hiring process includes coordinating interviews with client, selection till the successful accomplishment of a project milestone. She has excellent experience in selling staffing solutions and services. She holds extensive experience in ensuring the timely and successful delivery of our staffing solutions according to client needs and objectives. Holds proven experience in communicating the progress of weekly, monthly, and quarterly status updates to internal stakeholders. | • Responsible for developing overall recruitment strategies and talent acquisitions for the contract.<br>• Will be available between normal work hours for the City are from 8:00am until 5:00pm Monday through Friday<br>• Taking care of the consultant's requests/ issues and resolving all the requests.<br>• Providing training to users and maintaining telephone support and online help information throughout the term of the contract.<br>• Responsible for informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City.<br>• Provide training to users and maintain telephone support and online help information throughout the term of the contract. | • Fulltime assigned to the project |

*3. To address Evaluation Criteria No. 3 below, provide the following:*
*Description and name of a minimum of five past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project. (Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client)*

**Reply:**

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| **Client Name** | City of Richmond, VA |
| **Contact person** | Adriene Davis, Executive Assistant |
| **Telephone \| Email** | Tel.: (804)-646-5950 \| Email: Adriene.Davis@RVA.gov |
| **Duration** | Aug 2019 – Jul 2023 |
| **Contract Description** | The City of Richmond (City) issued RFP for a qualified contractor (Contractor) to provide the goods or services to the City and including other City departments. The TSCTI is responsible for recruiting, screening, interviewing, selecting, and hiring the best qualified applicant to perform the type of work required ensuring minimum requirements are met. Recruitment interviews shall be conducted in person, or video remote, by the Offeror to ensure employment candidates can effectively communicate orally. Therefore, Criminal History/Sex Offender checks, Certification/Education checks, Drug Screening, Child Protective Services Check, Driving Record. Total spending in last 4 years is approximately $17.4 Million. |
| **Performance of the firm** | TSCTI designated one point of contact (project administrator) to direct TSCTI's efforts in fulfilling the City's as-needed request for temporary services under the subsequent agreement. TSCTI provided a single point of contact along with a backup, responsible to receive temporary employment requests, handle and assist in any inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. TSCTI has placed over 33 similar staff that are required by the City of Las Cruces. TSCTI performed verification of the past five (5) years of employment, education verification of education (depending on job requirements), Social security verification, and verification of employment eligibility under the provisions of the Immigration Reform and Control Act (IRCA), Department of Motor Vehicle (DMV) (depending on job requirement), and Criminal check. Agency's personnel shall have no pending criminal proceedings and no criminal convictions for the past seven (7) years. |
| **Ability to meet schedules or deadlines** | As per the schedule set by the client, vendors need to provide skilled staff within 72 hours. TSCTI provided qualified screened staffed within 24-48 hours along with availability of a temporary employee to fill a request and meeting deadlines consistently. |
| **Responsiveness to the client** | With a dedicated team to handle request, TSCTI was able to respond to requests within first 2 hours and temporary staff was provided within the agreed timeline i.e. within 72 hours. |

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| **Client Name** | City of Gresham, OR |
| **Contact person** | James Dunn, Superintendent |

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| **Telephone \| Email** | Tel.: (503)-618-2934 \| Email: James.Dunn@greshamoregon.gov |
| **Duration** | Feb 2019 – Feb 2022 |
| **Contract Description** | City of Gresham was seeking a qualified contractor (Contractor) to provide the goods or services. To solicit sealed bids to establish a contract with one or more qualified suppliers to provide Temporary Personnel Services, on an as needed basis, to City of Gresham agencies, institutions of higher education, and other public bodies. The City's current Temporary Personnel Services needs are managed under the optional-use statewide contract. TSCTI was responsible for a criminal history background check i.e., a fingerprint-based criminal history background check obtained from the FBI through the Virginia State Police, Child Protective Services (CPS) Checks, Credit Checks, Drug Screening, and DMV Driving Record Checks. Additionally, TSCTI is responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer Federal and State mandatory requirements for employees. TSCTI designated a Dedicated Point of Contact(s) (POC), authorized to fulfil Temporary Personnel request handle, and assist in all inquiries regarding scheduling, billing, status of orders, availability, state-wide contract pricing. |
| **Performance of the firm** | TSCTI designated a point of contact, along with a backup to handle inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and disputes or escalation. TSCTI ensured all temporary employees are screened and tested as per the City's minimum qualifications required for the position. All temporary staff referred to the City were thoroughly screened for background check and drug testing and provide verification that these pre-employment screenings have been successfully completed. Furthermore, TSCTI provides reporting for contract for as per the agency's requirements. Overall TSCTI has provided 22 temporary staff under the contract till now and being a state-wide contract multiple agencies are involved. Total spending in last 4 years is $8 Million approximately. |
| **Ability to meet schedules or deadlines** | As per the schedule set by the client, vendors need to provide skilled staff within 72 hours. TSCTI provided qualified screened staffed within 24-48 hours along with availability of a temporary employee to fill a request and meeting deadlines consistently. |
| **Responsiveness to the client** | With a dedicated team to handle request, TSCTI was able to respond to requests within first 2 hours and temporary staff was provided within the agreed timeline i.e. within 72 hours. |

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| **Client Name** | City of Anaheim, CA |
| **Contact person** | Kimberly Phong-Ngo, CTA |
| **Telephone \| Email** | Tel.: (714)-765-8905 \| Email: kphong-ngo@anaheim.net |
| **Duration** | Apr 2020 – Mar 2024 |
| **Contract Description** | The City of Anaheim Human Resources Department was seeking proposals from qualified temporary staffing agencies that are |

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| | interested in providing the City with temporary services in various citywide job classifications. The object of this Request for Proposal (RFP) solicitation is to identify the most qualified, responsive, and responsible agencies to provide these services over the course of a proposed two (2) year contract period with an option to extend up to two (2) years with the approval of the Human Resources Director, subject to budget appropriation. |
| **Performance of the firm** | TSCTI designated one point of contact and one back-up staff to fulfill the City's as-needed request for temporary services under the subsequent agreement. TSCTI is responsible for the professional quality and technical competence of personnel supplied to the City, including coordination of all efforts and other services furnished by TSCTI under the Agreement. TSCTI thoroughly screen, test, and interview all temporary workers to ensure that they meet the minimum qualifications. TSCTI has placed over 10 similar staff that are required by the City of Las Cruces. TSCTI completed testing requirements, measured, and evaluated to complete hiring, screening matching job specific skills including applicable certifications and licenses for its employees to demonstrate Temporary staff's ability to fulfill the temporary work assignment. |
| **Ability to meet schedules or deadlines** | As per the schedule set by the client, vendors need to provide skilled staff within 72 hours. TSCTI provided qualified screened staffed within 24-48 hours along with availability of a temporary employee to fill a request and meeting deadlines consistently. |
| **Responsiveness to the client** | With a dedicated team to handle request, TSCTI was able to respond to requests within first 2 hours and temporary staff was provided within the agreed timeline. |

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| **Client Name** | City of Newport News, VA |
| **Contact person** | Kersha E. Aerga, Senior Buyer/Contract Officer |
| **Telephone \| Email** | Phone: (757)-926-8029 \| Email: aergake@nnva.gov |
| **Duration** | Dec 2019 – Dec 2023 |
| **Contract Description** | The City of Newport News (City) was seeking a qualified contractor (Contractor) to provide the goods or services. The Department of Human Services requires need of immediate staffing of personnel in the profession. TSCTI is responsible of maintenance of all personnel and payroll records for temporary employees, computation of wages and withholdings applicable Federal, State, and local taxes, and Federal Social Security payments, Remittance of temporary employees' withholdings to the proper governmental authorities and employer contribution for Federal FICA, and Federal and State unemployment insurance payments, Pay new wages and fringe benefits, if any, directly to the temporary employees, Provide unemployment insurance, Worker's Compensation benefits, and handle all unemployment and worker's compensation claims of temporary employees, Compliance with all provisions of the Affordable Care Act (ACA) applicable to |

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| | temporary employees including the employer shared responsibility provision relating to the offer of "Minimum essential coverage" to "full-time" employees and the applicable employer information reporting provision. Due to the dedicated support provided to the City, the customer services are prompt and responsive. |
| **Performance of the firm** | TSCTI designated one point of contact and one back-up staff to fulfill the City's as-needed request for temporary services under the subsequent agreement. TSCTI is responsible for the professional quality and technical competence of personnel supplied to the City, including coordination of all efforts and other services furnished by TSCTI under the Agreement. TSCTI thoroughly screen, test, and interview all temporary workers to ensure that they meet the minimum qualifications. TSCTI completed testing requirements, measured, and evaluated to complete hiring, screening matching job specific skills including applicable certifications and licenses for its employees to demonstrate Temporary staff's ability to fulfill the temporary work assignment. Total spending in last 4 years is $2.4 Million approximately and TSCTI has placed over 30 similar staff that is required by the City of Las Cruces. |
| **Ability to meet schedules or deadlines** | As per the schedule set by the client, vendors need to provide skilled staff within 48 hours. TSCTI provided qualified screened staffed within 24-48 hours along with availability of a temporary employee to fill a request and meeting deadlines consistently. |
| **Responsiveness to the client** | With a dedicated team to handle requests, TSCTI was able to respond to requests within first 2 hours and temporary staff was provided within the agreed timeline. |

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| **Client Name** | Governor's Office of Storm Recovery, NY (GOSR) |
| **Contact person** | Kirk Pacheco, Director of Human Resources |
| **Telephone \| Email** | Tel.: (212)-480-7255 \| Email: kirk.pacheco@hcr.ny.gov |
| **Duration** | Oct 2018 – Sep 2023 |
| **Contract Description** | The GOSR was seeking qualified contractors (Contractor) to provide the goods or services. To solicit sealed bids to establish a contract with one or more qualified suppliers to provide Temporary Personnel Services, on an as needed basis, to GOSR, institutions of higher education, and other public bodies. GOSR current Temporary Personnel Services needs are managed under the optional-use statewide contract. TSCTI was responsible for a criminal history background check i.e., a fingerprint-based criminal history background check obtained from the FBI through the Virginia State Police, Child Protective Services (CPS) Checks, Credit Checks, Drug Screening, and DMV Driving Record Checks. Additionally, TSCTI is responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer Federal and State mandatory requirements for employees. TSCTI designated a Dedicated Point of Contact(s) (POC), authorized to fulfil Temporary Personnel request handle, and assist |

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| | in all inquiries regarding scheduling, billing, status of orders, availability, state-wide contract pricing. Furthermore, TSCTI is providing reporting for contract for as per the agency's requirements. |
| **Performance of the firm** | TSCTI designated one point of contact and one back-up staff to fulfill the City's as-needed request for temporary services under the subsequent agreement. TSCTI has provided temporary staff to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and TSCTI replaced the temporary employee within two (2) working days at no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). TSCTI thoroughly screened, tested, and interviewed all temporary workers to ensure that they meet the minimum qualifications. TSCTI is compensated employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) the City's minimum wage ordinance. |
| **Ability to meet schedules or deadlines** | TSCTI provided qualified screened staffed within 24-48 hours along with availability of a temporary employee to fill a request and meeting deadlines consistently. |
| **Responsiveness to the client** | With a dedicated team to handle requests, TSCTI was able to respond to requests within first 2 hours and temporary staff was provided within the agreed timeline. |

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# EXHIBIT B

# COST PROPOSAL

# B. Cost Proposal Content

The cost proposal will not be used in the evaluation of the RFP; it will be used as a basis for negotiating a contract.
*The cost proposal must be submitted in a separate sealed envelope and contain the following:*
*1. Direct costs*
*2. Indirect costs*
*3. Hourly billing rate per position / job class offered.*
*4. Any other proposed costs that may be incurred by the City.*
**Reply:**

| Position | Min | Max | Mark-up |
|---|---|---|---|
| **Accounting/Finance** | | | |
| Accountant Senior | $28.35 | $47.25 | 30% |
| Accounting Manager | $39.38 | $55.13 | 30% |
| Auditing External Auditor | $31.50 | $39.38 | 30% |
| Auditing External Auditor Senior | $47.25 | $63.00 | 30% |
| Auditing Internal Auditor | $47.25 | $55.13 | 30% |
| Auditing Internal Auditor Senior | $55.13 | $63.00 | 30% |
| Budget Analyst | $31.50 | $39.38 | 30% |
| Budget Analyst Senior | $39.38 | $55.13 | 30% |
| Fiscal Assistant | $18.90 | $23.63 | 30% |
| Fiscal Technician | $23.63 | $31.50 | 30% |
| Fiscal Technical Senior | $31.50 | $39.38 | 30% |
| **Call Center/Customer Service** | | | |
| Customer Service Inbound | $18.90 | $23.63 | 30% |
| Customer Service Outbound | $18.90 | $23.63 | 30% |
| Detailing Representative | $18.90 | $23.63 | 30% |
| Help Desk Analyst | $39.38 | $55.13 | 30% |
| Market Research Inbound | $31.50 | $47.25 | 30% |
| Market Research Outbound | $31.50 | $47.25 | 30% |
| Sales & Promotion Comparison Shopper | $31.50 | $39.38 | 30% |
| Sales & Promotion Demonstrator | $31.50 | $39.38 | 30% |
| Sales & Promotion Sampler | $28.35 | $39.38 | 30% |
| Sales Inbound | $23.63 | $28.35 | 30% |
| Sales Outbound | $23.63 | $28.35 | 30% |
| Tradeshow Booth Attendant | $18.90 | $23.63 | 30% |
| Tradeshow Host/Hostess | $18.90 | $23.63 | 30% |
| **Education** | | | |
| Certified Substitute Teacher | $22.00 | $39.00 | 30% |
| Non-Certified Substitute Teacher | $20.00 | $35.00 | 30% |
| Teacher Aide | $18.90 | $28.35 | 30% |
| Cafeteria Worker | $17.33 | $22.05 | 30% |

| | | | |
|---|---|---|---|
| Office Clerk | $18.90 | $23.63 | 30% |
| Custodian | $15.75 | $20.00 | 30% |
| Maintenance Worker | $18.90 | $23.63 | 30% |
| **General Administrative** | | | |
| Administrative Assistant | $23.63 | $30.00 | 30% |
| Administrative Staff Assistant | $23.63 | $30.00 | 30% |
| Agency Management Analyst | $31.50 | $39.38 | 30% |
| Data Entry Operator | $18.90 | $28.35 | 30% |
| Data Entry Operator Senior | $23.63 | $31.50 | 30% |
| Executive Secretary | $18.90 | $25.00 | 30% |
| Executive Secretary Senior | $23.63 | $33.00 | 30% |
| Legal Assistant | $23.63 | $28.35 | 30% |
| Legal Assistant Senior | $28.35 | $34.65 | 30% |
| Library Assistant | $15.75 | $25.00 | 30% |
| Medical Assistant | $23.63 | $31.50 | 30% |
| Medical Biller | $18.90 | $23.63 | 30% |
| Medical Records Clerk | $18.90 | $23.63 | 30% |
| Office Manager | $39.38 | $47.25 | 30% |
| Office Services Aide | $23.63 | $31.50 | 30% |
| Office Services Assistant | $23.63 | $31.50 | 30% |
| Operator | $18.90 | $23.63 | 30% |
| Personal Assistant | $18.90 | $23.63 | 30% |
| Photocopy Supervisor | $18.90 | $23.63 | 30% |
| Photocopy Technician | $23.63 | $28.35 | 30% |
| Phototypesetting Specialist | $23.63 | $31.50 | 30% |
| Phototypesetting Supervisor | $31.50 | $39.38 | 30% |
| Postal Assistant | $15.75 | $23.63 | 30% |
| Public Relations Coordinator | $31.50 | $39.38 | 30% |
| Public Relations Assistant | $23.63 | $28.35 | 30% |
| Receptionist | $18.90 | $23.63 | 30% |
| Secretary | $23.63 | $28.35 | 30% |
| Translator | $28.35 | $39.38 | 30% |
| **Food Related Services** | | | |
| Food Operations Assistant | $15.75 | $22.00 | 30% |
| Food Operations Manager Assistant | $18.90 | $23.63 | 30% |
| Food Production Worker | $15.75 | $22.00 | 30% |
| Second Cook | $17.33 | $23.00 | 30% |
| Second Cook Senior | $20.48 | $25.00 | 30% |
| Server | $15.75 | $20.00 | 30% |
| **Human Resources** | | | |
| Classification / Compensation Analyst | $28.35 | $39.38 | 30% |

| | | | |
|---|---|---|---|
| Classification / Compensation Consultant | $28.35 | $39.38 | 30% |
| EEO Program Analyst | $55.13 | $63.00 | 30% |
| EEO Program Specialist | $63.00 | $70.88 | 30% |
| Employee Relations Analyst | $23.63 | $31.50 | 30% |
| Employee Relations Analyst Senior | $31.50 | $39.38 | 30% |
| Assistant | $15.75 | $22.05 | 30% |
| Generalist | $31.50 | $39.38 | 30% |
| Personnel Practices Analyst | $23.63 | $31.50 | 30% |
| Personnel Practices Manager | $39.38 | $47.25 | 30% |
| **Human Services** | | | |
| Social Worker | $31.50 | $39.38 | 30% |
| Support Enforcement Specialist | $31.50 | $39.38 | 30% |
| Support Enforcement Specialist Senior | $39.38 | $47.25 | 30% |
| Utilization Review Analyst | $31.50 | $39.38 | 30% |
| Utilization Review Analyst Senior | $39.38 | $47.25 | 30% |
| **Information Technology** | | | |
| Business Analyst | $55.13 | $95.00 | 30% |
| C++ Programmer | $63.00 | $99.00 | 30% |
| CADD Technician | $47.25 | $90.00 | 30% |
| Client/Server Specialist | $70.88 | $86.63 | 30% |
| Computer Operator | $31.50 | $40.00 | 30% |
| Data Communications Network Analyst | $39.38 | $70.00 | 30% |
| Data Processing Operations Control | $63.00 | $78.75 | 30% |
| Data Processing Planning Analyst | $39.38 | $55.13 | 30% |
| Data Warehouse Developer | $63.00 | $102.38 | 30% |
| Database Administrator | $78.75 | $110.00 | 30% |
| Database Manager | $75.60 | $91.35 | 30% |
| Database Modeler | $94.50 | $125.00 | 30% |
| Database Specialist | $70.88 | $105.00 | 30% |
| Development Manager | $70.88 | $99.00 | 30% |
| Documentation Specialist | $47.25 | $65.00 | 30% |
| E-Commerce Solutions Architect | $94.50 | $110.25 | 30% |
| EDP Planning Analyst | $78.75 | $115.00 | 30% |
| GISs Specialist | $60.00 | $90.00 | 30% |
| Internet Application Developer | $63.00 | $102.00 | 30% |
| Java Programmer | $78.75 | $100.00 | 30% |
| LAN/WAN Administrator | $63.00 | $90.00 | 30% |
| Mainframe Capacity Study | $78.75 | $94.50 | 30% |
| Management Information Specialist | $70.88 | $86.63 | 30% |
| MS SQL Server Administrator | $78.75 | $99.00 | 30% |
| Oracle Server Administrator | $78.75 | $110.00 | 30% |

| | | | |
|---|---|---|---|
| Other Database Server Administrator | $94.50 | $110.25 | 30% |
| PC LAN Technician | $31.50 | $39.38 | 30% |
| Programmer Analyst | $55.13 | $99.00 | 30% |
| Project Administrator | $63.00 | $78.75 | 30% |
| Project Director | $63.00 | $78.75 | 30% |
| Project Manager | $94.50 | $110.25 | 30% |
| Quality Assurance Engineer | $55.13 | $85.00 | 30% |
| Quality Assurance Manager | $70.88 | $95.00 | 30% |
| Quality Assurance/systems Testing Analyst | $55.13 | $80.00 | 30% |
| Security Engineer | $70.88 | $112.00 | 30% |
| Server Based Computing Engineer | $78.75 | $94.50 | 30% |
| Sr. EDP Planning Analyst | $63.00 | $112.00 | 30% |
| Storage and Retrieval System Design | $70.88 | $86.63 | 30% |
| System Architect | $78.75 | $140.00 | 30% |
| Systems Project Manager | $70.88 | $120.00 | 30% |
| Technical Support Specialist | $39.38 | $60.00 | 30% |
| Telecommunications Specialist | $55.13 | $80.00 | 30% |
| UNIX System Administrator | $70.88 | $95.00 | 30% |
| Visual Basic Developer | $63.00 | $80.00 | 30% |
| Web Content/Communications Manager | $70.88 | $90.00 | 30% |
| WEB Site Developer | $70.88 | $90.00 | 30% |
| WEWB Document Specialist | $78.75 | $94.50 | 30% |
| **Insurance** | | | |
| Claims Adjuster | $23.63 | $31.50 | 30% |
| Claims Specialist | $31.50 | $39.38 | 30% |
| Worker's Compensation Specialist | $28.35 | $39.38 | 30% |
| **Labourer/Industrial** | | | |
| CDL Driver | $18.90 | $30.00 | 30% |
| Forklift Operator | $22.05 | $32.00 | 30% |
| Forklift Operator Senior | $28.35 | $38.00 | 30% |
| Flagger / Laborer | $14.18 | $25.00 | 30% |
| Grounds/Landscape Worker | $15.75 | $25.00 | 30% |
| Grounds Worker Senior | $18.90 | $28.35 | 30% |
| Heavy Industrial Materials Handler (Warehouseman) | $18.90 | $34.00 | 30% |
| Heavy Industrial Materials Handler, Freezer (Warehouseman) | $18.90 | $34.00 | 30% |
| Heavy Industrial Worker (General Laborer) | $23.63 | $31.50 | 30% |
| Housekeeping Supervisor | $23.63 | $31.50 | 30% |
| Housekeeping Worker | $18.90 | $23.63 | 30% |
| Inventory Worker Light | $18.90 | $23.63 | 30% |
| Light Industrial Worker (General Laborer) | $15.75 | $18.90 | 30% |
| Motor Vehicle Operator | $18.90 | $28.35 | 30% |

| | | | |
|---|---|---|---|
| Packer | $15.75 | $23.63 | 30% |
| Warehouse Specialist | $23.63 | $39.38 | 30% |
| Warehouse Worker | $14.18 | $23.63 | 30% |
| **Media** | | | |
| Audio Visual Technician | $31.50 | $39.38 | 30% |
| Graphic Artist | $31.50 | $39.38 | 30% |
| Graphic Designer | $39.38 | $47.25 | 30% |
| Photographer | $23.63 | $39.38 | 30% |
| TV / Video Production Specialist | $31.50 | $47.25 | 30% |
| TV / Video Production Technician | $23.63 | $39.38 | 30% |
| **Security** | | | |
| Dispatcher/Police | $23.63 | $31.50 | 30% |
| Security Guard | $18.90 | $28.35 | 30% |
| Security Officer | $23.63 | $39.38 | 30% |
| **Tax** | | | |
| Data Entry Clerk | $18.90 | $23.63 | 30% |
| Data Entry Clerk/Remittance Processor Blended | $18.90 | $23.63 | 30% |
| Error Resolution and Document Processor | $23.63 | $31.50 | 30% |
| General Clerical | $18.90 | $28.35 | 30% |
| Onsite Administrator | $28.35 | $39.38 | 30% |
| Remittance Processor | $22.05 | $28.35 | 30% |
| Taxpayer Information & Assistance Agent | $23.63 | $31.50 | 30% |
| **Technical** | | | |
| Agricultural Technician | $28.35 | $39.38 | 30% |
| Agricultural Technician Supervisor | $31.50 | $47.25 | 30% |
| Analytical Chemist | $23.63 | $39.38 | 30% |
| Analytical Chemist Assistant | $23.63 | $31.50 | 30% |
| Analytical Chemist Senior | $31.50 | $39.38 | 30% |
| Bridge Design Drafter | $34.65 | $44.10 | 30% |
| Cartographic Drafter | $31.50 | $39.38 | 30% |
| Cartographic Supervisor | $23.63 | $39.38 | 30% |
| Engineering Design Drafting Specialist | $78.75 | $94.50 | 30% |
| Engineering Design Drafting Supervisor | $78.75 | $94.50 | 30% |
| Engineering Design Drafting Technician | $63.00 | $78.75 | 30% |
| Engineering Drafting Technician | $18.90 | $28.35 | 30% |
| Engineering Drafting Technician Senior | $31.50 | $39.38 | 30% |
| Environmental Engineer | $39.38 | $55.13 | 30% |
| Environmental Engineer Senior | $63.00 | $78.75 | 30% |
| Environmental Program Analyst | $28.35 | $39.38 | 30% |
| Environmental Program Planner | $31.50 | $47.25 | 30% |
| Environmental Program Specialist | $31.50 | $47.25 | 30% |

| | | | |
|---|---|---|---|
| Environmental Specialist Field | $31.50 | $47.25 | 30% |
| Environmental Specialist Senior Field | $39.38 | $55.13 | 30% |
| Environmental Technician | $23.63 | $31.50 | 30% |
| Environmental Technician Senior | $31.50 | $47.25 | 30% |
| Laboratory Technician | $23.63 | $39.38 | 30% |
| Laboratory Technician Senior | $31.50 | $47.25 | 30% |
| Residential Plan Reviewer | $31.50 | $47.25 | 30% |
| Right of Way Technician | $23.63 | $39.38 | 30% |
| Right of Way Technician Supervisor | $39.38 | $55.13 | 30% |
| Safety Engineer | $31.50 | $47.25 | 30% |
| Safety Engineer Senior | $47.25 | $63.00 | 30% |
| Title Examiner | $23.63 | $31.50 | 30% |
| Traffic Controller | $23.63 | $31.50 | 30% |
| Traffic Controller Senior | $31.50 | $47.25 | 30% |
| Transportation Data Analyst | $28.35 | $44.10 | 30% |
| Transportation Data Analyst Senior | $39.38 | $55.13 | 30% |
| Transportation Data Analyst Supervisor | $47.25 | $63.00 | 30% |
| Transportation Data Technician | $31.50 | $47.25 | 30% |
| Transportation District Utilities Specialist | $28.35 | $44.10 | 30% |
| Transportation Engineering Technician Survey | $47.25 | $63.00 | 30% |
| Transportation Materials Technician | $39.38 | $55.13 | 30% |
| Transportation Planning Specialist | $39.38 | $55.13 | 30% |
| Transportation Program Coordinator | $31.50 | $47.25 | 30% |
| Transportation Support Coordinator | $28.35 | $44.10 | 30% |
| **Trades** | | | |
| Boiler Operator | $22.50 | $31.50 | 30% |
| Boiler Operator Senior | $27.00 | $34.65 | 30% |
| Carpenter | $22.50 | $31.50 | 30% |
| Carpenter Assistant | $18.00 | $23.63 | 30% |
| Carpenter Senior | $30.00 | $39.38 | 30% |
| Electrician | $22.50 | $39.38 | 30% |
| Electrician Assistant | $15.00 | $23.63 | 30% |
| Electrician Senior | $22.50 | $31.50 | 30% |
| Electrician Supervisor Senior | $30.00 | $39.38 | 30% |
| Electronic Equipment Install & Repair Supervisor | $37.50 | $47.25 | 30% |
| Electronic Equipment Install & Repair Technician | $30.00 | $39.38 | 30% |
| Electronic Technician | $18.00 | $28.35 | 30% |
| Electronic Technician Senior | $22.50 | $39.38 | 30% |
| Equipment Repair Supervisor | $30.00 | $47.25 | 30% |
| Equipment Repair Technician | $18.00 | $28.35 | 30% |
| Equipment Repair Technician Senior | $30.00 | $39.38 | 30% |

| | | | |
|---|---|---|---|
| HVAC Installation & Repair Assistant | $22.50 | $31.50 | 30% |
| HVAC Installation & Repair Assistant Senior | $37.50 | $55.13 | 30% |
| Laboratory Mechanic | $22.50 | $31.50 | 30% |
| Laboratory Mechanic Senior | $30.00 | $39.38 | 30% |
| Locksmith | $22.50 | $31.50 | 30% |
| Maintenance Field Worker | $15.00 | $23.63 | 30% |
| Mason Plasterer | $22.50 | $31.50 | 30% |
| Mason Plasterer Assistant | $15.00 | $23.63 | 30% |
| Mechanic | $22.50 | $31.50 | 30% |
| Painter | $15.00 | $23.63 | 30% |
| Plumber / Steamfitter | $30.00 | $47.25 | 30% |
| Plumber / Steamfitter Assistant | $22.50 | $39.38 | 30% |
| Printing Press Operator | $15.00 | $23.63 | 30% |
| Production Supervisor | $22.50 | $31.50 | 30% |
| Radio Specialist | $30.00 | $39.38 | 30% |
| Radio Specialist Senior | $30.00 | $39.38 | 30% |
| Sheet Metal Worker | $22.50 | $31.50 | 30% |
| Sheet Metal Worker Assistant | $15.00 | $23.63 | 30% |
| Sheet Metal Worker Lead | $22.50 | $31.50 | 30% |
| Shipping / Receiving Clerk | $18.00 | $23.63 | 30% |
| Storekeeper Assistant | $18.00 | $23.63 | 30% |
| Storekeeper | $15.00 | $18.90 | 30% |
| Storekeeper Senior | $18.00 | $23.63 | 30% |
| Tool Room Assistant | $15.00 | $23.63 | 30% |
| Tool Room Assistant Senior | $18.00 | $28.35 | 30% |
| Utilities Worker Senior | $18.00 | $28.35 | 30% |
| Utility Worker | $15.00 | $23.63 | 30% |
| Tradesman Helper | $15.00 | $18.90 | 30% |
| Tradesman Helper Senior | $18.00 | $23.63 | 30% |
| Welder | $18.00 | $23.63 | 30% |
| Welder Senior | $22.50 | $31.50 | 30% |
| Work Zone Safety Officer | $30.00 | $39.38 | 30% |
| **Health** | | | |
| Breath Alcohol Technician | $29.77 | $34.65 | 30% |
| Certified Occupational Therapist Assistant | $33.08 | $55.00 | 30% |
| Certified Physical Therapist Assistant | $33.08 | $50.00 | 30% |
| Claims Processor | $24.81 | $31.50 | 30% |
| Claims Processor (Senior) | $33.08 | $47.25 | 30% |
| Dental Assistant | $35.00 | $45.00 | 30% |
| Dental Hygienist | $41.35 | $60.00 | 30% |
| Dietary Aide | $16.54 | $23.63 | 30% |

| | | | |
|---|---|---|---|
| EKG Technician | $29.77 | $45.00 | 30% |
| Electro neuro diagnostic Technologist | $33.08 | $55.00 | 30% |
| Eligibility / Insurance Verifier | $29.77 | $39.38 | 30% |
| Eligibility Referral Coordinator | $29.77 | $39.38 | 30% |
| Emergency Medical Technician | $29.77 | $39.38 | 30% |
| Insurance Coordinator | $24.81 | $31.50 | 30% |
| Licensed Practical Nurse I | $29.77 | $60.00 | 30% |
| Licensed Practical Nurse II | $36.38 | $65.00 | 30% |
| Licensed Practical Nurse III | $41.35 | $70.00 | 30% |
| Medical Assistant | $29.77 | $39.38 | 30% |
| Medical Laboratory Technician | $29.77 | $39.38 | 30% |
| Medical Record Clerk | $19.85 | $28.35 | 30% |
| Medical Record Technician | $24.81 | $39.38 | 30% |
| Medical Transcriptionist | $33.08 | $39.38 | 30% |
| Nuclear Medicine Technologist | $41.35 | $55.13 | 30% |
| Nursing Assistant I | $25.00 | $35.00 | 30% |
| Nursing Assistant II | $28.00 | $40.00 | 30% |
| Nursing Assistant III | $30.00 | $45.00 | 30% |
| Nursing Assistant IV | $32.00 | $39.38 | 30% |
| Optical Dispenser | $35.00 | $50.00 | 30% |
| Optical Technician | $35.00 | $55.00 | 30% |
| Pharmacy Technician | $30.00 | $45.00 | 30% |
| Phlebotomist | $24.81 | $39.38 | 30% |
| Radiologic Technologist | $29.77 | $44.10 | 30% |
| Registered Nurse I | $50.00 | $70.00 | 30% |
| Registered Nurse II | $55.00 | $75.00 | 30% |
| Registered Nurse III | $60.00 | $80.00 | 30% |
| Registered Nurse IV | $60.00 | $90.00 | 30% |
| Scheduler (Drug and Alcohol Testing) | $29.77 | $39.38 | 30% |
| Substance Abuse Treatment Counselor | $33.08 | $47.25 | 30% |

EXHIBIT "B"

23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and ATHENA Consulting LLC, of 506 Main Street, Suite 215, Gaithersburg, MD, 20878, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence.

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | ATHENA Consulting LLC.<br>506 Main Street, Suite 215<br>Gaithersburg, MD 20878<br>ATTENTION: Melissa Pappas, CEO |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

ATHENA CONSULTING LLC.

BY: _____
Melissa Pappas
CEO

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/25/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

20+ YEARS
ATHENA
CONSULTING & STAFFING SPECIALISTS

CITY OF LAS CRUCES

# Temporary Employment Services

## RFP #23-24-047

**Due: April, 23 2024**

**Submitted by:**
ATHENA Consulting
506 Main Street, Suite 215
Gaithersburg, MD 20878
Office: 301-216-9654
Fax: 240-396-4110

**ORIGINAL**

ATHENA Consulting LLC
506 Main Street, Suite 215
Gaithersburg, MD 20878

**April 23, 2024**

**To: City of Las Cruces**

**Reference: PROPOSAL– RFP 23-24-047**

To Whom It May Concern,
ATHENA is pleased to submit this proposal for the Temporary Employment Services to the City of Las Cruces. With more than 21 years of experience providing temporary staffing solutions to government clients, we are confident in our ability to provide the highest-quality services for this engagement.

Since 2002, ATHENA has successfully completed more than 250 staffing service contracts for various local, county, and state governments throughout the United States. We have experience providing employees for a wide variety of positions, including administrative support and professional and general labor personnel. Leveraging our extensive experience, we have refined our processes to prioritize efficiency in recruiting, screening, onboarding, and ensuring precise and timely compensation for our employees.

In addition to our wealth of experience in staffing services, ATHENA maintains the financial stability necessary for the successful implementation of this service. Our strengths include:

- Over two decades of expertise in providing temporary staffing services.
- Proven track record in successfully providing temporary staffing services to local and state governments.
- Ability to manage a high volume of payroll and administrative needs for temporary workers.
- An average client satisfaction score between 94% to 96% across all clients.

We are confident that our team possesses the requisite skills, knowledge, and experience required to effectively perform this contract. We welcome the opportunity to assist the City of Las Cruces in this initiative and are happy to discuss any of the details contained in this proposal at your convenience.

Sincere regards,

Mark E. Elvin

Mark Elvin
Chief Officer for Strategy and Growth

CITY OF LAS CRUCES

ATHENA

# CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** Temporary Employment Services

**RFP NO.:** 23-24-047

**DUE DATE/TIME:** April 23, 2024 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

ATHENA Consulting, LLC

506 Main Street, Suite 215

Gaithersburg, MD 20878

Mark E. Elvin
Authorized Signature

Mark E. Elvin
Typed or Printed Name

Chief Officer for Strategy and Growth
Title

mark@athenaconsultingllc.com
Email Address

Telephone number 484-477-7747 Fax number 240-396-4110

NM Tax & Revenue Dept. CRS # NA

Current NM Secretary of State Business ID # 6329489 (corporations only)

Current CLC Business Registration # ATHENA has applied for business registration (respondents located in Las Cruces only)

Federal I.D. number 16-1616169 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

CITY OF LAS CRUCES

ATHENA 20+ YEARS CONSULTING & STAFFING SPECIALISTS

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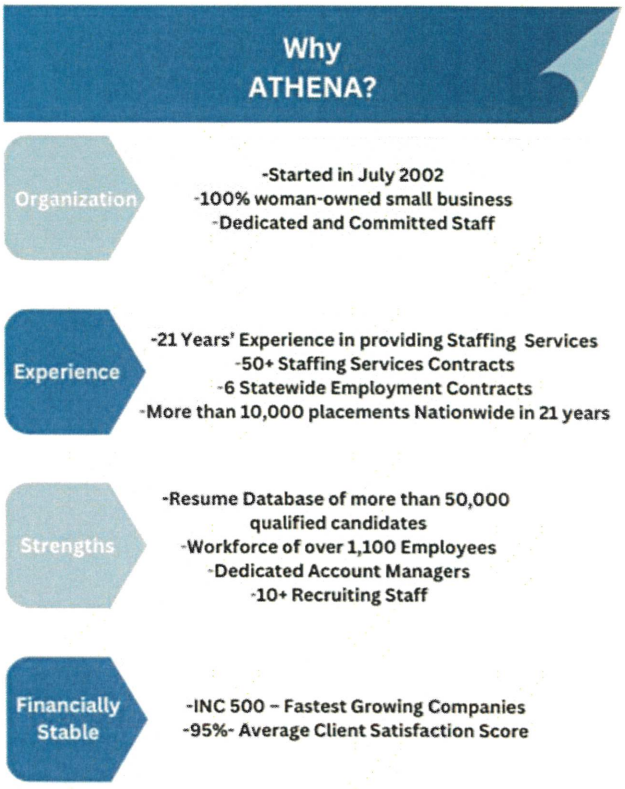
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# 1. Technical Approach

## Company Profile

ATHENA Consulting LLC (ATHENA) is a distinguished Maryland-based staffing agency, proudly woman-owned, with over 21 years of industry expertise. We specialize in Recruiting, Temporary Professional Placement, Direct Hire, Employer of Record, and Executive Search services. Since inception, ATHENA has successfully provided temporary staffing solutions to more than 250 state, local, and municipal governments nationwide.

With an extensive track record in delivering temporary staffing solutions to government entities, ATHENA excels in integrating temporary staff without disrupting daily agency operations. Recognizing the critical importance of swift and efficient onboarding and payroll services, we ensure uninterrupted workflow for our clients. Our proficiency lies in promptly providing qualified temporary staff and managing all aspects of employment, including onboarding, screenings, and payroll services.




ATHENA supplies a full range of staffing services to our state and local government clients, including:

- Contract Staffing
- Project Team Staffing
- Contract-to-Hire Staffing
- Direct Hire Staffing
- Executive Recruiting

We regularly handle recruitment, screening, and placement of personnel for various temporary roles, including seasonal, event-based, and project-specific positions. Additionally, we specialize in fulfilling critical needs and addressing challenging-to-fill roles. Our streamlined staffing systems ensure swift access to qualified individuals to meet staffing requirements promptly.

ATHENA's comprehensive recruitment, screening, onboarding, and candidate engagement processes ensure a constant pool of vetted employees, enabling us to effectively meet temporary staffing needs. In addition, we have instituted an optimized approach for staff substitution and issue resolution, guaranteeing operational effectiveness. Moreover, we harness innovative human capital technology to monitor and manage contracts, staying at the forefront of industry advancements.

Our wealth of experience in onboarding, conducting screenings, and managing payroll services for thousands of employees highlights our adaptability to our clients' evolving needs. With over 1,100 dedicated employees, our commitment to excellence is evident in every staffing contract. We collaborate closely with clients to tailor temporary staffing programs to their specific requirements, consistently exceeding performance and quality standards. ATHENA has a Las Cruces office located at *141 Roadrunner Parkway, Ste 141, Las Cruces, NM 88011*

## ATHENA Approach to the Scope of Work

With over two decades of expertise in recruitment, screening, and placement, ATHENA excels in providing personnel for diverse temporary positions. Leveraging our extensive experience, we are equipped to meet the staffing requirements of the City of Las Cruces, delivering top-tier candidates who have passed thorough background checks, drug tests, and pre-employment screenings. Moreover, **ATHENA guarantees that our recruited personnel are ready to contribute from day one, minimizing the need for extensive training and orientation.** The following sections detail ATHENA's approach to recruitment, background checks, pre-employment screenings, verifications, onboarding, and employee management.

### *Recruiting Potential Staff*

During the past 21 years, ATHENA has developed a recruitment and screening process that enables us to quickly identify and source highly qualified candidates. We actively recruit candidates, on an ongoing basis, for a wide variety of labor categories, including administrative support and professional and general labor personnel. ATHENA maintains an extensive Applicant Tracking System (ATS) database with more than 50,000 candidates. This database enables us to easily categorize, pre-screen, and select candidates. This means we have access to a large pool of potential candidates very quickly upon issuance of a temporary position request.

ATHENA receives thousands of resumes from potential candidates every week throughout the entire year. In addition, upon contract award and prior to the release of a specific staffing request, ATHENA begins sourcing to attract candidates matching the stated job titles and descriptions. All applicants apply through our ATS, which automatically ranks and categorizes candidates against the identified labor categories.

Applicants who have applied within the past five years remain in the ATHENA ATS database and are contacted regularly to gauge job satisfaction and future job interest. This allows us to stay connected with potential talent even when immediate positions are unavailable. Proactively engaging with candidates who are not active job seekers is integral to our recruitment strategy. By directly connecting with professionals who may not be actively seeking new opportunities, we uncover individuals who are consistently receptive to new prospects when approached.

The system's advanced sorting and matching capabilities eliminates countless hours reaching out to uninterested candidates, resulting in a streamlined recruitment that is more efficient with time and costs. Shortlisted candidates receive prompt notifications via voice and text, facilitating communication throughout the hiring process.

Our ATS also simplifies the application process for candidates, automatically linking resumes to relevant openings and securely storing their details. Additionally, we source candidates through local professionals through outreach efforts spanning public agencies, unemployment offices, workforce services, and community-based organizations. Leveraging platforms like Monster, LinkedIn, ZipRecruiter, and CareerBuilder, we attract and engage with qualified candidates, ensuring a robust talent pool for current and future needs. Furthermore, our dedicated team establishes meaningful connections with job seekers, documenting interactions to enhance our candidate ranking process in the ATS.

### *Testing, Screening, Interviewing, & Selecting Staff*

After compiling a list of pre-qualified and matched candidates, our recruiters review each match to ensure we assemble the strongest pool of candidates ready to progress to the detailed screening stage. During this screening phase, every potential candidate undergoes a thorough assessment of the job requirements. **As outlined in the RFP, ATHENA commits to screening all temporary employees referred to the City to ensure they meet the minimum qualifications specified for the position. Additionally, candidates will possess proficiency in reading, writing, speaking, and understanding the English language as stated in the position description's minimum requirements.**

Based on this evaluation, applicants are categorized as follows:

- Not Qualified: Candidates failing to meet the stipulated requirements are excluded from further consideration. Their employee profiles clearly indicate a lack of alignment with the job title's prerequisites, providing valuable insights for future searches.
- Qualified: Applicants deemed qualified successfully meet all the minimum requirements for the positions, rendering them eligible for further consideration.
- Exceeds Qualifications: Candidates exceeding qualifications not only fulfill the minimum requirements but also possess some additional, desirable qualifications. These applicants are also eligible for additional consideration for the role.

ATHENA Account Managers automatically generate emails via the ATS to the list of qualified candidates. These emails outline the opportunity at hand and prompt candidates to express their interest in further discussing the position with a recruiter. This process ensures that ATHENA Account Managers receive a roster of qualified and interested candidates who are eager to explore the opportunity further.

When our Account Managers identify potential candidates, our initial step involves conducting a comprehensive skills assessment of the position prerequisites. This thorough evaluation ensures that applicants have satisfactorily met the minimum educational and experiential criteria. In addition, ATHENA customizes screening questionnaires tailored to the unique requirements of each requested position. Each question is assigned a point value, which is utilized to evaluate and score candidate responses.

The ATHENA Account Manager also carefully reviews each resume that passes the initial screening criteria, focusing on longevity in positions, applicability of experience, and type of

experience. Any inconsistencies or concerns that may disqualify an applicant are identified and documented.

### *Telephone Interviews*

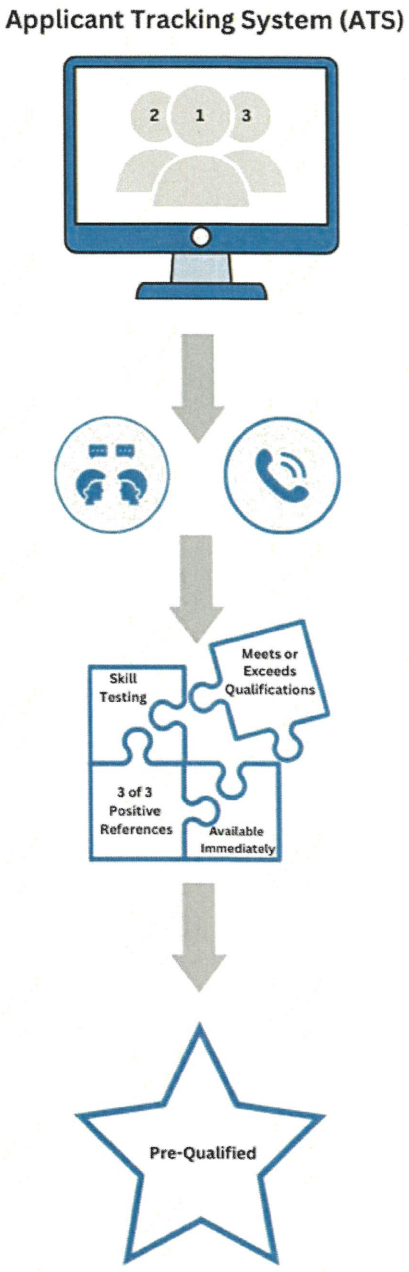
ATHENA conducts telephone screenings with candidates deemed Highly Qualified or Qualified. Through these extensive interviews, we examine the candidates' expertise in their respective fields, assess their interpersonal competencies, including teamwork, conflict resolution, and problem-solving, and provide insights into our hiring procedures. The primary objective of this phase is to identify a roster of prequalified candidates poised to advance to the subsequent screening stage.

### *Face-to-Face Interviews*

Immediately following the phone interviews, the Account Manager rates the applicant as Highly Qualified, Qualified, or Not Qualified. Highly Qualified candidates proceed to the subsequent stage in the interview process, which involves a face-to-face interview conducted via Zoom, Microsoft Teams, Skype, or Facetime with the Account Manager.

Our Account Manager prepares face-to-face interviews by reviewing the responses gathered from the initial phone screening. During the face-to-face interview, recruiters pose behavioral-related questions to explore candidates' past experiences, skills, and behavioral traits.

This interview aims to delve deeper into the applicant's experience and professionalism. Typically, the face-to-face interview takes place within 24–48 hours of the phone screening. Questions presented during this interview are evaluated based on their alignment with the specific requirements of each position.




### *Approach to Performing Background Investigations and Drug Screening*

**ATHENA provides all necessary candidate screenings, including criminal background, education verification, fingerprinting, employment verification, and drug screenings**. Job candidates provide written permission to ATHENA to conduct a thorough background and reference investigation by completing, signing, and returning our Applicant Reference and Background Investigation Process release form. Candidates understand these checks may include criminal background checks, CPS record checks, pre-employment physicals, drug screenings, and driving record checks, as may be required by the requesting department. Candidates must also provide three professional references.

### *Verify Education, Training and Experience, Background, and Drug Testing*

ATHENA adheres to rigorous protocols for verifying education, training, skills, and experience. Each potential candidate undergoes a thorough screening to assess technical proficiency and background credentials. Our Account Manager oversees the verification of education levels, conducts comprehensive investigations into past work history, and accurately identifies training and skills.

As a minimum standard, ATHENA performs criminal records checks, verifies education and employment records, and conducts driver's license checks (if necessary) for all temporary personnel assigned to positions covered by our contracts. The costs associated with these essential background checks are incorporated into ATHENA's proposed hourly rates for each job classification. For positions necessitating drug screening, we collaborate with a nationwide network of certified laboratories to facilitate testing. Employees are required to undergo screening at the nearest designated site before reporting to their worksite.

ATHENA adheres to all Federal laws safeguarding applicants and employees against discrimination, including compliance with the Fair Credit Reporting Act (FCRA) and relevant State laws governing background reports and information. Additionally, we conduct further investigations at the client's request to meet job-related requirements. For instance, ATHENA collects annual driving records for employees whose roles involve driving responsibilities.

### *Skills Testing and Training*

ATHENA administers skill tests tailored to match candidates' proficiency levels and align them with specific labor classifications and job responsibilities. To facilitate this, ATHENA partners with eSkill for skill testing services. Leveraging eSkill's versatile platform, ATHENA can select from a wide array of standardized skills tests relevant to the requested areas. Moreover, the platform offers the flexibility to create customized tests tailored to specific client needs. eSkill employs a web-based system, ensuring accessibility to tests via the Internet without requiring plug-ins or encountering security system issues. Its comprehensive and user-friendly administration panel allows for easy test customization, flexible reporting tools, and remote testing capabilities. Additionally, eSkill seamlessly integrates with our ATS platform, Akken Cloud, enabling us to provide integrated pre-employment tools and effortlessly administer skill testing to every candidate we screen. eSkill assessments undergo rigorous validation processes designed to simulate real-life scenarios and evaluate knowledge-based actions. These assessments effectively gauge candidates' skill levels against the established criteria necessary for success in specific job roles.

The objective of the skill-testing phase is to compile a roster of confirmed, skilled applicants eligible for referral to temporary positions. Upon completion of the skill tests, applicants proceed to fill out the ATHENA New Hire Application and complete I-9 forms. After the completion and scoring of the skill testing, references provided by applicants are contacted and assessed. For each temporary staffing contract, ATHENA collaborates closely with our clients to create a detailed job description and profile encompassing all necessary qualifications for effectively identifying skilled candidates.

Our thorough screening process guarantees that the personnel referred to the City possess the essential skills and training required for successful placement in available positions. As we identify requisite skills upfront, we do not provide job-specific skills training for staff. Instead, all job applicants are required to attend ATHENA orientation and site-specific training sessions.

**As specified in the RFP, in instances where additional types of certifications such as First Aid and CPR certification are required, ATHENA ensures these employees have these certifications prior to applying and will maintain and recertify these certifications at their own expense.**

### *Seven Steps to Fulfilling Staffing Requests*

ATHENA follows a seven-step process to fulfill staffing requests swiftly and effectively. Under the supervision of a dedicated full-time Account Manager, each step is efficiently executed to ensure prompt and successful completion.

The seven steps are included below:

1. Receive work orders via email and respond within four hours.
2. Review the requirements and clarify with clients as needed.
3. Assess the skills of the prequalified pool of applicants against the specific requirements of the request.
4. Interview and reconfirm applicant availability and confirm candidate interest in specific position.
5. Select the top 2-4 matching applicants and send them to the client for review.
6. Complete background checks, motor vehicle record checks, and drug testing
7. Hire and onboard selected staff.

In the rare instance where an employee is deemed unsuitable, ATHENA promptly removes them from consideration and provides a replacement upon identifying and recruiting a qualified candidate.

Our standard response time for each job position request routinely exceeds our clients' requirements. **As requested by the City of Las Cruces, ATHENA can ensure a temporary employee's availability within one business day and four hours. Additionally, ATHENA acknowledges the City's option to fulfill the requirement through other qualified sources if necessary.**

### *Onboarding*

ATHENA understands the importance of providing quick and efficient staff onboarding services to avoid any disruption to daily operations. We provide an orientation for new hires prior to their commencement of assignment with their worksite employer. **ATHENA trains and orients all personnel on relevant rules, regulations, and policies of the client. As requested by the City of Las Cruces, ATHENA provides written acknowledgment of receipt of this information by the employee.**

ATHENA conducts its employee onboarding process entirely through electronic services, which includes setting up new hires in the timekeeping system, completing background

screenings, and verifying employment and education. This process ensures that employees are well-prepared to start work at the client's office by orienting them to ATHENA's internal policies, procedures, and client-specific requirements. Training covers various aspects such as understanding the role of ATHENA contractors, maintaining accurate time records, adhering to customer service standards, discrimination and harassment, respectfulness, and ensuring work-related safety protocols. Additionally, each employee receives the ATHENA Policy and Procedure Handbook and a project-specific Addendum tailored to the individual contract. This comprehensive orientation program ensures a shared understanding among staff members and compliance with all necessary training requirements.

During onboarding, we also inform the staff of the client's dress code, badging and security requirements, and other site-specific information such as location, on-site client supervisor, work hours, break times, etc. Additionally, we emphasize the job requirements that were identified and assessed during the selection process, including appropriate business etiquette for communications, time management, reliability, punctuality, and customer service.

### *Appropriate Attire and Safety*

Prior to orientation, each contract employee is provided with the specific requirements of their position, including proper work attire (as specified by the work order). **This includes any required safety items or personal protective equipment as needed.** During the ATHENA contractor orientation, employees receive training emphasizing the significance of adhering to safety protocols and complying with client operating policies, procedures, and safety guidelines. The repercussions of failing to comply with these standards are communicated.

### *Assignments & Working for ATHENA at a Client Site*

New hires are reminded that they are not regarded as clients' employees and, consequently, do not have access to the same privileges or benefits. Additionally, we clarify that their daily tasks and job assignments are provided by their on-site client supervisor. If employees have inquiries regarding their job responsibilities, they are instructed first to consult their on-site client supervisor, followed by ATHENA.

Furthermore, we also explain to new hires that ATHENA manages their pay, timekeeping, and benefits. We emphasize the importance of always displaying their company identification badge while on the client premises, and we explain that there may be instances where they are escorted as necessary within client facilities. Prior to commencing work at any facility, all ATHENA personnel receive this overview. Our staff are also informed that they are not permitted to use their personal laptops or devices without prior approval from the on-site client supervisor. **In addition, staff are informed they must limit personal mobile phone calls to emergency calls while on duty. ATHENA also informs staff of the need to conform to all fire and safety/security regulations while on client premises.**

### *Tracking Employee Performance*

Once a temporary staffing request is fulfilled with a qualified candidate, it is understood that this employee is assigned to an on-site client supervisor. The on-site client supervisor then provides the employee with tasks, responsibilities, and job expectations. Concurrently, ATHENA's Account Manager offers supervision, training, and assistance to the assigned

employee. The Account Manager collaborates closely with the on-site client supervisor, maintaining open lines of communication to ensure the selected employee's success in their role. Any issues or concerns regarding the ATHENA employee are addressed through discussions between the Account Manager and the on-site client supervisor to determine the appropriate course of action.

Following placement, ATHENA conducts regularly scheduled check-ins with our staff and site supervisors, including first day, first-week, two-week, and four-week check-ins, as well as periodic site visits.

### *Benefits Available to ATHENA Staff*

ATHENA is one of the few temporary staffing agencies that provide a robust offering of benefits to their employees after a short 60 days of employment. We find that providing such benefits plays a vital role in minimizing employee turnover and encouraging continuity in their current roles and client assignments. This decrease in turnover not only boosts productivity for the client by increasing overall work hours but also reduces the need for additional training time, enabling employees to fulfill their job assignments more efficiently. Our benefits include:

- Health and Vision Insurance
- 401K
- Pet Insurance
- Life Insurance
- Short-term Disability Insurance
- Long-term Disability Insurance
- Voluntary Life and AD&D Insurance
- Employee Assistance Program
- Working Advantage Discount Program

### *Payroll and Timekeeping*

ATHENA utilizes Paycom, a robust solution for managing human resources, electronic timecards, benefits administration, payroll, and regulatory (i.e., ACA) compliance. With a single login to all components, Paycom eliminates administratively burdensome back-office processes, including the administration and maintenance of employment and payroll records, payroll processing, and remittance of payroll and taxes.

Utilizing Paycom, ATHENA can efficiently provide accurate information and reporting as needed by our clients. Paycom enables ATHENA to reduce the cost and complexity of workforce management, allowing ATHENA to focus on providing outstanding staffing and temporary staffing services to our clients.

ATHENA uses Paycom's web-based timekeeping component for all our payroll services. Employees and approving on-site client supervisors can easily access this component electronically from any computer or smart device with internet access. ATHENA establishes the system for both the employees and supervisors, providing instructions on how to log in, enter time, make corrections, and submit approved timecards.

We can process payroll on a variety of cycles, including weekly or semi-monthly, depending on the contract and client specifications.

Employees can opt for electronic direct deposit for their pay. ATHENA sends email reminders to employees and on-site client supervisors each pay period to complete and verify timecards. Employees input their work hours, breaks, and lunch daily, with Paycom calculating the total hours worked. At the end of the pay period, employees review and correct their timecards for accuracy. Once verified, the timecards are sent to on-site client supervisors for approval. Supervisors can approve or reject timecards, and those with multiple employees can review and approve all timecards at once.

**ATHENA ensures that all employees are compensated in accordance with the requirements of the Fair Labor Standards Act (FLSA), minimum wage requirements, and all applicable laws.** As requested by the RFP, ATHENA ensures temporary staff are compensated in accordance with New Mexico State Law, the New Mexico Workers' Compensation Act, and the City's minimum wage ordinance. Additionally, ATHENA ensures that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status.

### *Employee Self Service Portal*

Paycom offers a convenient and easy-to-use Employee Self-Service Portal where employees can view their personal information, benefits, and pay history. Employees can also edit their address and contact information, federal and state tax withholdings, and print their pay stubs and W-2s without having to request such documents from Human Resources. When an employee initiates a change through the Employee Self-Service Portal, Human Resources is notified and requested to approve the change. Once the change has been approved, the employee is notified via email. Employees no longer employed with ATHENA still have the option to view (but not edit) their information in the self-service portal.

### *ATHENA's "No Risk" Transition Plan*

ATHENA offers a "No Risk" Transition solution for employees currently employed by an incumbent vendor, ensuring a smooth transition without adverse effects on job performance or satisfaction. We have successfully transferred over 500 staff and observed increased satisfaction among those who transitioned to ATHENA. The transition plan involves several steps, including initial planning meetings, determining timing for assuming employees, establishing communication processes, conducting transition meetings, evaluating employee performance, determining employee supply and demand, and onboarding transitioning employees. We integrate the plan with the client to support ongoing performance. This process is tailored to meet the needs of clients and aims to ensure operational continuity and employee satisfaction throughout the transition.

### *Problem Resolution Process*

ATHENA, drawing on over 21 years of temporary staffing expertise, has established a comprehensive Problem Resolution Process. Central to this process is the designated Account Manager, serving as the primary point of contact for any concerns. With consultation from the Human Resources Department, the Account Manager is authorized to act on employee-related matters. They also coordinate with the Financial Department to resolve billing discrepancies. Common issues, such as staff capability or attendance, are promptly

addressed through either removal or warning, fostering proactive collaboration with clients to identify and correct negative trends early. ATHENA closely monitors timecard hours, conducts surveys with employees to address concerns promptly, and **dispatches replacement workers if needed (within two working days).** Moreover, ATHENA promptly resolves any invoice discrepancies or payment issues, ensuring efficient resolution and client satisfaction.

### *Reporting*

Our reports are customized to suit the unique requirements of each client. Upon receiving a contract, the ATHENA Transition Team arranges a kick-off meeting with the designated City staff. This session serves as a platform for collaborative discussions regarding the development of reports tailored to the client's precise specifications. The Reporting table shown here outlines the standard information included in these reports. We have the flexibility to provide additional customization as required. **Upon request, ATHENA provides a monthly report detailing the acquisition activity governed by the contract. The report format is subject to City approval and includes the quantity and dollar value of each contract item categorized by individual department.**

| Reporting | |
|---|---|
| **Identifying Information** | Supplier Name |
| | Invoice Number and Date |
| | Remit address for payments |
| | Payment terms, including discounts |
| | Name of City Department ordering services |
| | Contract number and purchase order number |
| | Description of services related to payment requests |
| | Amount requested |
| | Associated timesheets for the billing period |
| **Staffing Information** | Employee First and Last Name |
| | Occupational Category |
| | Hourly Rate |
| | Assignment Start Date |
| | Projected End Date |
| | Approved Extension Date – when applicable |
| **Hours and Billing** | Total Hours Worked in Statement Period |
| | Total Amount Charged to City for Statement Period |
| | Total Hours Worked in Entire Assignment |
| | Total Amount Charged During Assignment |

### *ATHENA Invoices*

Monthly proforma invoices are generated via Paycom, categorizing all employees by client, location, and division, and organized by either purchase order (PO) numbers or client-requested sequence. These invoices provide comprehensive details for the final invoice, including employee name, position number, assigned PO number, billable hours, and rates. Completed time and attendance forms for all ATHENA employees are included with the monthly invoices and sent to the client Contract Manager or designated recipient.

Billable hours are inputted into the accounting software invoice template, which automatically updates the PO budget per employee. Following the generation of final invoices, ATHENA reviews the updated PO Status Report to ensure proper assignment of supplementary POs and adherence to PO budgets. This process prevents ATHENA from filing claims for employees exceeding the PO budget and aids in predicting budget shortages for specific employees. In addition, it enables ATHENA to inform on-site client supervisors of necessary position terminations or extension requests.

Final invoices, accompanied by signed timesheets (arranged by PO numbers), are emailed within 10 days after each pay period's closure. The integration of outsourced timekeeping and payroll systems provides ATHENA with an efficient tool for creating and submitting

government reports promptly without additional labor. This operational efficiency allows the company to operate with minimal overhead, enabling the provision of exceptional temporary staffing services at competitive rates to valued clients.

**ATHENA commits to providing a clear and detailed invoice to both the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis, with the minimum requirements included, as requested by the City of Las Cruces**. The minimum requirements for the invoice include:

- Company name, address, and contact information
- City bill-to name and contact information
- Dates of service
- Name and title of the hire, along with hours worked and hourly rate
- Extended price
- Total amount

### *ATHENA Assurances*

ATHENA commits to providing the City of Las Cruces with comprehensive operational, financial, and quality assurances for the temporary employment services contract. This includes hiring qualified local residents, reassigning current temporary staff to ATHENA, and ensuring transparency in hiring timelines and spending. ATHENA pledges to support the city's growth, cover all costs for drug screening and background checks, ensure timely payroll processing, and maintain capacity to support seasonal and other personnel needs. **Additionally, ATHENA recognizes and respects the City's right to hire a temporary employee without paying a finder's fee or any other compensation, after the employee has provided no less than ninety (90) days of temporary service to the City.**

### *Insurance*

ATHENA carries insurance coverage for Worker's Compensation, Commercial General Liability, Commercial Auto Liability, and Professional Liability Insurance. We confirm that we will maintain the required limits of these insurances at our own cost and expense throughout the term of the Agreement. Proof of insurance will be provided to the City of Las Cruces upon contract award.

## 2. Qualifications of Key Personnel

The key personnel proposed to manage this engagement have decades of experience managing temporary staffing contracts.

**Mr. Mark E. Elvin, with more than 41 years of experience, is the main point of contact for the City of Las Cruces.** Mr. Elvin ensures transparent communication channels and manages all contract and compliance-related matters.

Ms. Colleen Mathias, with more than 20 years of temporary staffing experience, serves as the Project Manager for this contract. She oversees recruitment, interviewing, background screenings, employment verifications, and compliance with policies and procedures.

Mr. Elvin and Ms. Mathias are supported by our Chief Executive Officer, Ms. Melissa Pappas, our Chief Delivery Officer, Ms. Ashley Notthoff, and our Chief Financial Officer, Mr. Stephen McCain, who have more than 135 years of combined experience. Descriptions of key personnel are featured below.



### *Melissa Pappas, Chief Executive Officer*

Melissa Pappas, the Chief Executive Officer of ATHENA, assumes the role of Executive Manager, holding ultimate corporate responsibility for all operations and financial matters within the organization. Ms. Pappas has more than 33 years of experience working with state and local human service agencies in the roles of recruiting, training, and program management. She has significant experience recruiting senior, mid, and entry-level professionals for government agencies. Ms. Pappas holds a Master of Social Work from the University of Chicago. Presently, Ms. Pappas' role and responsibilities include overseeing the company's operations, financial capability, and growth. She creates quality-focused company policies and implements innovative solutions to adapt to the complex landscape of recruiting and staffing.



### *Mark E. Elvin, Chief Officer for Strategy and Growth*

Mark E. Elvin is the Chief Officer for Strategy and Growth at ATHENA. With over 41 years of expertise in strategy development, growth initiatives, contract and client management, and project oversight, he is responsible for serving as the primary liaison between ATHENA and the City. Mr. Elvin oversees all contract-related activities, including negotiations, amendments, and compliance. Mr. Elvin plays a crucial role in ATHENA's overall growth strategy, emphasizing the importance of maintaining strong relationships with existing clients. He has a Bachelor of Arts degree in Political Science from Albright College and a Juris Doctorate degree from Widener Law School. Furthermore, Mr. Elvin has contributed as an instructor at the University of Pennsylvania School of Law and remains active in various legal and human services organizations across the United States.



### *Ashley Notthoff, Chief Delivery Officer*

Ms. Ashley Notthoff is the Chief Delivery Officer at ATHENA and has over 28 years of experience in recruiting and staffing management. She joined ATHENA in July 2020 with a commitment to maintaining the company's tradition of delivering excellent customer service and a client-focused operational approach. Ms. Notthoff has experience in various areas of temporary staffing services, from recruitment to operations. Her responsibilities include overseeing candidate recruitment, employee training, client satisfaction, the Quality Improvement Plan, and human resources. She holds a Bachelor of Science degree in Marketing and Advertising from California Lutheran University.



### *Stephen McCain, Chief Financial Officer*

Mr. Stephen McCain is the Chief Financial Officer of ATHENA and possesses over 13 years of experience in contract and fiscal management, including seven years in the staffing industry. He is responsible for developing financial models and overseeing all fiscal aspects of ATHENA, including accounts payable, resolution of fiscal-related issues, and ensuring exceptional customer service delivery. He manages billing integrity and oversees the accuracy of the billing process. Mr. McCain previously served as a Manager at Price Waterhouse Coopers and holds a Bachelor of Science degree in Accounting and Finance, as well as a master's degree in accounting from Abilene Christian University. He is also a certified CPA in the Commonwealth of Virginia.



### *Colleen Mathias, Project Manager and Account Manger*

Ms. Colleen Mathias serves as the Project Manager and Account Manager for this engagement. Ms. Mathias has over 30 years of experience in project management, including more than 20 years of experience in managing human services projects nationwide. Notably, her background includes 20 years of experience in government contracting, serving diverse populations and staff across both government and private sector contracts. Her expertise includes oversight of national government contracts, where she supports clients, staff, and contract needs by implementing sound business practices and establishing reliable interventions and approaches. Ms. Mathias also excels in building strong and effective teams of professionals. Furthermore, she provides comprehensive support and guidance to all staff assigned to contract work, which includes recruitment, interviewing, background screenings, employment verifications, and ensuring compliance with policies and procedures. Ms. Mathias holds a Bachelor of Science degree in Social Work from Radford University in Virginia. She also holds a certification for PMP (Project Management Professional) Training, from the Project Management Institute.

| STAFF NAME | CORPORATE TITLE | on cer | | RI | C | R | M | M | FIN |
|---|---|---|---|---|---|---|---|---|---|
| Melissa Pappas | Chief Executive Officer | 5% | 33 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Mark E. Elvin, Esq. | Chief Officer-Strategy and Growth | 8% | 41 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Ashley Notthoff | Chief Delivery Officer | 20% | 28 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Stephen McCain | Chief Financial Officer | 7% | 13 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Colleen Mathias | Account Manger | 100% | 21 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

## 3. Past Performance

ATHENA has a proven record of providing temporary staffing services to dozens of city, county, and statewide government entities since our inception in 2002. ATHENA is pleased to provide the City of Las Cruces with five client references that demonstrate our consistent delivery of professional and reliable services as required for temporary staffing contracts similar to those requested under this RFP. We provide contact information including project names, cities/towns, or states, duration, date of work, scope of the work/services performed, and contact names and telephone numbers for selected contracts below.

We highly recommend that the City reach out to these contract administrators and managers who can offer first-hand insight into our ability to fulfill the services outlined in the RFP. Furthermore, we are happy to provide additional references upon request should you require more information.

| | |
|---|---|
| | **Mayor's Office of the City of Baltimore. MD** |
| **SCOPE OF WORK** | ATHENA provides case managers, shelter monitors, administrative assistants, clerical and human services managers, and shift managers to aid with the city shelter programs and facilities |
| **CONTRACT PERIOD** | April 2020 – Present |
| **ADDRESS** | 100 Holliday Street<br>Baltimore, MD 21201 |
| **CONTACT INFORMATION** | Elise Gillespie, Deputy Director of Administration; 410-299-5787; Elise.Gillespie@baltimorecity.gov |

| | |
|---|---|
| | **Montgomery County Department of Health and Human Services, Maryland** |
| **SCOPE OF WORK** | ATHENA provides case managers, navigators, and other contract staff for Health and Human Services |
| **CONTRACT PERIOD** | 05/13 - 06/17 & 1/1/18-12/31/24 |
| **ADDRESS** | 400 Hungerford Drive, 6th Floor |
| **CONTACT INFORMATION** | Patrick M. Campbell, Deputy Chief Operating Officer; 240-777-1622; Patrick.Campbell@montgomerycountymd.gov |

| | |
|---|---|
| Maryland Department of Transportation | **MDOT On-Call Temporary Contingent Labor Services** |

| | (ADPIVS #J01BY400039) |
|---|---|
| SCOPE OF WORK | ATHENA was one of the two contractors selected through a competitive bidding process to provide on-call temporary labor services for 25 administrative labor categories across six operating divisions within the Maryland Department of Transportation (MDOT). Upon contract award, MDOT had over 160 temporary employees, requiring a seamless transition to the selected contractors. |
| CONTRACT PERIOD | 4/1/17 – 9/30/24 |
| ADDRESS | 7201 Corporate Center Drive, Hanover, MD 21076 |
| CONTACT INFORMATION | Joy Abrams, Procurement Manager; 410-865-1129; jabrams@mdot.state.md.us |

| | Veritas |
|---|---|
| SCOPE OF WORK | Veritas has contracted with ATHENA to provide Child Support Case Managers in Baltimore County, MD. |
| CONTRACT PERIOD | 12/1/2017 – 2/28/2025 |
| ADDRESS | 1120 Lincoln Street, Suite 1300, Denver, CO 80203 |
| CONTACT NAME | Tim Hansen. VP of Human Resources; 303-830-1400; thansen@veritas-hhs.com |

| | Virginia Department of Health |
|---|---|
| SCOPE OF WORK | In 2019, ATHENA was selected as a contractor to provide all of Virginia's state agencies with a vast list of temporary staffing positions ranging from custodians and secretaries to scientists and media specialists. ATHENA has a 100% fulfillment rate for this contract for all positions requested. |
| CONTRACT PERIOD | 2019 - Present |
| ADDRESS | 109 Governor Street, Richmond, VA 23219 |
| CONTACT INFORMATION | William Edmunds, Director of Process Evaluation & Oversight; 804-221-1582; william.edmunds@vdh.virginia.gov |

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

20+ YEARS
ATHENA
CONSULTING & STAFFING SPECIALISTS

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CITY OF LAS CRUCES

ATHENA 20+ YEARS CONSULTING & STAFFING SPECIALISTS

# 1. ATHENA STAFF BENEFITS

ATHENA 20+ YEARS CONSULTING & STAFFING SPECIALISTS

ATHENA's core value is to Make our Employees' Lives Better, which is why we are excited to present our 2024 Benefit Plans! Our benefits philosophy is centered on providing you with a high-value, market-competitive benefits package that reflects our commitment to your well-being and overall job satisfaction.

| Benefit Name | Benefit Description | |
|---|---|---|
| Medical | We offer 3 Cigna managed High Deductible Health Plans (HDHP) that are eligible for Health Savings Account (HSA). A 4th plan is an Open Access Plan (OAP) with a low deductible and co-pay options. | |
| Prescription Drugs | Prescription Drug coverage is included for all who enroll in a Cigna Medical Plan. | |
| Health Savings Account (HSA) | If you enroll in one of the HDHP plans, you are eligible to participate in and contribute to a Health Savings Account (HSA) offered through HSA Bank. | |
| Dental | Dental & Vision coverage is offered through MetLife. | **Dental:** ATHENA offers two dental plans. Our High Plan includes orthodontic coverage for both kids and adults. |
| Vision | | **Vision:** This coverage offers one eye exam and one set of lenses and one pair of frames every 12 months. |
| Health Flex Spending Account (FSA) | A Flexible Spending Account (FSA) is a savings account for health care expenses. You are not taxed on the money put into the FSA, and you can use the account to pay for qualified out- of-pocket health care costs, such as your deductible and copays. | |
| Dependent Care Flexible Spending Account | A Dependent Care FSA (DCFSA) is used to pay for childcare or adult dependent care expenses that are necessary to allow you and your spouse, if married, to work, look for work or attend school full-time. | |
| Commuter Benefit Account | The Commuter Benefit Account (CBA) can reimburse you for allowable commuter and transit costs with tax free dollars! This allows you to set aside pre-tax funds to pay for qualified mass transit and parking expenses associated with your commute to work. | |
| Life and Accidental Death & Dismemberment (AD&D) Insurance | Basic & Voluntary Life and AD&D insurance is issued by Prudential. ATHENA provides $10,000 basic life & AD&D coverage to **all employees at no cost!** Voluntary life policies are also available to employees, spouses and children. Initial enrollment period allows employees to waive evidence of insurability for amounts up to 5x employee salary or $500,000, whichever is lower. | |
| Short-Term Disability (STD)<br>Long-Term Disability (LTD) | Both disability plans provide supplemental income should you be unable to work due to non-work-related injury or illness. | **STD**: Disability benefits pay after 7-day wait period and pays the lesser of either 60% of your weekly earnings or the maximum disability benefit of $1,500/week. |
| | | **LTD**: Disability benefits pay after 90 days of continued incapacity and pays the lesser of either 60% of your weekly earnings or the maximum disability benefit of $7,000/month. |
| Employee Assistance Program (EAP) | Guidance Resource manages our Employee Assistance Program (EAP) and is one of the benefits available at to all employees and their families **at no cost!** Services, such as counseling, legal and financial consultations, and wellness coaching are included. | |
| Pet Insurance | Pet Insurance is offered by Nationwide and provides complete or à la carte coverage for canine, feline, aviary, and exotic pets. | |
| 401(k) Retirement Plans | Standard 401(k) and Roth retirement plans, administered by Ascensus and Merrill Lynch, are available to full- and part-time employees over the age of 21 on the first of the month following 4 months of employment. ATHENA matches employee contributions 100% of the first 3% and 50% of the next 2% of employee contributions, up to a maximum of 4%. | |
| Working Advantage Discount Program | You will find deals on everything from Apparel to Zoo admission! Just *Become a member*, and enter the company code (*ATHENAPERKS*), and VOILA! | |

Eligible Full-Time employees, work an average of 30 or more hours per week. Employees on a leave of absence must maintain the requirements to continue eligibility while off work. Please review plan documents for complete details.

Rev. 01.2024

20 Years 506 Main Street, Suite 215, Gaithersburg, Maryland 20878 p: 301-216-9654 athenaconsultingllc.com

CITY OF LAS CRUCES

ATHENA

# 2.ATHENA PRICING ASSUMPTIONS for LAS CRUCES

In the table below, ATHENA provides a suggested pay range and bill range for the positions identified by the City. We also include a markup rate for other positions that may be requested by the City.

ATHENA understands the need to negotiate hourly wages with department hiring managers. We further understand that the current minimum wage in Las Cruces is $12.36/hour. In addition, ATHENA assumes that Las Cruces may wish to maintain some or all of the existing temporary staff working under the existing contract.

With these assumptions in mind, ATHENA proposes the following approach to determine hourly rates for staff.

**Existing Staff**: Existing staff are working for a pay rate that was negotiated and approved by the department hiring manager. ATHENA proposes to transition these staff using the mark-up rates outlined in the table below, while working with department managers to determine appropriate pay rates, ensuring that all workers are at a level that meets or exceeds the current minimum wage.

**New Staff**: The table below outlines our estimates for the current market rates for positions identified by the City in Amendment 1. Our plan includes working with hiring managers to negotiate a salary acceptable to the City.

Our price is based on weekly invoicing, and covers all administrative charges related to payroll including for example required withholding including FICA, state unemployment tax, and insurance

| City of Las Cruces: ATHENA Consulting LLC | | | |
|---|---|---|---|
| **Suggested Market Rate for New Hires** | | | |
| **Position** | **Pay Rate Range Low to High** | **Markup Rate** | **Bill Rate Range Low to High** |
| Accountant (journey level) | $21.60 - $27.00 | 29% | $27.86 - $34.83 |
| Accounting Technician | $20.00 - $26.00 | 29% | $25.80 - $33.54 |
| Accounting Clerk | $14.00 - $18.00 | 29% | $18.06 - $23.22 |
| Administrative Assistant | $16.00 - $20.00 | 29% | $20.64 - $25.80 |
| Transcriber (general) | $20.50 - $24.00 | 29% | $26.45 - $30.96 |
| Engineer | $34.00 - $40.00 | 29% | $43.86 - $51.60 |
| Engineering Technician | $26.00 - $30.00 | 29% | $33.54 - $38.70 |
| Custodian | $12.36 - $15.00 | 29% | $15.94 - $19.35 |
| General Laborer | $12.36 - $17.00 | 29% | $15.94 - $21.98 |
| Special Events Staff | $12.36 - $25.00 | 29% | $15.94 - $32.25 |

Additional Administrative/Clerical Positions: 29% Markup
Additional Light Industrial Positions: 29% Markup

## ATHENA Core Values



EXHIBIT "C"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Cogent Infotech Corporation, of 1035 Boyce Road, Suite 108, Pittsburgh, PA, 15241, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | Cogent Infotech Corporation<br>1035 Boyce Road, Suite 108<br>Pittsburgh, PA 15241<br>ATTENTION: Justin Acord, Executive Vice President |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

COGENT INFOTECH CORPORATION

BY: _____
Justin Acord
Executive Vice President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/25/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

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cogent infotech



20 ANNIVERSARY

Proposal Response For:

Request for Proposal
RFP NO.: 23-24-047
Temporary Employment Services

Proposal Due By:
April 23, 2024 by 4 PM

Proposed To:
City of Las Cruces
Attn: City Purchasing Section Bid Clerk
Email: bidclerk@las-cruces.org

# TECHNICAL PROPOSAL

CMMI ML 3 APPRAISED

COGENT Infotech Corporation
Justin Acord, Executive Vice President
HQ: 1035 Boyce Road, Suite 108, Pittsburgh, PA 10281
Email: govt-bids@cogentinfo.com | Phone: (412) 889-7700
Website: www.cogentinfo.com

2022 Best CEOs for WOMEN | 2022 Best Company HAPPINESS | 2022 Best CEOs for DIVERSITY | 2022 Best Company PERKS & BENEFITS | 2022 Best Company LEADERSHIP | 2022 Best Company CAREER GROWTH | 2022 Best Company COMPENSATION



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# CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Temporary Employment Services**

**RFP NO.:** **23-24-047**

**DUE DATE/TIME:** **April 23, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1,2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Cogent Infotech Corporation

1035 Boyce Road, Suite 108

Pittsburgh, PA 15241

Justin Acord

Authorized Signature

Justin Acord

Typed or Printed Name

Executive Vice President

Title

Govt-Bids@cogentinfo.com

Email Address

Telephone number 412-889-7700 Fax number 412-774-1515

NM Tax & Revenue Dept. CRS # Applied for CRS #

Current NM Secretary of State Business ID # Applied for Business ID # (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 32-0083904 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

## Cover Letter

**City of Las Cruces**
**City Purchasing Section Bid Clerk**

**Date:** April 23, 2024

**Subject:** Cogent Infotech's proposal to Request for Proposal for Temporary Employment Services.

Cogent Infotech Corporation ("Cogent") is pleased to submit our proposal for the City of Las Cruces' Request for Proposal for Temporary Employment Services. As an **ISO 9001; 20000; 27001 Certified, and recognized MBE** certified Firm from National Minority Supplier Development Council (NMSDC), Cogent has a strong understanding of the City's goals to select the qualified employment agencies who can secure qualified and competent temporary workers promptly and efficiently for the City's Temporary Employment Services. We are committed to becoming a strategic partner that fulfills and exceeds the expectations outlined in your RFP.

Cogent, with over **20+ years of experience** in the staffing industry, has established itself as a leader in providing comprehensive staffing solutions to various clients, including 160+ public entities. Our mission is to support our clients in achieving their operational objectives by providing highly skilled and vetted temporary employees tailored to meet specific needs. We recognize the critical importance of having the right personnel, especially in public service roles where every position impacts the community's well-being. Our approach is centered on understanding the unique requirements of the City ensuring that all temporary employees supplied not only meet the specified qualifications but also align with the city's values and commitment to service. We have a rigorous selection and vetting process, which includes thorough background checks, skill assessments, and personal interviews to ensure a perfect match between the candidate and the job role. Cogent will have a strong focus on providing the best candidates in the shortest turnaround time to meet the temporary staffing needs of the City.

Cogent possesses extensive expertise in Temporary Employment Services throughout the United States, catering to a wide range of clients with our specialized services. Our established history in this field highlights our robust ability to meet and exceed the distinct needs of diverse organizations. Our in-depth knowledge of the Temporary Employment sector, combined with a dedication to delivering high-quality services, positions Cogent as a leading provider, adept at connecting clients with outstanding executive talent to propel their businesses to new heights. Having significant experience with diversified services, we have developed a very strong bonding with the State of New Mexico through the following contracts/clients:

| | |
|---|---|
| City of Albuquerque – Temporary Staffing Services | State of New Mexico General Services Department - Temporary Employment Services |

Cogent proposes to develop a customized, seamless solution that enhances your entire procurement process, without sacrificing the core values that have attributed to your success. Because of our unique staffing approach, the City's will continue to realize significant savings in time, money, and effort with no disruption to business.

Cogent prides itself on its responsive and adaptable service model, which allows us to meet urgent staffing needs efficiently. We are prepared to provide a single point of contact for all staffing requests, ensuring clear communication and swift action to fulfill the City's requirements. Our team is committed to working closely with the City to ensure seamless integration of our temporary employees into your operations, minimizing disruptions and maximizing productivity. In addition to our commitment to providing high-quality staffing solutions, Cogent is also dedicated to

compliance with all federal, state, and local regulations, including the City's Living Wage Ordinance and non-discrimination policies. We understand the importance of being a responsible partner and employer and are committed to upholding the highest standards of integrity and professionalism.

Cogent affirms that the information and data provided herein are accurate and have been prepared with the utmost diligence and completeness by the undersigned representative. Should you have any questions regarding our offer, please contact me at (412) 889-7700 or via email govt-bids@cogentinfo.com.

Sincerely,



Justin Acord (Executive Vice President)
**COGENT Infotech Corporation**

## Technical Proposal Content

***Evaluation Criteria 1 – Technical Approach to the requested services***

***To address Evaluation Criteria No. 1 below, provide description of the proposed technical approach of all professional, technical and customary services provided. Methods and results of candidate qualification, including pre-employment testing, screening, and / or assessments should be included.***

**Cogent Response:**

**OUR METHODOLOGY TO FILL A STAFFING NEED**

When the City will provide requirements to COGENT's account manager, clarification about the profile will be discussed. The account manager will review the requirements and upload Position Request Response Form into Job Diva Portal (https://www.jobdiva.com/). Also, our account manager will allocate the requirement to a particular recruiter who is specialized for that particular skill set. The recruiter finds the best fit resumes from various sources. We initially screen for basic requirements, availability and discuss the overall project opportunity. In our 3 reference checks for each qualified candidate, we evaluate factors like Performance, Attitude, Aptitude and Reason for leaving last assignment. On receiving acceptable responses, details are passed-on to our Resource Manager (RM). RM discusses the projects, tools, technologies/application and skills used, and overall role. After an in-depth screening, we further evaluate all related credentials in which we verify education, relevant certification and work authorization status. After complete verification, a candidate is transferred to the SME. SME evaluates the candidate by providing skill-specific online test and discusses technical environment of the client and informs account details, location and all project related information. SME approved candidate is submitted to the client by the designated Account Manager. Client Manager then interviews the candidate. Once we receive the green flag from the client we perform multiple other checks as requested by the client, which may include but not limited to E-verification, Drug Test, Finger Printing and Background Verification.

**OUR RECRUITMENT PROCESS**

COGENT understands that every client is unique and has a unique set of goals. Thus, we do not follow a common recruitment approach for all clients. After an exhaustive analysis of a client's requirements by our Account Manager (AM) and the subsequent meeting with the client's Hiring Manager, a well-thought-out recruitment approach has been crafted. Our process is tailor-made for each of our clients to ensure we deliver the finest, best-fit talent.




Our recruitment process kick-starts as soon as our AM receives a requirement from the client. AM discusses the requirement with the Recruitment Manager (RM) who subsequently creates a skill matrix accordingly. The RM assigns the requisition to our Sourcing Team. Our Sourcing team looks for candidates from a wide range of

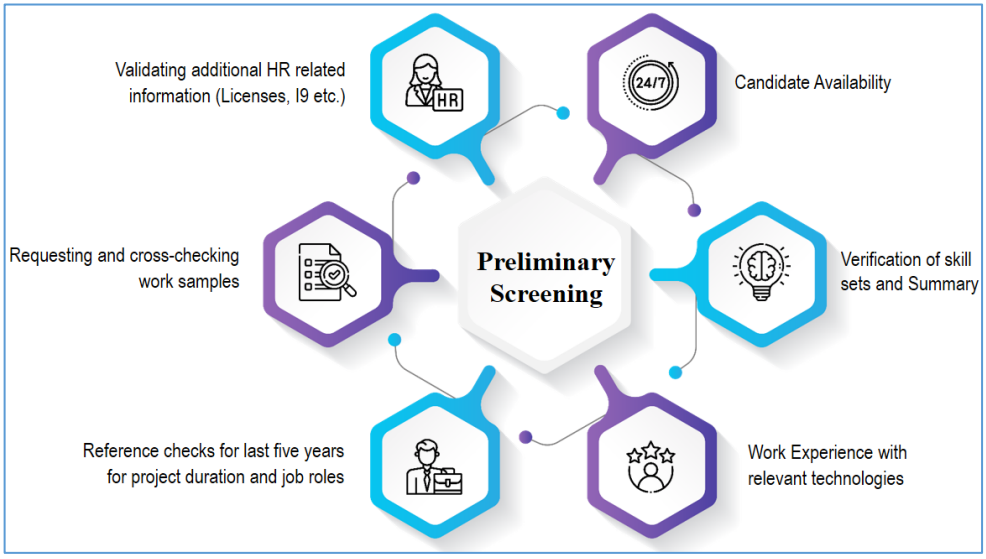
resources utilizing a variety of sourcing techniques. Beside our ever expanding 'COGENT's Talent Pool', we source candidates from job boards, career sites, social media, company websites, networking events, and employee referrals. Our sourcing team continuously submits the best-fit resumes to Recruiters and Recruiter starts preliminary screening. Additionally, HR related information (W2, I-9 etc.) is gathered. Once preliminary screening has been completed, the best-fit candidate details are sent to the RM for in-depth screening. Our RM utilizes his/her strong technical background to conduct a thorough technical screening round with the candidate which includes a detailed discussion of all the candidate's previous projects and skills & technologies used, type of applications the project entailed, and overall role of the candidate on the project. After the in-depth screening process, our RM verifies the credentials of the candidate including but not limited to: educational qualifications, any/all relevant certifications listed on the resume, employment history and eligibility to work in the US. The minute credentials are verified, the RM runs a reference check which gives insight into the candidate's performance, attitude, and aptitude with former employers. We also verify the reason for leaving the last assignment.

After the successful verification, RM submits details of qualified candidate to the Subject Matter Expert (SME). SME then speaks with the candidate to further qualify the candidate and inform the account details, location, project information (technical requirements, functional requirements, type of applications, team size, and other relevant technical/functional information the candidate may have questions about.). Every skill critical to the completion of assigned deliverables is identified and assessed in terms of the level of skill required. Only when it's established that the candidate meets or exceeds the qualification of the position, does the SME approve him/her for submittal to the client. Once we receive the green flag from the client for candidate, we coordinate with the selected candidate for the acceptance, background check (as desired by the client), relocation and project start.

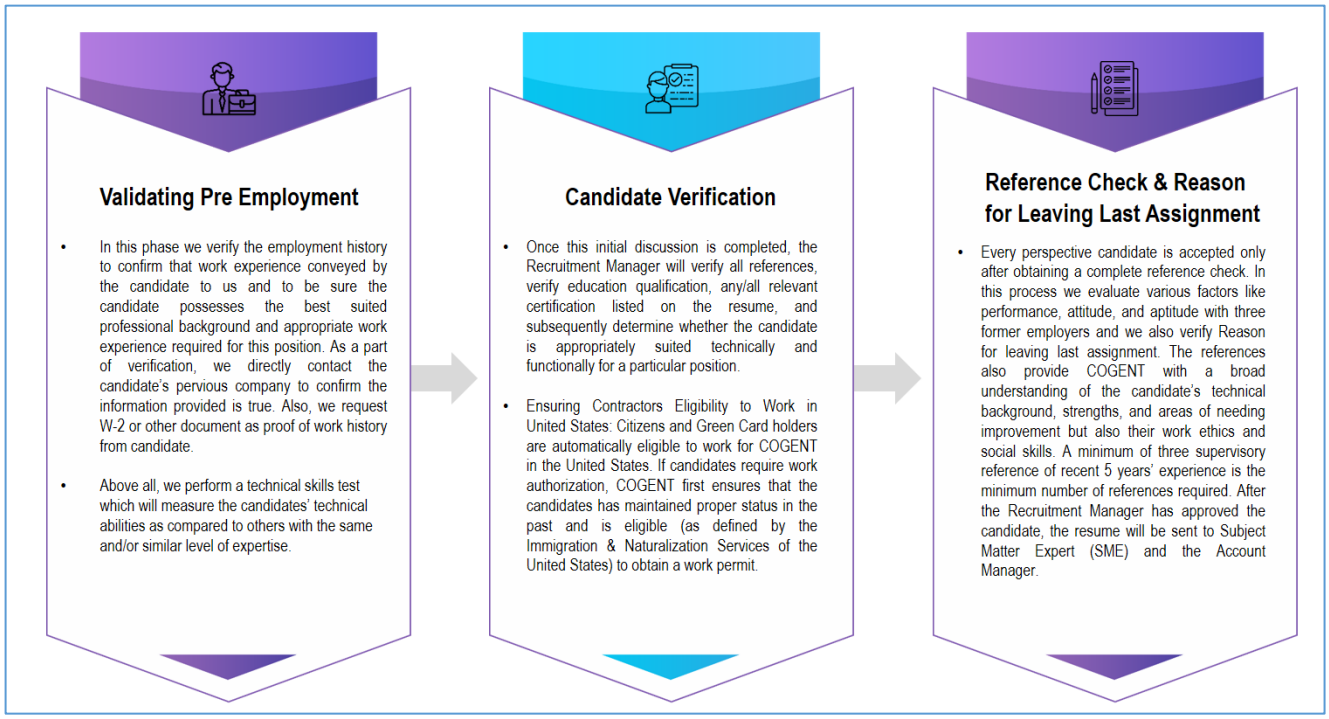
## OUR SCREENING PROCEDURE

At COGENT, we use our proven 3-layered testing and screening framework to assess validate candidates' technical competency. Our process begins with the review of a candidate's employment application and resume, followed by a telephone interview. We also use candidates' social networking profile as a tool in the screening process. Provided below is a pictorial description of the steps we take in testing and screening candidates to ensure they possess all the necessary qualifications and skills, and are a good fit for the job profile.

***Step 1 - Preliminary Screening***




***Step 2 - In-Depth Screening***




***Step 3 - Skill Testing by Subject Matter Expert***

A Subject Matter Expert (SME) is assigned to work with a Sales/Account Executive and designated accounts to become as familiar with the account as the Sales/Account Executive and the technical environment of the client. The SME speaks with the candidate to further qualify the candidate and inform them candidate of the account details, location, project information (technical requirements, functional requirements, type of applications, team size, and other relevant technical/functional information the candidate may have questions about.). Every skill critical to the completion of assigned deliverables is identified and assessed in terms of the level of skill required (a scale of 1 to 4 is used where 1=Proficient and 4=Novice) using the below matrix. Only when it's established that the candidate meets or exceeds the qualification of the position, the SME approves him/her for submittal to the client.

Once the candidate has been approved for submittal to the client by the SME, the SME will recommend to the Sales/Account Executive to submit the candidate to the client for a requirement. Our above-mentioned manual process ensures our clients get only the best resources available in the job market. Provided below is required skill and gap plan that is utilized to evaluate each candidate before sending/assigning them to any project.

| Required Skills and Skill Gap Plan | | | | | | |
|---|---|---|---|---|---|---|
| Required Skill | Skill Level Required | | | | Actual Skill Level | Skill Gap Mitigation Plan |
| | 1 | 2 | 3 | 4 | | |
| | Proficient | Competent | Learner | Novice | | |
| | ☐ | ☐ | ☐ | ☐ | | |

**OUR TESTING PROCESS**

Specific skills assessment is vital for effective applicant screening. With COGENT's commitment to place the most qualified employees, we have invested in an innovative on-line skills assessment program.

Our assessment program expands our evaluation capabilities. The program evaluates applicants from a "Basic" to an "Expert" level of proficiency and features over 800 validated skills assessments, 500 of which are software tests. The available modules are regularly updated, so our assessment capabilities remain current with technology.

This program gives the power to identify and select the most qualified employees to join our team of exceptional people. The system features assessments for IT, clerical, administrative, call center, industrial, healthcare, financial/accounting, legal, and technical job classifications.

Many assessment systems focus on only one dimension of applicants, such as integrity, skills, or personality. The approach utilized in the program is to measure the strengths and limitations of each applicant based on a variety of key dimensions including personality, thinking ability, prior experience, skill sets, and situational judgment.

**SKILL BASED ASSESSMENTS**

We check for below mentioned traits while evaluating a candidate based on skills.

- Relevant job experience
- Skills and ability to perform the tasks
- Ability and competency levels
- Specific hard skills needed to perform the job

**BEHAVIOURAL ASSESSMENTS**

We check for below mentioned traits while evaluating a candidate based on behavior.

- Personality
- Team Orientation
- Judgement
- Customer Focused
- Reliability
- Culture Fit
- Motivation
- Predicting the likelihood of candidate

Customized evaluation groups are also available. COGENT works with each client to determine which assessments are best to administer, based on open positions. We define the minimum passing score for each, ensuring that all temporary employees are the best possible fit for the job. The customized battery of evaluations can then be included as part of the ongoing screening process for the customer.

## OUR INTERVIEW PROCESS

COGENT conducts detailed telephone interviews with prospective candidates to gain a full understanding of their skills, experiences and aspirations; if they match client's requirements, we will fully brief them about the role, client and project. Cogent presents pre-screened candidates to client in the format which the client chooses, which can be through online Applicant Tracking System (ATS) or emailed in a certain format. Referring to the previous point, we never submit the resume of an applicant who has not been briefed about the role, client and project. Once client reviews the profiles submitted and selects the candidates, Cogent coordinates the interview process for client. It includes but not limited to arranging telephone/skype, in-person interviews and facilitating remote technical assessment where required. COGENT also proactively coordinate the process of collecting and disseminating post-interview feedback from both candidates and interviewers.

Once we receive green flag from the client we perform multiple other checks as requested by the client, which may include but not limited to E-verification, Drug Test, Finger Printing and Background Verification (i.e. SSN validation, federal criminal, criminal felony & misdemeanor, employee credit, national Sex offender registry & Widescreen Plus). If a candidate has an alias name, we conduct the other 3 checks again under the alias name. We also conduct illegal substance testing in the US for all confirmed candidates.

## OUR BACKGROUND CHECK PROCESS

COGENT has a well-defined and documented Reference and Background Check Process. Under this process Qualified Personnel are subjected to a mandatory pre-employment reference and background check. Reference and Background

Checks for Qualified Personnel are conducted by our HR department and results are stored in a secured centralized location on our internal server. Reference and Background checks are conducted before hiring of the employee and are repeated annually. Detailed below our reference and background check:

**Reference Check**




We will carry out a thorough reference check for every candidate that is submitted for client consideration. **We ask the candidates to provide minimum three (3) positive references of their previous organizations a**nd our recruitment manager contacts the references to gather insight regarding the candidate. Each candidate's last three (3) places of employment are documented on the application, with salary range (where allowed by law), dates of occupation, and supervisors for reference check.

**Background Check**



COGENT every consultant is required to provide at least three positive professional references which will be cross-checked for selected candidate, depending upon State requests. Our reference checks process includes steps that must be taken to uncover any drug problems and criminal history. Under this policy, depending upon the State requirement, candidates are subjected to compulsory pre-employment background checks. Following are the important steps followed in this regard:

**Background Checks for candidates are conducted for:**

- Citizenship or Legal Working Status
- Driving and Vehicle Records
- Criminal, Arrest, Incarceration, and Sex Offender Records
- Drug Tests
- Education & Employment Records
- Financial Information
- Social Security Number

The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in the Background Check Policy. An independent agency is mandated the task to perform background check on the candidates. The agency after performing the checks provides the results to COGENT. COGENT notifies the client in writing regarding the result of the background checking conducted. The candidates successfully clearing the background check proceed to join the client.

In addition, if the candidate has worked with State in the past, we use to conduct reference check with them to ensure that the candidate performance, professional appearance, working ability and change-readiness. Based upon the feedback of this reference check, candidature of the candidate is processed. For COGENT State contract is the priority and staffing them with the exact matched resources is the key to successful accomplishments of the State's initiatives.

## ON-BOARDING PROCESS

Once the negotiation phase is over, we move on with the candidate on boarding process. This involves all the necessary documentation and steps involved in preparing the candidate to commence work as well as ensure that they assimilate well into the client premises on the first day and beyond. On boarding documentation which we take care of are Letter of Offer, Tax File Declaration Form, employee superannuation form etc.

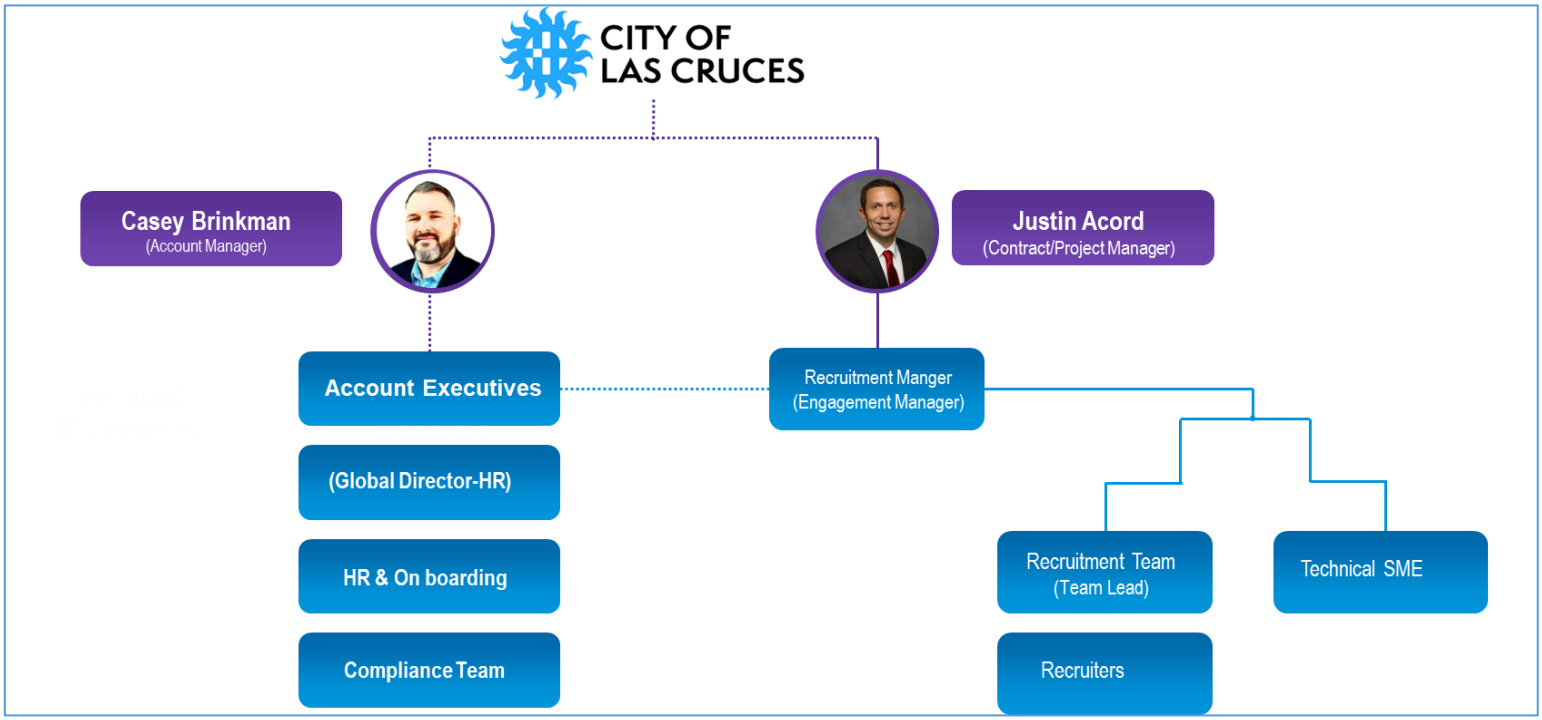
When new staff joins the project, the Account Manager provides an orientation to the project. The orientation discusses the following topics:

- Background of the project.
- Status of the project.
- Specific job duties and expectations.
- Introduction to the staff and consultants.
- Overview of the facility and infrastructure.
- Project processes overview, including time reporting, attendance, and status meetings.
- Review of confidentiality and conflict of interest

***Evaluation Criteria 2 - Qualifications/competence of team members to manage services to be provided***

***To address Evaluation Criteria No. 2 below, provide the names of key personnel who will be assigned to provide the services described herein. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.***

To manage contracts with the City, we have a highly skilled management team who will be responsible for tracking the City's contract requirements. The team will be available to deliver qualified staff as per the various project needs within the specified time limits. Our well-trained staff combines speed and experience to find the best possible talent, in the most demanding niche skill area too. Provided table and organization chart below depicts the number of employees we intend to dedicate to serving the CITY's account and the hierarchy chart of our team to serve the CITY. In this section we have only provided the details of team members who would serve the CITY directly:




Team Cogent will be made up of the following members:

| # | Name & Title | Experience | Management Responsibilities | Percent of time assigned to the project |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 1. | **Name:** Justin Acord<br>Role: Contract/Project Manager<br>**Position:** Executive Vice President | • 17+ Years of Experience as a Recruitment Manager & Technical Recruiter in Government, Healthcare, Insurance, Banking, Energy, Utilities, and IT industry.<br>  • He has successfully led various State of Illinois and other County contracts including but not limited to ***City of Albuquerque, State of New Mexico General Services, Southern California Regional Rail Authority, Tarrant County, State of Florida, City Colleges of Chicago***, and many more. | • Upon contract award and throughout the contract period of performance, Cogent's Executive Vice President, Mr. Justin Acord, along with our Account Management Team, will serve as the interface with the CITY.<br>• He will take care of project deliverable, including monthly reports,<br>• He will be the single point of contact for CITY and will be the liaison between CITY and the Cogent delivery team | • 100% |
| 2. | **Name:** Casey Brinkman<br>**Role:** Key Account Manager<br>**Position:** Senior Director | • 21+ years of experience in staffing industry with expertise in Account Management, Operations, Customer Relationship Management & Business Development, our Account Manager has been with Team Cogent since April 2023.<br>• Involved in many contracts which are exact similar to the scope and size of this RFP such as to ***City of Albuquerque, State of New Mexico General Services, Harbor Department, Kern Health System, Los Angeles Community College District, State Universities Retirement System. IL; Chicago Transit Authority, IL; CITY Colleges of*** | • Our Account Executive closely work with Team Cogent Program Manager and Recruitment Manager to ensure quality of candidate's selection process, understand the CITY requirements, time to time meeting with onsite consultants.<br>• Work with recruitment manager to ensure quality of candidate's selection process.<br>• Coordinating consultant interviews with CITY.<br>• Resolving difficult situations with Team Cogent Staff working on CITY projects.<br>• Time to time meeting with onsite consultants | • 100% |

| | | | | |
|---|---|---|---|---|
| | | ***Chicago, IL; Healthcare and Family Services, IL; CITY of Chicago - Department of Human Resources, IL; Harris County, TX; Miami-Dade County, FL; Multnomah County, OR; County of Ramsey, MN; Arlington County, VA; Douglas County School District, CO etc.*** | | |
| 3. | Human Resources | • A highly skilled and results-driven professional with over 20+ years of experience focused on technology, telecom, and US staffing.<br>• Profound experience in Resource management, Candidate tracking, On-boarding, Benefits processing, Orientation, Training, and Paperwork processing. | • Responsible for Cogent employee care, a unique role which resulted in long retention of our consultants<br>• Handling HR, Payroll activities, Candidate onboarding process and take care of employee benefits<br>• Coordination with Finance team for invoices and payments<br>• Tracking of their work schedules and generating the time sheets for payments.<br>• Responsible for all HR/Legal/Contractual & Compliance issues | • 100% |
| 4. | Director – Recruitment & Delivery | • Seasoned recruiting professional with at least 20+ years of experience managing recruitment for public sector entities. | • All recruiters and sourcing specialists will be working under his supervision. | • 100% |
| 5 | Recruiters and SMEs | • Prior experience recruiting for public sector entities and more specifically experienced servicing opportunities in the CITY | • Dedicated recruiters whose prime task will be to service CITY requirements. | • 100% |
| 6 | Accounts & Finance Manager | • As a seasoned Senior HR Business Partner with over 13 years of experience primarily with engineering/technology teams in multiple | • Monitor the day-to-day financial operations (payroll, invoicing, and other transactions).<br>• Generate invoices per each CITY requirements, ensuring | • 100% |

| | | | | |
|---|---|---|---|---|
| | | industries across the United States<br>• Prior experience managing employee work hours and any time off (leave) an employee has recorded.<br>• Hands-on experience in assist supervisors with questions regarding their employee's timecard, modify custom fields such as overtime and meal break designations, creating custom Hyperfinds to view select employees based on a set of requirements<br>• Profound in handling employee's vacation, sick leave, and comp time balances and total hours worked. | all required details are provided on a weekly, semi-monthly, or monthly basis.<br>• Supervise the HR team to ensure timely submission of timesheets to the CITY.<br>• Prepare monthly and quarterly reports as per the CITY's needs.<br>• Ensure accurate generation and delivery of invoices to the CITY. Follow CITY specific format for invoice generation.<br>• Correct invoicing errors as per the CITY requests.<br>• Ensure compliance with accounting policies and regulatory requirements.<br>• Manage various Monthly/Semi-Monthly/Weekly payroll cycles.<br>• Maintain Tracking schedules for invoicing, timesheets, and vendor payments. | |

**JUSTIN ACORD, CONTRACT/PROJECT MANAGER "KEY PERSONNEL"**

**EDUCATION**

*Bachelor's Degree from West Virginia University* **2005**

**EXPERIENCE**

**COGENT Infotech Corporation** **January 2013 - Present**

*Executive Vice President*

- Overall responsibility for the success of all sales related activities.
- Oversee, manage and ensure success with clients in over 35 different states including Federal Government, State & Local Governments and Fortune 500 companies.
- Responsible for delivering solutions and services to C-Level executives, IT Decision Makers, and Procurement/Contracting personnel.
- Highly experienced in serving as Account Manager for various State of California clients including *State of CA Client County of Santa Clara, CA; San Diego Metropolitan Transit System, CA; Southern California Regional Rail Authority, CA; The San Bernardino County, CA; The County of San Mateo, CA; CalOptima, CA; Alameda-Contra Costa Transit District's, CA; Kern Health System, CA; County of Sacramento, CA; City of Los Angeles, Office of the City Clerk, CA; Riverside Unified School District of Riverside County, CA; University Of California-Irvine, CA* . In-depth knowledge of NY laws and regulation in staffing.
- Develop account penetration strategies to maximize our success rate with new and existing customers.

- Experience successfully managing Multi-Million Dollar Transportation /Aviation contracts including: *DFW Airport Authority, Tampa International Airport, Wayne County Airport Authority, Boeing Distribution INC, San Diego Metropolitan Transit System, Metrolink, Community Transit, Central Ohio Transit Authority, Chicago Transit Authority, Florida Department of Transportation, Alameda-Contra Costa Transit District's*.
- Experienced consistently exceeding customer set KPI's on Staff Augmentation contracts.
- Mitigating objections and compliance issues with current clients to resolve any issues.
- Ensuring Sales targets and goals are met, while maximizing company profits.
- Overseeing timeframes and updating clients on projects moving through the research and development process.
- Responsible for responding to RFP's by presenting winning proposals for new client acquisition.
- Responsible for leading the company initiatives in the Public Sector.
- Tasked with marketing our 8(a) Certification to Federal Agencies which led to contracts with several agencies including the Department of Justice, Department of State and the General Services Administration. Tasked with overall Account Management responsibility for State Government contracts including: State of TX, FL, OR and GA.
- Tasked with responding to all relevant RFPs as a Prime.
- Developed partnerships with firms who could add value for our customers enabling us to provide the absolute best solutions. Responded and won direct contracts with the State of Florida and State of Texas to provide IT Consulting Services.

**Prior Experience**

| Client Name | Position Title | Duration |
|---|---|---|
| Johnson Marketing Inc. | Outside Sales Representative | December 2005 - June 2006 |
| EDMC | Assistant Director of Admissions | June 2006 - August 2007 |
| COGENT Infotech Corporation | Account Executive | August 2007 - January 2009 |
| COGENT Infotech Corporation | Business Development Manager | January 2009 - January 2013 |

**Casey Brinkman/ Account Manager**

**SUMMARY**

Casey Brinkman is a highly accomplished professional with a successful track record in Direct hire, Recruitment & IT staffing and business development. With over two decades of experience, he has excelled in various leadership roles, consistently driving business growth and client satisfaction.

**EDUCATION**

*Bachelor of Science - BS Mathematical Economics, Massachusetts Institute of Technology*

**EXPERIENCE**

**COGENT Infotech Corporation** **April 2023 – Present**

*Senior Director, SLED*

- Responsible for the success of the region which will include multiple States and Clients (Revenue Target, Sales Targets, Strategy, Growth of the Accounts, etc.)
- Primary POC in US for major client POC's (Primarily Leadership/Decision Makers and Key Contract POC's)
- Managing a dedicated team on servicing the staffing business at the transactional level along with training, developing, and replacing team members as required.
- Visit clients F2F on an ongoing basis
- Visit/meet key consultants representing Cogent and explore additional synergies/opportunities

- Focused on Relationship Building and ensuring clients are satisfied with Cogent
- Responsible for Cross-Selling/Introducing other Cogent service offerings to existing clients and involving relevant Internal Cogent SMEs in those discussions
- Leading the pursuit of new business for the Region (Combination of: BD, Sales Presentations, Lead Gen, Proposals, etc.)
- Develop and execute marketing/outreach strategies to reach new customers
- Responsible for leading efforts to increase business with existing customers
- Maintain and update all communication in our CRM and submit Sales Reports to Management.
- Create more visibility and awareness of COGENT by attending relevant networking and conference events.

**Prior Experience**

| Client Name | Position Title | Duration |
|---|---|---|
| Mastech Digital | Director of Business Development | March 2018 – April 2023 |
| Diskriter | VP of Staffing | November2014 – March 2018 |
| Excellerent Solutions | Director of Business Development Account | December 2012- November 2014 |
| Black Box Network Services | Business Development Account Manager | January 2006- December 2012 |
| Mckesson | Pharmacy Software Sales | December 2001- January 2006 |

***Evaluation Criteria 3 - Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client.***

***To address Evaluation Criteria No. 3 below, provide the following: Description and name of a minimum of five past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project.***

Following is the partial list of the projects where we have provided Temporary Employment Services where we maintained quality of work, controlled cost and deadlines were met as per the requirements to our clients:

| Experience#1 | |
|---|---|
| **Job Title** | Administrative Assistant-Bilingual |
| **Client / Location / Client Type** | Dallas Independent School District / Dallas, TX / Government |
| **Number of Placements** | 6 |
| **Client's Required Experience Level** | |
| Not Specified. | |
| **Client's Requested Skills** | |
| Excellent customer service skills, call center experience with outbound call experience, and data entry experience needed. 50 WPM typing skills, and Bilingual (English/Spanish) is highly preferred. | |
| **Job Description** | |
| Administrative Assistant needed to contact parents regarding their student's devices for school. | |

| Experience#2 | |
|---|---|
| **Job Title** | Administrative Assistant / Interviewer |
| **Client / Location / Client Type** | New York City Housing Authority / NYC, NY / Government |
| **Number of Placements** | 1 |
| **Client's Required Experience Level** | |
| Not Specified. | |
| **Client's Requested Skills** | |
| Attention to detail. Proficiency in a Microsoft Windows environment, especially, Access and Excel. Effective oral and written communication skills. Excellent interpersonal skills. Ability to work independently with minimal supervision Proficiency in record keeping. Good organizational skills. Ability to maintain the highly confidential nature of human resources work. | |
| **Job Description** | |
| Administrative Assistant needed to assist Human Resources Employment Division with selecting/screening applicants to fill vacancies. Review applicant paperwork for completeness. Conduct pre-employment interviews and follow-up with candidates as necessary. Maintain all pertinent applicant and interview data in the Human Resources 2021 / 2022 Seasonal Database. | |

| Experience#3 | |
|---|---|
| **Job Title** | Administrative Support Assistant |
| **Client / Location / Client Type** | Kennesaw State University / Kennesaw, GA / Government |
| **Number of Placements** | 2 |
| **Client's Required Experience Level** | |
| Three (3) years of related administrative, office or clerical experience. Experience providing administrative support for large teams; Previous experience in higher education. | |
| **Client's Requested Skills** | |
| Able to utilize standard office equipment and multi-line telephone system. Able to deal with multiple tasks or projects at one time meeting assigned deadline. Strong Excel Skills: filtering, percentages, formulas, data graphs etc. Excellent interpersonal skills, initiative, teamwork, problem solving, independent judgment, organization, and communication (verbal and written). Excellent time management, project management and presentation skills. Proficient with computer applications and programs associated with the position (i.e. Microsoft Office suite, ServiceNow, etc.). Strong customer service skills and phone and e-mail etiquette. Strong attention to detail and follow up skills. | |
| **Job Description** | |
| Performs standard administrative duties in support of the assigned department, division, unit and/or location as it pertains to IT life-cycle replacement (LCR) and IT equipment office room moves. Serves as an administrative resource for all faculty, staff and guests visiting assigned department, division, unit and/or location and provides assistance as needed. Creates, prepares and proofreads emails, memos, correspondence, reports, and other documents or communications as requested as it pertains to IT life-cycle replacement (LCR) and IT equipment office room moves. Assists with coordinating and scheduling IT life-cycle replacement (LCR) and IT equipment office room moves. Assists with records management including filing, correspondence, analyzing data, tracking and archiving files as it pertains to IT life-cycle replacement (LCR) and IT equipment office room moves. | |

| Experience#4 | |
|---|---|
| **Job Title** | Office Assistant |
| **Client / Location / Client Type** | New York City Housing Authority / NYC, NY / Government |

| | |
|---|---|
| **Number of Placements** | 1 |
| **Client's Required Experience Level** | |
| Not Specified | |
| **Client's Requested Skills** | |
| Excellent organizational, written and oral communication skills. Ability to work in a fast pace environment. Ability to take initiative and follow through on assignments. Detail-oriented and have knowledge of Word and Excel and Access. | |
| **Job Description** | |
| Under the supervision of the Department of Management and Planning will serve in the position of clerical (resident folder team) for the RAD/PACT conversion team. These employees will perform routine clerical/secretarial duties. Task include reviewing resident files, locating resident foundation documents, interacting with resident to obtain relevant documents. Review resident files. Interact with residents. Copying/Scanning. Prepare resident folders. | |

| **Experience#5** | |
|---|---|
| **Job Title** | Administrative Assistant |
| **Client / Location / Client Type** | Tarrant County / Fort Worth, TX / Government |
| **Number of Placements** | 1 |
| **Client's Required Experience Level** | |
| High School diploma or equivalent. Minimum of one (1) year experience in a related field, including data entry experience. Detail and organizational skills required. Customer service experience preferred. | |
| **Client's Requested Skills** | |
| Data Input, and Data Sorting | |
| **Job Description** | |
| Performs PEIRS data input and/or input into other computer databases for PEI funded programs including electronic health records. Provides quality assurance functions PEIRS or other data. May participate in educational or outreach activities. Assists with inventory tracking and office organization. Performs all other duties as assigned. | |

| **Experience#6** | |
|---|---|
| **Job Title** | Administrative Assistant |
| **Client / Location / Client Type** | SUEZ WTS USA / Minnetonka, MN / Government |
| **Number of Placements** | 2 |
| **Client's Required Experience Level** | |
| 1-2 years HR experience. | |
| **Client's Requested Skills** | |
| Strong efficiency utilizing Microsoft Office products (Outlook, Word, Excel and PowerPoint). Must have the ability to be discreet and handle confidential information. Strong attention to detail. | |
| **Job Description** | |
| The temporary Administrative Assistant will be directly involved in several projects within the HR department. Attendance Tracking. Rewards submittals. Personnel Filing. Data entry, filing. Light sourcing/recruiting. Meeting scheduling. Disability Leave Tracking. Creating New Hire packets. Setting up New Hire Orientations. Job Postings internal and external. Filing of HR paperwork. Light sourcing/recruiting for production positions. Some introduction phone screening. | |

| **Experience#7** | |
|---|---|
| **Job Title** | Front office/administrative assistant |

| | |
|---|---|
| **Client / Location / Client Type** | The School District of Philadelphia / Philadelphia, PA / Government |
| **Number of Placements** | 1 |
| **Client's Required Experience Level** | |
| Candidate has at least one year's experience as front office/administrative assistant. | |
| **Client's Requested Skills** | |
| Ability to enter data into system accurately and timely (we will teach them Scheduler). Discretion/Confidentiality essential to handle records with Personal Health Information. Responsive, organized, detail oriented. Ability to file documents in accordance with Department protocols. Ability to work effectively with a team. Ability to take direction from Team members. Basic computer skills - Team will teach them specific. | |
| **Job Description** | |
| Greet candidates/employees, provide registration paperwork, alert appropriate Team member that they have arrived for their appointment. Cover front desk phones; provide responses to inquiries or direct to appropriate Team member. Enter data into Scheduler to manage appointments for physicals. Enter data into form letters as directed and distribute. Open mail and distribute to appropriate Team member. File documents. General Office support as directed by team. | |

| **Experience#8** | |
|---|---|
| **Job Title** | Records and Information Assistant |
| **Client / Location / Client Type** | New York Power Authority / NYC, NY / Government |
| **Number of Placements** | 1 |
| **Client's Required Experience Level** | |
| Experience with Enterprise Content Management System/Records Management System preferred and Knowledge of Adobe products. | |
| **Client's Requested Skills** | |
| Microsoft Office/Outlook skills, knowledge of Access, and strong Excel skills. Ability to successfully prioritize work on multiple tasks. Good organizational skills with an attention to detail. Ability to work with limited supervision. Ability to use sound judgment. Ability to establish effective relationships with team members. Exceptional customer service and strong interpersonal skills are required. Ability to work in an engineering/utilities, highly regulated environment. Effective written and oral communication skills. | |
| **Job Description** | |
| This role will support the SSM Category Management department in its efforts to ensure compliance by conducting an audit of procurement files to ensure compliance to the requirements of the Digital Warehouse and outside Agencies (NYSDOL, NYSCR, etc.). The successful individuals will assist Category Management with the department audit of the required documentation. Auditing of Procurement files. Audit NYSCR, NYSDOL and NYPA.GOV notification ads. Organize folders. Filing of Adobe Sign Documents where needed. Identify opportunities for process improvements. Index and quality check documents that have been scanned. Handle sensitive and/or confidential documents and information. | |

| **Experience#9** | |
|---|---|
| **Job Title** | Global Market Development Assistant/Specialist |
| **Client / Location / Client Type** | Thermo Fisher / Remote, CA / Commercial |
| **Number of Placements** | 1 |
| **Client's Required Experience Level** | |

| |
|---|
| 3-5 Years. 6+ years of proven hands-on experience in marketing roles of increasing scope and responsibility in the genomics, molecular biology, or molecular diagnostic arenas preferred. Experience marketing IVD, RUO instruments and products. Digital marketing expertise with proven campaigns in display advertising, search engine marketing, social, video and automation approaches. Experience in developing successful lead generation programs using multi-channel strategies to drive funnel fulfilment. |
| **Client's Requested Skills** |
| Ability to influence and persuade across all levels of the organization and across various geographies. Self-starter and collaborative within project teams, and successful track record working in complex, matrix environments. Exceptional skill managing complex marketing projects with a strong attention to detail. Adept at building and maintain relationships with customers and key opinion leaders. Strong creative intuition on design and messaging that resonates with customers and an ability to learn from previous campaigns to improve on performance. Must be able to manage project scope, budget and schedule to achieve timely completion of project deliverables. Excellent written and oral communication skills. |
| **Job Description** |
| Define and support go-to-market strategy for IVD or RUO instruments and reagents, including customer segmentation and messaging, product/portfolio positioning, creative concept development, and tactic execution. Thoroughly understand customer needs and product use to develop compelling messaging and customer segmentation. Develop and execute global multi-channel integrated marketing plans, including customer segmentation, competitor analysis, business trends, and market opportunities, sales funnels, staging and pacing of tactical programs. Guide the development of copy and creative content for qPCR markets, appropriately positioning products within compliance guidelines, while conveying strong value propositions and clear product differentiation, create and implement appropriate marketing content across multiple channels, including social media, web, video, print, and more. Develop sales force training and customer education material in collaboration with product management, R&D, regional marketing, and commercial teams. Develop and manage a robust lead generation funnel. Coordinate with global functions to ensure consistency with brand profiles and company standards. Collaborate and ensure alignment of marketing plans and sales training materials among Product Management, Regional Market Development, Sales, and other stakeholders. |

Following are the references:

| | |
|---|---|
| **Client Name** | Washington Health Benefit Exchange |
| **Contact Name** | Erin Hamilton |
| **Phone** | (360) 688-1562 |
| **Brief Description of Services and Cogent's role** | Provided various resources such as UAT Analyst, Risk Management Analyst, Software Developer Business Analyst etc. for multiple projects |
| **Date of Performance** | Jan 2020 - Present |

| | |
|---|---|
| **Client Name** | Dallas Housing Authority |
| **Contact Name** | Monica Tharp |
| **Phone** | (214) 951-8325 |
| **Brief Description of Services and Cogent's role** | Provided various temporary resources such as Case Management Specialist, Clerks, Maintenance Technicians, Administrative Assistants etc. for various projects |
| **Date of Performance** | May 2021 - Present |

| | |
|---|---|
| **Client Name** | Penns Valley Area School District |
| **Contact Name** | Daniel Loht |
| **Phone** | (814) 422-2010 |
| **Brief Description of Services and Cogent's role** | Provided Technology Support Specialist, Technology Help Desk Specialist, etc. for multiple projects |
| **Date of Performance** | July 2022 - Present |

| | |
|---|---|
| **Client Name** | New York City Housing Authority |
| **Contact Name** | Patricia Lindo |
| **Phone** | (212) 306-2807 |
| **Brief Description of Services and Cogent's role** | Provided Temporary Staffing services such as Administrative Assistants, Clerks, Receptionists, etc. for multiple projects |
| **Date of Performance** | Jan 2022 - Present |

| | |
|---|---|
| **Client Name** | School District of Philadelphia |
| **Contact Name** | Tiffany NG |
| **Phone** | 215-400-5253 |
| **Brief Description of Services and Cogent's role** | Provided Office Assistants, Administrative Assistants, Executive Assistants etc. for multiple projects |
| **Date of Performance** | Dec 2018 - Present |

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

## Cost Proposal

| Category | Hourly Bill Rate |
|---|---|
| Accountant (Journey Level) | $ 36.72 |
| Accounting technician | $ 34.00 |
| Accounting clerk | $ 28.56 |
| Administrative services support | $ 35.36 |
| Transcriber | $ 28.56 |
| Engineer | $ 68.00 |
| Engineering technician | $ 38.08 |
| Custodian | $ 24.48 |
| General laborer | $ 23.12 |
| Special events staff - security | $ 31.28 |
| Special events staff - exhibit monitor / oversight | $ 28.56 |
| Special events staff - registration / attendance coordinator | $ 25.84 |
| Special events staff - set-up / breakdown personnel | $ 27.20 |

EXHIBIT "D"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Compunnel Software Group, Inc. dba Compunnel, Inc., of 103 Morgan Lane, Suite 102, Plainsboro, NJ, 08536, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | Compunnel Software Group, Inc. dba Compunnel, Inc.<br>103 Morgan Lane, Suite 102<br>Plainsboro, NJ, 08536<br>ATTENTION: Sam Handa, Vice President Business Strategy & Operations |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

COMPUNNEL SOFTWARE GROUP, INC. DBA COMPUNNEL, INC.

BY: _____
Sam Handa
Vice President Business Strategy & Operations

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/28/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

# CITY OF LAS CRUCES

## Temporary Employment Services

**RFP 23-24-047**

**Due Date: April 23, 2024 / 4:00 p.m**



**Technical Proposal**

**Prepared By:**

**Compunnel Software Group, Inc.**
**DBA Compunnel, Inc.**

**Point of Contact:**

**ASHISH YADAV,PROGRAM MANAGER**
**609-606-9010 | Email: Govt@compunnel.com**
**Address: 103 Morgan Lane, Suite 102, Plainsboro, New Jersey, 08536**

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## TRANSMITTAL LETTER

**Attention:** City of Las Cruces
United States, New Mexico, Dona Ana County
bidclerk@lascruces.gov

04/23/2024

**Subject: Response to RFP - 23-24-047 - Temporary Employment Services for the City of Las Cruces.**

Compunnel Software Group, Inc., DBA Compunnel, Inc. (referred to as 'Compunnel') is pleased to submit our response to **RFP 23-24-047,** issued by the **City of Las Cruces** to provide **Temporary Employment Services.**

Compunnel is a **NJ-based** Staffing firm certified as **ISO 9001**, with **29 years** of experience providing Temporary Employment Services. We have been providing similar services to various City, Municipalities, Local, State, Government clients and educational clients. Over the years, we have been providing customized staffing services (Contingent Staffing, Contract Staffing, Contract-to-Hire, Full-time Placement, SOW/Project Based Staffing, and Pay-rolling) to diverse industry verticals.

We are **an MBE-certified by NMSDC** and have received many awards and accolades - Inc. **5000 fastest-growing private companies in America**, **largest staffing firms** in the US by SIA, **fastest 50 NJ Business** by NJBIZ, and many others.

After thoroughly reviewing and analyzing the RFP and the addendum, Compunnel understands that the City is soliciting proposals from qualified service providers to provide temporary employment services for administrative support, professional, and general labor personnel. Compunnel is highly committed to providing all the services as requested in this RFP.

Compunnel is currently providing similar services to several clients including but not limited to **City of Santa Fe, City of Silver City, City of Farmington, State of New Mexico, Department of Cultural Affairs - NM, Department of Finance & Administration – NM, State of Texas, City of Chicago, City of Palm Bay**, and many more. Compunnel acknowledges and accepts the addendums, terms and conditions stated in the RFP. We have assigned **Ashish Yadav**, as **Program Manager**, who will serve as an authorized official for this RFP.

Yours sincerely



**Ashish Yadav, Program Manager**
Compunnel Software Group, Inc. DBA Compunnel, Inc.
103 Morgan Lane, Suite 102, Plainsboro, New Jersey, 08536
Phone: 609-606-9010 | Fax: 609-750-0981 E-Mail: govt@compunnel.com

## RFP COMPLIANCE DECLARATION

# CITY OF LAS CRUCES

### RFP COMPLIANCE DECLARATION

**RFP TITLE:** Temporary Employment Services

**RFP NO.:** 23-24-047

**DUE DATE/TIME:** April 23, 2024 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Compunnel Software Group, Inc.
103 Morgan Lane Suite 102, Plainsboro
New Jersey, 08536

Authorized Signature
Ashish Yadav
Typed or Printed Name
Program Manager
Title
govt@compunnel.com
Email Address

Telephone number 609-606-9010 Fax number 609-750-0981

NM Tax & Revenue Dept. CRS # NA

Current NM Secretary of State Business ID # NA (corporations only)

Current CLC Business Registration # NA (respondents located in Las Cruces only)

Federal I.D. number 58-2137105 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes ✓ No

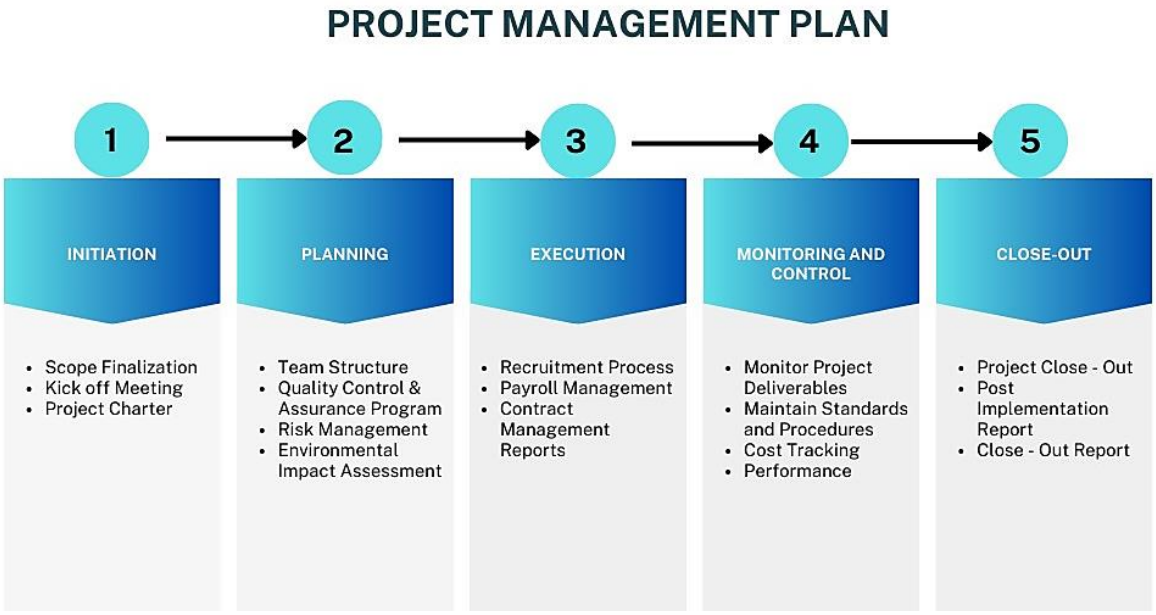
**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

## EVALUATION CRITERIA NO. 1

### *Our Project Management Approach*

Compunnel understands the importance of managing the City's project in an efficient way to ensure its completion within the stipulated time and estimated budget. Compunnel follows the Program Management Institute (PMI) standards reflected in the PMI Project Management Body of Knowledge (PMBOK) Guide. We deploy our project management team which is familiar with PMBOK standards tailoring our project management process to best fit the needs of the City.

Our project management ensures the collection of proven techniques for proposing, planning, implementing, managing, and evaluating projects, combined with the art of managing people. Our project management of all professional, technical, and customary services for the City will be categorized into the following five main processes, shown in Figure below:




### 1. Initiation Phase:




Compunnel will consolidate all the activities for a successful project during project initiation, where the focus will be on understanding the goals, scope, priorities, and risks associated with the project. Moreover, our Account Manager will discuss the priorities and risks with the City's

stakeholders to modify any requirements. Our project team will initiate a Kickoff Meeting with the representatives of the City.

## 2. Planning Phase



Compunnel will begin project planning once the project is initialized and will provide a dedicated project management team that will closely monitor the planning process for the project. We will create a **Work Breakdown Structure (WBS)** wherein we will break down the project requirements into smaller activities.

We will develop an **Integrated Master Schedule (IMS)** to reflect the interdependencies between tasks and milestones. This will assist our proposed Account Manager and the Project Team to optimize the overall execution strategy of the City's project, coordinate workflows, and assist in the decision-making processes to mitigate risks and resolve challenges on a day-to-day basis.

Compunnel has a **Quality Control Plan** in place which will document all quality-related checkpoints to be passed during and after the management process. Compunnel will implement a **Risk Management Plan (RMP)** for the identification, evaluation, and prioritization of risks. Compunnel will estimate, allocate, and control the project costs of the project by implementing our **Cost Management Plan**. This plan will allow the City to predict future expenses to reduce the chances of budget overrun.

A summary of the Implementation Model for the Temporary Employment Services for the City is provided below:

| **Phase: 1** | |
|---|---|
| **Notice to Proceed** | The City awards the contract to Compunnel. |
| **Scope of Work** | Compunnel will meet with the City personnel to identify and/or review all contract terms and service level metrics/KPIs of the new contract, including:<br>• Contract terms and conditions.<br>• Our Web-based ATS – ***StafflinePro.***<br>• Job classifications to be serviced, with job descriptions (by location).<br>• Protocols/procedures to address special circumstances that may fall outside the normal scope of work (disaster response) (e.g., provide Compunnel regional and corporate contacts).<br>• Performance measures and goal settings.<br>• Incumbent Transition (if applicable) Procedure and Plan. |
| **Negotiation** | Compunnel will work with the City to address any issues not identified in the contract or scope of work. |



**Compunnel Software Group, Inc.**
**103 Morgan Lane, Suite 102, Plainsboro, New Jersey, 08536**
**Phone: 609-606-9010 | Fax: 609-750-0981 | E-Mail:Govt@compunnel.com**

| | |
|---|---|
| **Review Implementation Plan** | Compunnel will work with the City to review the proposed implementation plan. |
| **Develop Implementation Schedule** | Compunnel will work with the City to devise an implementation schedule. |
| **Designate Contract Personnel** | Compunnel will designate and identify all staffing personnel (Contractor Account Representative and the Dedicated Account Management Team servicing the City's new contract. |
| **Develop Quality Control Process** | Compunnel and the City will review and modify project-specific quality controls. |
| **Develop Job Order Process** | Compunnel, working with the City, will review and prepare all job order requisition procedures and forms to service the new contract and make any necessary changes. These changes will be inserted into the Compunnel ATS **StafflinePro,** including:<br>☞ Identification of personnel authorized to initiate an order for.<br>• Temporary Staffing services.<br>• IS / Web-based platforms / Interfaces (VMS)<br>• Order procedures and forms<br>• Performance evaluation procedures and forms<br>• Electronic transmission guidelines for ordering and reporting (e.g., E-mails, VMS, Web based). |
| **Design Customized Report, Invoicing, and Payroll Systems** | Compunnel will meet with the City review reporting, time-roster and invoicing criteria and formats, as required by the contract and/or scope of work. Compunnel's Special Billing department will be available for consultation and e-billing options will be available. |
| **Contract Operations Implementation** | Compunnel will meet with the City to review all processing systems and controls required to continue servicing the City, including Issue & Escalation Management, special billing and reporting, and insurance/risk management. |
| **Develop Orientation Web-based Program StafflinePro** | Compunnel will work with the City to develop a comprehensive **GoToMeeting orientation program** and integrate Compunnel's and the City's policies and procedures into a presentation, including:<br>• Contract Guidelines<br>• StafflinePro Website<br>• Compunnel's policies and procedures<br>• EEO policy<br>• Requisition process<br>• Timecard/payroll procedures |



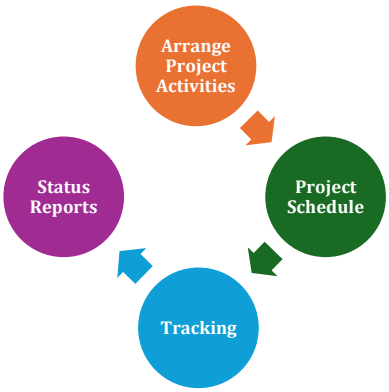
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| | |
|---|---|
| **Develop Training Syllabus** | Compunnel will work with the City to identify training/testing programs that may be required to prepare Compunnel's temporary employees for the City's assignments and transition into City positions. This information will be used to develop Compunnel's new employee e-brochure. |
| **Management Training** | Compunnel will implement a comprehensive management training program of all primary and supporting staffing personnel servicing the City account, including:<br>• Key personnel introductions and responsibility profiles.<br>• Contractual requirements.<br>• Performance goals and measurements.<br>• Implementation plan and schedule.<br>• Identification of primary City contacts.<br>• Job order process review.<br>• MIS, payroll, and billing systems review. |

## 3. Execution Phase:

Compunnel will start executing and implementing the proposed plan to achieve the project objectives and every member of our team will conduct their respective assignments within the specified time. Compunnel will start executing its industry best recruitment, background check, onboarding, and payroll management processes.

Compunnel understands the importance of status reports from the City's point of view and ensures timely project status reporting to keep the City informed of all the key developments in the project.




| Phase 2 | |
|---|---|
| **Job Orders** | Compunnel will receive notification of new requests via City's staff augmentation Requests. |
| **Recruitment** | Compunnel will continue to coordinate all recruitment activities (e.g., advertising, interviewing, testing,) conducted by Compunnel's network of servicing offices. Compunnel will maintain a pre-qualified pool of personnel in appropriate job categories to respond quickly to job orders and replacement/backup needs. |
| **Screening /Background check of Candidates** | Compunnel will conduct, at its own expense, full criminal background checks on all contracted staff and will be sent for approval by City prior to starting work. The background check will be at the national level, extending beyond the State of NM. |



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| | |
|---|---|
| **Timesheets & Invoices** | Compunnel will supply timesheets that correspond with the work time being billed. Time sheets will be signed by the authorized City Hiring Manager and sent as backup when submitting invoices for payment. |
| **Training** | Compunnel will conduct temporary employee training at the local servicing offices, as required, to prepare personnel for job duties at various agency job sites. A uniform orientation will be given to all Compunnel employees assigned to the City to ensure consistent hiring practices. A customized e-brochure will be updated for use statewide to insure consistency and quality of service. |
| **Job Order Fulfillment** | Compunnel is committed to provide a viable candidate within **48 hours** of posting of requirements. |
| **Quality Control: "First Week, First Month, First Quarter"** | Compunnel will schedule process review meetings with appropriate City personnel after the first week, first month, and first quarter of operation to review contract administration and order placement/fulfillment processes. Compunnel will address all issues arising from these process review meetings **24*7**, to the full satisfaction of the City. |

We will execute our industry best recruitment process to ensure qualified candidates are provided to the City. Our recruitment process is composed of the following ten steps:

## OUR RECRUITMENT PROCESS

**Step 1- Review Requirement:** To correctly understand the City's need for resources, it will be important to thoroughly evaluate all requirements. Understanding of the City's organizational structure, team culture, mandatory and desired skills needed for success in a particular role, project scope, and the competitive landscape will all be essential when assessing a requirement.

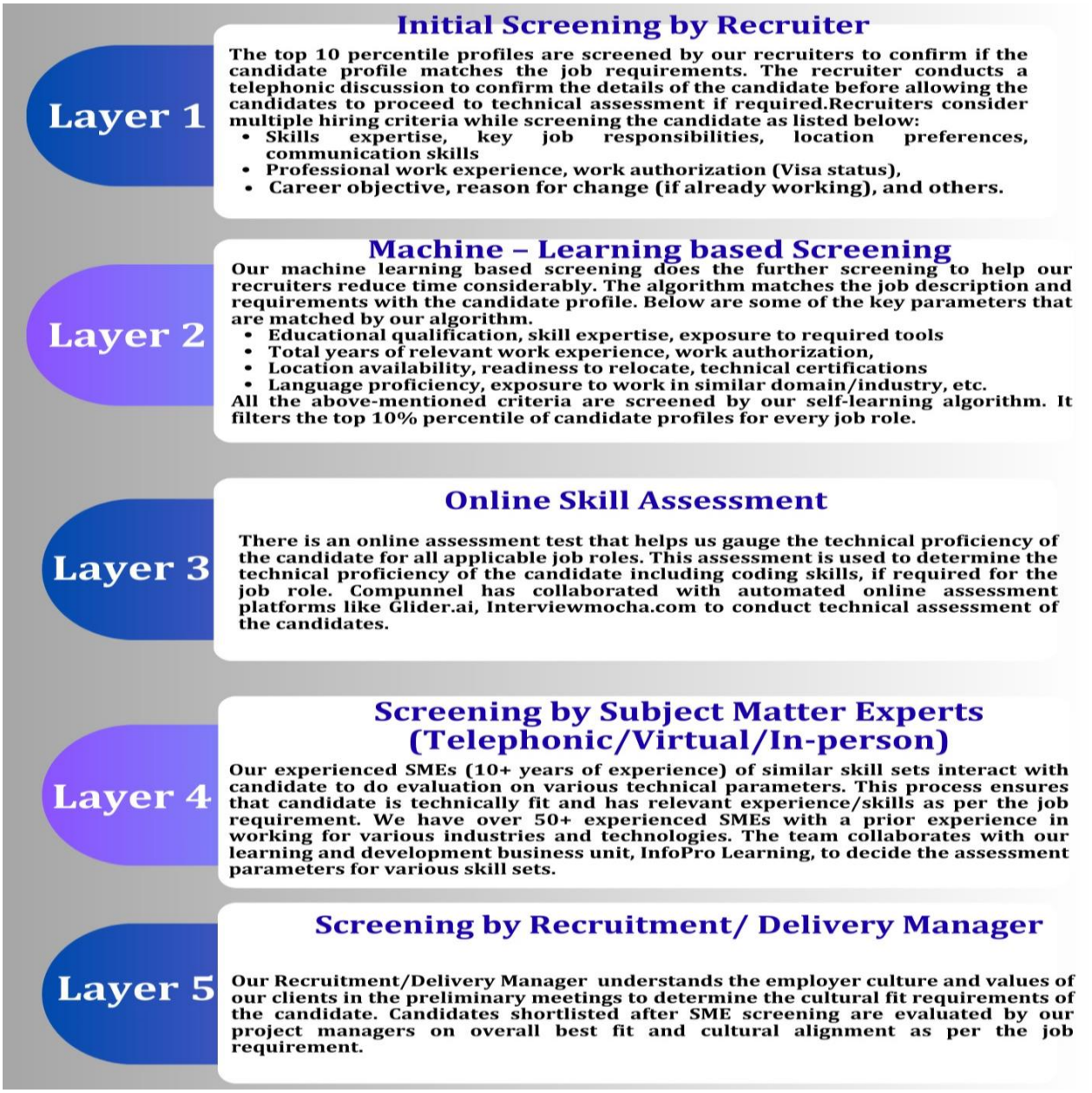
**Step 2 - Sourcing:** To create a deep, diverse candidate pool for the demand, we will source multiple profiles from our huge and diverse pool of pre-qualified candidate database, hundreds of job/resume portals, and a range of social media outlets. We have a database of 3 million resumes in our advanced ATS StafflinePro. Our recruiters will use the following sources to recruit talent suitable for the City:

| | |
|---|---|
| • Internal Resume Database of 3 million+ pre-screened candidates | • Local Employment Posting Papers and Websites/ Local Job Fairs |
| • Community Colleges / Local Colleges/Campus | • Local Career Source and workforce organizations |
| • Approved Subcontractors | • Employee Referrals |

| | |
|---|---|
| • Social Networking Platforms (such as LinkedIn, Facebook, Twitter etc.) | • Professional Job Boards (such as Monster, Tech Fetch, Dice, Bullhorn, Beyond, Job Diva, Indeed etc. |

**Step 3 - Initial Screening:** Shortlisted candidates will be screened based on skills, years of experience, industry knowledge and other relevant factors. Compunnel will inform temporary employees that they must follow the Code of Conduct required by all City employees.

**Step 4 - Technical Screening:** Compunnel has a 5 Layers Testing Mechanism in place. To find the candidate profiles that are most compatible. The collection of assessment mechanisms created by Compunnel are mentioned below:






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## Step 5 - Background Screening Process/Vetting Process:




Compunnel will certify at the time of the initial staffing request from the City, that we will provide staff that can perform the needed tasks at the required skill levels and have been properly screened (employment, background, and drug/alcohol).

We fully understand and comply with the requirement to conduct **pre-employment checks,** including **criminal background checks** and **10-panel drug tests**, for all temporary staff who will be providing services to City.

We will initiate the background check process that involves prior experience employment checks and education history checks for the candidates to ensure the successful placement of the best fit with the City. We will perform the below mentioned background checks:

| Background Checks | Detailed Requirements |
|---|---|
| **Professional Licensing and Registration Requirements** | Submission of satisfactory evidence of compliance and maintenance of all **professional licensing** and **registration requirements** of the job classification under the laws of the State prior to or at the time of reporting for duty at the work site. |
| **Professional Reference Checks** | Verification of at least **past three projects**. References will be of immediate supervisor. The reference of peer or co-workers is not acceptable. Corporate telephone and email ID of reference will be provided. |
| **Employment History** | Verification of the most recent **seven (7) years of employment history**. US employment eligibility confirmed via E-Verify system. |
| **Background Check Reverification** | Annually from the date of joining of contract employee. |
| **Social Security Number (SSN) Verification for Resident Check** | Validate that the **SSN** is correct and issued to the corresponding party. |
| **Educational Credentials** | Verification of any obtained **degrees** where degree is required for role and the duration of assignment will exceed two (2) weeks. This also includes verification of any Trainings undertaken by the candidates, resume, references, etc. |

| | |
|---|---|
| **Reports** | **Tuberculosis (TB) clearance, Annual Influenza, Annual physical examination, COVID-19 vaccination, Flu vaccine, CPR certification.** |
| **License, Credential Verification** | Verification of any **professional license** or **credential** where such license or degree is required for the role, including: (a) Validation/Existence of license, and (b) Confirmation that license is in good standing. |
| **10 Panel Drug Screening** | Compunnel is committed to providing a healthy, drug-free, and safe work environment for all employees. We run all type of drug and alcohol tests once the candidate is confirmed for a project. This includes testing for common drugs such as **marijuana, cocaine, Opioids amphetamines, individual drugs, opiates, benzodiazepines, barbiturates,** and **phencyclidine**.<br><br>This comprehensive panel ensures that all commonly abused substances are thoroughly screened, maintaining the highest standards of safety and compliance for the workforce serving City. We will conduct random drug testing of employees as well. |
| **Sex Offender Registry Check** | Our team conducts verification to ensure that individuals do not appear on the **sex offender registry**. This is crucial, as personnel may have contact with vulnerable populations. |
| **OFAC Check (Office of Foreign Assets Control)** | This check is a screening against the list of individuals and companies sanctioned by the U.S. government for activities such as **terrorism, drug trafficking**, and other **criminal offenses.** |
| **Driver License or State-Issued Identification Check** | Verification of the authenticity of the **driver's license** or state-issued identification presented by the candidate |

**Step 6 - Client Submission:** Compunnel will submit the resumes of screened candidates by the preferred delivery method and in the format defined by the City. Compunnel will respond to each requirement during the life of the contract and submit as many candidates as required by the City.

Once the City has reviewed the resumes and identified an interest in interviewing a candidate, Compunnel's Recruitment/Deliver Manager will work to facilitate the interview by contacting the candidates and confirming the interview with both the City and the candidate.

**Step 7 - Qualified Candidate:** Candidates that proceed to the qualifying step after the City interview will then be ranked according to relevant job-specific criteria to be presented to the City based on best match and alignment with the specific needs of the requirement.

**Step 8 - Hiring Decision:** The City will be making the final Hiring Decision for the candidates selected in the interview process. Compunnel will then communicate the offer to the candidates.

**Step 9 - Onboarding:** Our HR and On-boarding team will complete onboarding process of the candidate at City's project within two weeks of their hiring decision. Staffline Pro is the tool we use at Compunnel to the complete onboarding process of the consultant at client project.
Compunnel will make each temporary staffing candidate aware of and comply with the NM state laws during onboarding. Compunnel collects and stores electronic employee data using StafflinePro. This simplifies onboarding though a simple to use error proof interface, database tracking, and payroll management.

**Step 10 – Follow-ups:** Compunnel will follow up with the City to ensure employees arrived on time for the start of their assignment. In addition, we will perform regularly scheduled follow-ups to check on performance. Also, in the event if temporary staff on assignment cannot report to work, or if temporary staff is not meeting performance expectations, if requested by City, Compunnel will re-staff the position.

Compunnel understands the importance of status reports from the City's point of view and ensures timely project status reporting to keep the City informed of all the key developments in the project. Our project status reports will comprise of high-level information about the project, including recent progress reports, upcoming project plans as well as encountered and anticipated risks and issues. Our Account Manager will be responsible for status reporting and will generate timely reports as scheduled.

Below we have elaborated timeline of a service request that starts when an order is placed to confirmation:

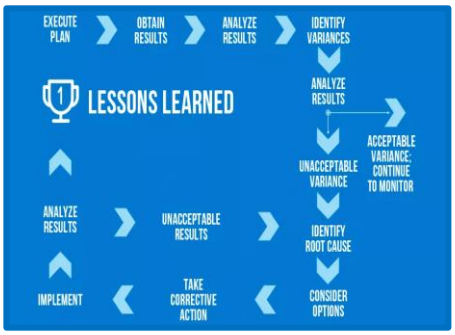
| Activity involved | Time |
|---|---|
| **Requirement Gathering, Analysis & Acknowledgment:**<br>• Acknowledgement of the request to City.<br>• Analyze the City's staff requisition and write a synopsis of the requisition.<br>• Submit position description and client requirements in our Applicant Tracking System (ATS) tool StafflinePro. | **1-2 hours** |
| **Sourcing Methodologies:**<br>• Assign to Compunnel team lead through our tool.<br>• Check if there is matching skilled candidate available "on the bench".<br>• Identify existing skill sets and candidates within Compunnel database. | **2-4 hours** |

| | |
|---|---|
| • Share job profile to all candidates by posting it on our website and sending a mailer to approved candidates for referrals. Post job to the external job sites (Compunnel website, MedicalJobs.org, Monster.com, CareerBuilder.com, HotJobs.com, Yahoo Hot Jobs, Medzilla Dice). | |
| **Candidate Pre-Screening:**<br>• Execute a comprehensive pre-screening that confirms previous experience, motivation, salary, skill level, and potential team fit. Pre-Screening includes online test and internal tools.<br>• Discuss salary requirements and relocation needs with candidates and update in our ATS.<br>• Evaluate attitude and aptitude by discussing team scenarios.<br>• Provide Compunnel overview and explain benefits. | **2-4 hours** |
| **Skills Testing/Evaluation:**<br>• Conduct initial assessment of the candidate's qualifications.<br>• Conduct detailed interviews based on job requirement.<br>• Soft Skills Evaluation.<br>• Evaluate candidate's communication, creativity, analytical thinking, diplomacy, flexibility, change-readiness, problem-solving, leadership, team building, and listening skills. | **2-4 hours** |
| **Resume Submission and Setting up Client Interview:**<br>• Create skill matrix matching required skills with experience of candidates to present consistent skill summary to the City.<br>• Submit resumes with a Skill summary of the selected candidates and references to the City.<br>• Discuss interview schedule with the hiring manager for pre-qualified candidates.<br>• Set face to face or telephone interview depending upon the City requirements. | **2-6 hours** |
| **Final Background Checks:**<br>• Conduct criminal, credit and background check including driving record and sexual offender database search.<br>• Conduct drug check for selected candidates.<br>• Verification of employment, education, certifications, and licenses. | **2-6 hours** |
| **Hiring decision:**<br>• Complete all due diligence before extending an offer to successful candidates.<br>• Extend the offer and share candidate's decision or initial response with hiring managers.<br>• Submit Security Forms to the City. | **4-6 hours** |
| **Onboarding:**<br>• Inform the joining date of the candidate to the City.<br>• Conduct e-Verification.<br>• Candidate joins the project on a specified date. | **6-8 hours** |

Compunnel has a well-defined strategy in place through which we make sure that the client is satisfied with the candidates we place. Compunnel will provide a suitable **replacement candidate** within **24 hours** at no additional cost and if City wants to terminate the candidate's employment within a certain timeframe, usually referred to as a guarantee period, due to reasons beyond the candidate's control (e.g., layoffs, restructuring), then Compunnel will not be charging anything for the first one week.

## 4. Monitoring and control phase:

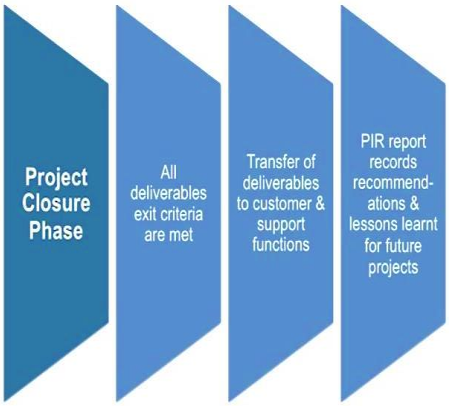
Compunnel will provide monitoring and control throughout the project to all the project activities and our team will ensure the successful implementation of initial protocols such as project plan, quality control and assurance program, and the communication plan for the project. Our Account Manager will be responsible for monitoring and controlling by using necessary measures to control the situations, should there be any issues, and ensure the project stays on schedule and within budget.




We will continuously monitor project performance against KPIs and milestones. Implement regular performance reviews to assess the effectiveness of project activities. We will conduct periodic environmental compliance checks to ensure adherence to environmental practices and address any deviations promptly and implement corrective actions.

## 5. Close-Out Phase:

Compunnel will hand over the project access and control to the City upon completion of the project requirements, if required, and our team will ensure that the project deliverables satisfy the acceptance criteria as defined by the City.




We will share Project **close-out documentation** with the City finalizing the project activities completed across all phases of the project and formally closing the project. Our Account Manager will prepare a checklist, and a **Post Implementation Report** to assess the project, ensure efficient completion, derive any lessons learned, and best practices to be applied to future projects.

## EVALUATION CRITERIA NO. 2

### *Our Key Personnel*

Compunnel is led by an experienced and visionary management team dedicated to driving the company's growth and success. We will maintain a **Dedicated Account Management Team** of experienced professionals who will work with the City. This team will be available throughout the duration of the entire project.

This team will be led by our **Program Manager, Ashish Yadav,** who will be responsible for overall strategic oversight and management of the City's project. **Mr. Ashish Yadav** acts as a primary contact and **Nitisha Kainthola** as a back-up contact as well as a backup are committed to be available and accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Compunnel will assign the following individuals to the City's project:

| Name | Role | Percentage of Time Assigned |
|---|---|---|
| Ashish Yadav | Program Manager – Primary Contact | 100% |
| Nitisha Kainthola | Account Manager – Backup Contact | 100% |
| Ajay Sharma | Recruitment Manager | 100% |
| Ginu Issac | Finance Manager | 100% |
| Roopali Nair | HR and Onboarding Manager | 100% |

**Ashish Yadav - Program Manager:**

Experienced Program Manager with over **15 years** of successful leadership in overseeing large-scale projects, including contract management and procurement support. Proven track record in ensuring projects is completed on time, within budget, and in compliance with all relevant regulations. Ashish will be responsible for overall strategic oversight and management of the City project. He will ensure alignment with project objectives and client expectations, coordination of all project activities, milestones, and deliverables. His role as a Program Manager has involved overseeing the following clients:

- City of Farmington
- City of Silver City
- City of Palm Bay
- State of New Mexico
- Department of Finance & Administration, NM
- Texas Department of Transportation

**Nitisha Kainthola - Account Manager:**

Dedicated Account Manager with over a **decade of experience** in client relationship management. Proven track record of ensuring client satisfaction and exceeding expectations. Committed to building strong, lasting client relationships, and facilitating effective communication between clients and the project team. She will be responsible for client

relationship management and customer satisfaction. Nitisha will collaborate with internal teams to ensure service delivery meets City's expectations. As Compunnel's Account Manager, Nitisha Kainthola has worked with the following clients:

- Department of Cultural Affairs, NM
- City of Farmington
- City of Silver City
- State of New Mexico
- City of Santa Fe
- Texas Department of Transportation

### Ajay Sharma - Recruitment/Delivery Manager:

Results-oriented Recruitment Manager with **11 years** of experience in talent acquisition. Proven track record of identifying, recruiting, and onboarding top talent for complex projects. Adept at streamlining recruitment processes, ensuring efficient staff augmentation, and maintaining strong relationships with candidates. He will be overseeing the delivery of staffing services, ensuring timely and efficient placement, implementing strategies to optimize the recruitment and delivery process. As a Recruitment/Delivery Manager, Ajay Sharma has worked with the following clients:

- City of Santa Fe
- City of Farmington
- Department of Cultural Affairs, NM
- City of Silver City
- City of Santa Clara
- Teachers Retirement System.

### Ginu Isaac - Finance Manager:

Ginu has been associated with Compunnel since 2002 and currently manages finance operations across the organization. With industry experience of over **20 years**, he has extensive expertise in various functions of finance including – Corporate Finance, Financial Planning & Analysis, Financial Accounting, Budgeting & Forecasting, and other areas. Ginu will manage financial aspects of the project, including budgeting, financial reporting, and payroll functions. As Compunnel's Finance/Accounts Manager, Ginu Isaac has worked with the following clients:

- City of Santa Fe
- City of Farmington
- State of New Mexico
- City of Phoenix

### Roopali Nair - HR Manager:

Dedicated HR On-boarding Manager with a proven track record in streamlining onboarding processes and ensuring a smooth transition for new team members. Over **8 years** of experience in creating efficient and effective HR onboarding programs that enhance employee integration and satisfaction. Experienced Human Resources Executive with a demonstrated history of working in the staffing and recruiting industry. As Compunnel's HR and Onboarding Manager, Roopali Nair has worked with the following clients:

- City of Santa Fe
- City of Farmington
- State of New Mexico
- State Compensation Insurance Fund

## EVALUATION CRITERIA NO. 3

Compunnel has been delivering services to a wide range of clients, including government agencies, commercial, educational institutions, and more. Here's an overview of five of our client projects, along with their contact details.

### *Past Contracts*

| Contract #1 | |
|---|---|
| **Client Name** | **City of Avondale** |
| **Services Offered** | Compunnel provided temporary workers in the following positions: Administrative Assistants, Administrative Staff Executive, Secretaries, Office Clerks, Transcriber, Custodian, Personnel Assistant, IT Technician, Data Entry Clerks, Facility Maintenance, Research Analyst, Administrative Specialist, Groundskeeper, Graphic Designer, Warehouse workers and Project Manager. |
| **Contact Name** | Edith Baltierrez - Assistant Director |
| **Telephone Number** | 623 333-2029 |
| **Contract Period** | 2019-2023 |

| Contract #2 | |
|---|---|
| **Client Name** | **Teachers Retirement System** |
| **Services Offered** | Compunnel successfully identified and placed professionals with extensive experience in various positions including but not limited to: Executive Assistant, Accounting Clerk, General maintenance worker, Data Entry Clerk, Office Manager, Certified Public Accountant, Psychologist, Janitor, Warehouse Worker, Software Developer, Human Resources Consultant and Architect. |
| **Contact Name** | Sherryl Nelson - HR, Administrative Assistant |
| **Telephone Number** | 212-612-5426 |
| **Contract Period** | 2018-2023 |

| Contract #3 | |
|---|---|
| **Client Name** | **Pepsi Co** |
| **Services Offered** | Compunnel provided administrative, industrial, technical, and professional temporary workers in the various positions including but not limited to: Executive Assistant, Customer Service Representative, Certified Public Accountant (CPA), Architect, Nurse Practitioner, Project Manager, Administrative |

| | |
|---|---|
| | Assistant, Data Entry Clerk, Office Support Specialist, Construction Labourer, Food Server, Facility Monitor, Computer Operator, Groundskeeper and Production Worker. |
| **Contact Name** | Victoria Lehman - Program Consultant |
| **Telephone Number** | (214) 789-7985 |
| **Contract Period** | 2019-2023 |

| **Contract #4** | |
|---|---|
| **Client Name** | **Coca Cola** |
| **Services Offered** | Compunnel provided temporary employment services in various positions including but not limited to: Administrative Assistants, Secretaries, Executive Assistant, Transcriber, Accounting Clerk, Engineering Technician, Data Entry Clerk, Certified Public Accountant, Psychologist, Janitor, Warehouse Worker, Software Developer, Librarian, Warehouse Specialist, Human Resources Consultant and Maintenance Technician. |
| **Contact Name** | Tammy Impson - Program Professional Operations |
| **Telephone Number** | 719-948-2682 |
| **Contract Period** | 2018-2023 |

| **Contract #5** | |
|---|---|
| **Client Name** | **Federal Reserve Bank** |
| **Services Offered** | Compunnel successfully identified and placed professionals with extensive experience in various positions including but not limited to: Administrative Assistant, Project Coordinator, Office Manager, Data Entry Clerk, Secretary, Manufacturing Operator, Material Handler, Marketing Consultant, Transcriber, Certified Public Accountant, Psychologist, Janitor, Warehouse Worker, Equipment Operator, Software Developer, Human Resources Consultant and Architect |
| **Contact Name** | Elizabeth Wilson - MSP Coordinator |
| **Telephone Number** | 704-860-5837 |
| **Contract Period** | 2018-2022 |

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

# TABLE OF CONTENTS

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**COST PROPOSAL CONTENT** ..... **1**

*PRICING FOR THE CITY OF LAS CRUCES* ..... *1*

## COST PROPOSAL CONTENT

### PRICING FOR THE CITY OF LAS CRUCES

| Position Title | Wage | Other Direct Labor Costs | Indirect Labor Cost | Mark-Up | Total Costs Per Hour |
|---|---|---|---|---|---|
| | | | | | |
| Accountant | $35 | $ 3.85 | $ 7.70 | 1.33 | $ 46.55 |
| Accounting Technician | $30 | $ 3.30 | $ 6.60 | 1.33 | $ 39.90 |
| Accounting Clerk | $32 | $ 3.52 | $ 7.04 | 1.33 | $ 42.56 |
| Administrative Staff Assistant | $28 | $ 3.08 | $ 6.16 | 1.33 | $ 37.24 |
| Transcriber | $20 | $ 2.20 | $ 4.40 | 1.33 | $ 26.60 |
| Engineering Technician | $22 | $ 2.42 | $ 4.84 | 1.33 | $ 29.26 |
| Custodian | $27 | $ 2.97 | $ 5.94 | 1.33 | $ 35.91 |
| General Labourer | $18 | $ 1.98 | $ 3.96 | 1.33 | $ 23.94 |
| Data Entry Clerk | $24 | $ 2.64 | $ 5.28 | 1.33 | $ 31.92 |
| General Maintenance Worker | $19 | $ 2.09 | $ 4.18 | 1.33 | $ 25.27 |
| General Office Clerk | $30 | $ 3.30 | $ 6.60 | 1.33 | $ 39.90 |
| Personnel Assistant | $22 | $ 2.42 | $ 4.84 | 1.33 | $ 29.26 |
| Receptionist | $20 | $ 2.20 | $ 4.40 | 1.33 | $ 26.60 |
| Secretary | $22 | $ 2.42 | $ 4.84 | 1.33 | $ 29.26 |
| Medical Assistant | $35 | $ 3.85 | $ 7.70 | 1.33 | $ 46.55 |
| Registered Nurse | $65 | $ 7.15 | $ 14.30 | 1.33 | $ 86.45 |
| Librarian | $25 | $ 2.75 | $ 5.50 | 1.33 | $ 33.25 |
| Computer Operator | $35 | $ 3.85 | $ 7.70 | 1.33 | $ 46.55 |
| Computer Programmer | $55 | $ 6.05 | $ 12.10 | 1.33 | $ 73.15 |
| IT Technician | $45 | $ 4.95 | $ 9.90 | 1.33 | $ 59.85 |



**Compunnel Software Group, Inc.**
**103 Morgan Lane, Suite 102, Plainsboro, New Jersey, 08536**
**Phone: 609-606-9010 | Fax: 609-750-0981 | E-Mail:Govt@compunnel.com**

| | | | | | |
|---|---|---|---|---|---|
| IT Administrator | $50 | $ 5.50 | $ 11.00 | 1.33 | $ 66.50 |
| Equipment Operator | $22 | $ 2.42 | $ 4.84 | 1.33 | $ 29.26 |
| Material Coordinator | $26 | $ 2.86 | $ 5.72 | 1.33 | $ 34.58 |
| Warehouse Specialist | $27 | $ 2.97 | $ 5.94 | 1.33 | $ 35.91 |
| Machinist Maintenance | $25 | $ 2.75 | $ 5.50 | 1.33 | $ 33.25 |
| Parks and Recreation Aide | $22 | $ 2.42 | $ 4.84 | 1.33 | $ 29.26 |
| Waste Maintenance | $20 | $ 2.20 | $ 4.40 | 1.33 | $ 26.60 |
| Food Server | $30 | $ 3.30 | $ 6.60 | 1.33 | $ 39.90 |
| Customer Service Associate | $32 | $ 3.52 | $ 7.04 | 1.33 | $ 42.56 |
| Customer Service Field Representative | $35 | $ 3.85 | $ 7.70 | 1.33 | $ 46.55 |
| File Clerk | $32 | $ 3.52 | $ 7.04 | 1.33 | $ 42.56 |
| Groundskeeper | $20 | $ 2.20 | $ 4.40 | 1.33 | $ 26.60 |
| Administrative Support | $27 | $ 2.97 | $ 5.94 | 1.33 | $ 35.91 |



**Compunnel Software Group, Inc.**
**103 Morgan Lane, Suite 102, Plainsboro, New Jersey, 08536**
**Phone: 609-606-9010 | Fax: 609-750-0981 | E-Mail:Govt@compunnel.com**

EXHIBIT "E"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and CathyJon Enterprises, Inc. dba HB Staffing, of 7711 Center Ave. Suite 670, Huntington Beach, CA, 92647, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
   a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
4. Workers' Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | CathyJon Enterprises, Inc. dba HB Staffing<br>7711 Center Ave, Suite 670<br>Huntington Beach, CA 92647<br>ATTENTION: Jonathan Davis, Vice President |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

CATHYJON ENTERPRISES, INC.
DBA HB STAFFING

BY: _____
Jonathan Davis
Vice President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

6/25/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

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# City of Las Cruces

## Temporary Employment Services

## RFP #23-24-047

## A. TECHNICAL PROPOSAL

**PREPARED BY CATHYJON ENTERPRISES, INC. DBA HB STAFFING**

**Due Date: April 23, 2024**

**SUBMITTED BY:**

**Megan Ignacio, General Manager**

**7711 Center Ave, Suite 670, Huntington Beach, CA 92647**
**Email: mignacio@hbstaffing.com • Direct Number: (657) 660-4116**
**Fax: (650) 241-1385 • Office Number: (714) 960-2800**

**EXCEPTIONAL SERVICE, EXCEPTIONAL PEOPLE.**

(714) 960-2800 www.hbstaffing.com

7711 Center Ave, Suite 670
Huntington Beach, CA 92647

# CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Temporary Employment Services**

**RFP NO.:** **23-24-047**

**DUE DATE/TIME:** **April 23, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

CathyJon Enterprises, Inc. DBA HB Staffing

7711 Center Ave, Suite 670

Huntington Beach, CA 92647

Authorized Signature

Megan Ignacio
Typed or Printed Name

General Manager
Title

mignacio@hbstaffing.com
Email Address

Telephone number (714) 960-2800 Fax number (650) 241-1385

NM Tax & Revenue Dept. CRS # N/A

Current NM Secretary of State Business ID # N/A (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 33-0907010 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

# Cover Letter

April 23, 2024

RFP #23-24-047
City of Las Cruces
700 N Main
Las Cruces, NM 88001

**Subject: Response to RFP #23-24-047: Temporary Employment Services**

To Whom It May Concern,

Thank you for the opportunity to provide the City of Las Cruces ("the City") with a customized proposal outlining our detailed service capabilities in response to RFP #23-24-047 for Temporary Employment Services upon request to support for specialty areas that will include, but are not limited to, Administrative Support, Professional, and General Labor.

We will demonstrate in our proposal why CathyJon Enterprises, Inc. DBA HB Staffing (a subsidiary of Array Corporation) can offer the best value and quality service while providing temporary personnel in conformance with contract requirements. HB Staffing is highly qualified to provide Temporary Employment Services and has ample experience with numerous cities, counties, districts, local authorities, and federal organizations. **As a Minority-Owned Business,** we are confident that our extensive experience within the specific classifications requested, financial capability, and quality staffing performance throughout the past twenty-four (24) years will prove us to be a qualified bidder for the City. Our delivery of reliable service will ensure good faith, quality performance on this contract.

***HB Staffing will complement the City's goals by offering the following assets:***

- **Public Agency Specialty —** More than 70% of our business is dedicated to serving public agencies; we currently have nearly 50 public agency contracts. We are attuned to successfully meeting the unique needs of our government clients, which can include the following: working with both centralized and decentralized agencies; providing specialized reporting; observing temporary employee assignment hour limits; accommodating alternative work schedules; and adhering to hiring rules with public pension participants. Our current public agency clients include: 14 cities; 10 counties; and over 20 authorities, districts, and educational institutions. Below are some of the agencies we serve:

  A. **Cities: City of Tucson (AZ), City of Glendale (AZ), City of Yuma (AZ),** Huntington Beach, Newport Beach, Anaheim, Irvine, Santa Ana, Murrieta,

California City, Moreno Valley, West Hollywood, Redwood City, Park City (UT), Redmond (WA), and Encinitas.

B. **Counties:** San Diego, Los Angeles, Orange, Riverside, Placer, Monterey, San Bernardino, and Frederick (MD).
C. **Districts:** Midway City Sanitary District, Orange County Sanitation District, Metropolitan Water District, North County Transit District, and South Coast Air Quality Management District.
D. **Authorities: Albuquerque Housing Authority (NM),** San Diego County Water Authority, Housing Authority of the County of San Bernardino, San Bernardino County Transportation Authority, and Southern California Regional Rail Authority.

- **Twenty-Four (24) Years of Recruiting Acumen Throughout 15 States —** Our experience enables us to find and place qualified candidates quickly. We have proven time and again that we can bring our recruiting methodology to markets where we have a limited candidate pool and supply a highly qualified group of candidates that exceed our client's expectations.

- **Re-Award Success —** HB Staffing's "re-award" success indicates that clients trust us to perform week after week, including the County of San Diego (awarded in 2017, re-awarded in 2022); City of West Hollywood (awarded in 2019, re-awarded 2023), County of Orange (awarded in 2011, re-awarded in 2016 & 2023), the City of Anaheim (awarded in 2015, re-awarded in 2020 & 2023), the City of Newport Beach (awarded in 2015, re-awarded in 2020), the City of Santa Ana (awarded in 2018, re-awarded in 2023), the San Diego County Water Authority (awarded in 2016, re-awarded in 2019); and Omnitrans (awarded in 2015, re-awarded in 2020).

HB Staffing's proposer and primary contact person during the proposal process is Megan Ignacio, General Manager. She can be reached via phone at (657) 660-4116, email at mignacio@hbstaffing.com, or fax at (657) 660-4116 from our corporate address of 7711 Center Avenue, Suite 670, Huntington Beach, CA 92647.

There are no events foreseen that could impede our ability to fulfill this contract. HB Staffing will not work with subcontractors on this contract, and we do not have any arrangements, formal or informal, with any other party that might interfere with our ability to provide independent and unbiased advice and assistance under this RFP. In addition, HB Staffing is a financially stable C-Corporation, with a strong positive cash flow. We have not defaulted on any of our contracts. HB Staffing stands ready to deliver an exceptional experience as we accommodate the City's requirements and requests.

**I, Megan Ignacio, certify that I am authorized to legally bind CathyJon Enterprises, Inc. DBA HB Staffing, to a contract resulting from RFP #23-24-047 Temporary Employment Services and that this proposal, with the total fixed price contained therein, shall remain firm for a period of one hundred eighty days (180) after the proposal closing date. I acknowledge all addenda.**

| Signature: | Megan Ignacio, General Manager | Date |
|---|---|---|
| | | 04/23/24 |

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## Technical Approach

HB Staffing has been hired by numerous public, federal, and commercial agencies **across 15 states**. Our approach has been perfected over our many years of experience, and we are confident that we will succeed in supplying highly vetted and qualified candidates for the City's temporary staffing needs.

HB Staffing strives to **uphold recruiting best practices**, ensuring that temporary employees we present are custom-matched to the City's job requirements based on a qualification appraisal, performance evaluations, employer references, and a successful track record on similar assignments. Ideally, HB Staffing will designate a qualified temporary employee acceptable to the City's hiring manager within one to two business days. If there is an **urgent service request**, we have the capability to place vetted and available candidates within a four-hour time frame.

As an Equal Opportunity Employer, HB Staffing strives to attract a diverse talent pool by casting a wide net in our recruiting efforts in order to draw interest from candidates of all backgrounds. We actively engage in recruitment outreach through ethnic community agencies, churches, LGBTQ organizations, and diverse publications and job boards, among others, because HB Staffing and its clients benefit from the innovative and exceptional talent that comes from an inclusive hiring process. Additionally, we write job descriptions that are clear, meaningful, inclusive, and informative; establish an equitable interview process by asking the same questions of all candidates and applying a consistent rating system across the board; and ensure that our positions have equitable pay/wages assigned.

At HB Staffing, we place a strong emphasis on having a candidate pool that reflects the diversity of the communities in which we operate alongside a broad spectrum of skills among our applicants. For years, we have consistently been recognized as one of the top 100 Diversity Staffing Suppliers in America by Staffing Industry Analysts. Diversity, inclusion, and equity are central to our recruitment, hiring, engagement, promotion, and other employment practices.

HB Staffing is also accustomed to providing multilingual temporary staffing to multiple public agency clients. Most notably, during the 2020 election cycle, we were asked to provide bilingual speakers in 17 different languages to the Los Angeles County Registrar-Recorder/County Clerk. The LA County RR/CC appreciated our out-of-the-box recruitment methods; our outreach to churches and community organizations helped us fill every single job order for bilingual speakers.

Our goal is to facilitate the smooth transition of appropriately screened and credentialed temporary employees into your workplaces. Our project plan is conducted via the following processes:

## Recruitment

1. **Recruitment Kick-Off Meeting** — Immediately upon contract award, we will recommend a post-award **'kick-off' meeting** to facilitate a mutual understanding of goals, protocols, timelines, and lines of communication. Once a mutual understanding is established, we create a recruitment plan, which includes ***anticipating*** the City's needs and executing a recruitment strategy crafted to identify and onboard highly qualified candidates relevant to the City's requirements.

2. **Recruitment Campaign** — Our Project Manager (PM) will implement the **recruitment plan** based on information from the kick-off meeting, the City's job category descriptions, and the scope of work. We will, on a daily basis, recruit and attract relevant qualified personnel that can meet City-centered job-related work experience, skills, stability, location, and education prerequisites. We stay connected to the job force in and around the City, utilizing local job developers to assist in recruiting potential candidates throughout the life of the contract.

3. **Sourcing Candidates** — HB Staffing recruiters will conduct an **initial search within our database of over 8,000 vetted candidates and employees.** Our search efforts are enhanced by utilizing key talent portals such as Indeed, ZipRecruiter, and Craigslist, in addition to posting job offerings on our website and social media sites (Facebook and LinkedIn). We will expand search efforts using cutting-edge technological tools (i.e., Hiretual) to quickly and accurately source talent through key talent portals. We coordinate multiple internal assets to achieve the best results for our clients:

    a. **National Marketing Team** — Our parent company, Array, complements HB Staffing's customized staffing approach by utilizing sophisticated tools with an extensive national reach. The Marketing Team curates ad language specific to the needs of our clients and casts a wide net with the ads it posts.

    b. **Internal HB Staffing Recruitment** — HB Staffing recruiters not only vet candidates referred by the marketing teams, but they compile them into a pool of viable candidates based on the City's job needs and requirements.

4. **Talent Sourcing Other External Resources** — We will also source community resources weekly, targeting colleges, non-profit organizations, trade groups, online communities, job boards, job fairs, and community and local charity events.

5. **Pre-Screening Interviews** — HB Staffing recruiters will schedule and conduct pre-screening interviews to determine qualifications, interest, and availability. In addition, recruiters will determine the fit and relevance to the City's needs when determining the applicant's availability.

6. **Applicant Tracking** — When a candidate is new to our system, our Recruiters will onboard them into our database.

## Interviewing and Qualifying

1. **Gut Rubric** — HB Staffing uses a **"Quantum Gut Evaluation Rubric"** to assess a candidate's skills, aptitudes, mindset, and expertise. Our recruitment team builds a comprehensive and thorough Quantum Gut Rubric based on the details of the job description and the preferred skills and aptitudes of the hiring manager. The following is a sample of a Quantum Gut Evaluation Rubric that is designed to measure both the hard and soft skills of a Receptionist I candidate:

| The Quantum Gut - Video Explanation | | Quantum Gut Evaluation Average | #DIV/0! | #DIV/0! |
|---|---|---|---|---|
| **Hiring Rubric: Receptionist Role** | | Date of Interaction | | |
| **Instructions:** (ungroup to read detailed instructions) | | Interaction Type | | |
| https://gld.arrayconp.com | | Evaluator | Name | Name |
| **Priority Category** | **Competency (SAME)** | **Questions** | **Evaluatee** | **Evaluatee 1** | **Evaluatee 1** |
| **Role Overview** | | | | | |
| | ***Receptionist I*** | | | | |
| | **Job Purpose** | perform clerical tasks, usually within an office setting to support daily operations | | | |
| | **Key Performance Indicators** | 360 Degree Reputation, Attendance, Punctuality | | | |
| Introduction | **Integration of All** | NOTE: Once you're done with the interview, come back here and evaluate the person as a whole? 1-5 on our scale.<br>Introduce yourself. Introduce the company and role as needed. Engage in the niceties of getting to know someone, then ask if there are any questions they have for you before you start.<br>"I've reviewed your resume, but it's always helpful to hear a person's career and life journey from them. Can you tell me about your background and what what interests you about this role and our company? | | | |
| Morale | **Potential** | What are you looking for in your next position?<br>What other opportunities are you looking at?<br>If this opportunity didn't work out, what is next on your list?<br>What questions do you have for me about our Career Value Proposition and what a career is like here? | | | |
| **Minimum Requirements** | | | | | |
| | **General Physical Ability** | Consider the general physical requirements of the role and evaluate whether or not the candidate seems able to meet those requirements. | | | |
| | **General Cognitive Ability** | Based on your Conversation, simply judge your view of their universal aptitudes. An amalgamation of Learning Velocity, Intellectual Agility, EQ-Interpersonal Savvy, Grit | | | |
| **Work Context (Job Description)** | | | | | |
| Skill | **Customer Service Methods** | What do you think is most important in customer service? What are common mistakes you see customer service people make? ROLE PLAY!!! | | | |
| Skill | **Tech Savvy** | What online resources do you use to help you do your job? How do you keep your technology skills current? How would you explain [a relevant technology] to someone with limited tech skills? | | | |
| Skill | **Oral Communication** | Find something technical or specific about their background that they should really know about. Ask them to explain it to you in a way that a 5th grader would understand. | | | |
| Skill | **Written/Email Etiquette** | I am a team leader in my company and have to communicate via email to several employees frequently. What is the appropriate protocol to cc another individual in an email? | | | |
| Skill | **Active Listening** | How have you responded to verbal instructions from a supervisor in a previous job position? How have you handled a situation involving miscommunication in the workplace? How have you handled a situation involving miscommunication in the workplace? | | | |
| **Soft Skills & Aptitudes** | | | | | |
| Skill | **Interpersonal Skill** | Tell me about a time when you had to work with a coworker you did not like or trust. When you've started a new job, how did you build relationships? | | | |
| Skill | **Problem Solving** | What's a hard problem that you've solved and how did you solve it? | | | |
| Aptitude | **Team-Orientation** | Tell me about your experience working on teams. | | | |
| Aptitude | **Be a Great Teammate** | One of our Work Philosophies is that all employees should strive to "Be a Great Teammate". Give me some examples of ways that you work that make you a great teammate. How do you help you teammates to be a great teammate. | | | |
| Aptitude | **Organization** | How do you prioritize your work? What are some organizational methods you feel are effective? How do you ensure you meet important deadlines? Can you describe a time when you had to complete multiple projects at once? | | | |

2. **Interviewing** — The finest available candidates undergo a rigorous vetting process designed to assess each work history and performance on the job. Our Recruitment Team uses **the Gut Rubric** to ask the same questions of each candidate to **minimize bias** in our interview process. Applicants participate in a thorough behavioral interview whereby they are asked to describe past behavior and accomplishments in order to determine whether they are suitable for a position with the City. In interviewing potential candidates, we understand that we need to find people who have both the hard and soft skills to perform the job successfully. **We match hard skills with those technology/software skills that contribute to successful placements.** Skill assessments and references, along with credential verifications, are what we seek. We would expect to see the following qualities in a candidate to evidence good communication skills and the ability to work in a team environment:

    a. Demonstrates listening skills
    b. Demonstrates an ability to work with others of all types and persuasions
    c. A person with a "one for all, and all for one" approach
    d. A person who takes ownership of their responsibilities adopts the timelines relevant to the outcomes desired
    e. A person who is empathetic
    f. A person who is conscientious and takes an ethical approach to working with others and assigned projects
    g. A person who is able and willing to ask questions and implement recommendations readily
    h. Can solve problems effectively
    i. Have good people and customer service/support skills

3. **Skills Assessments** — Applicants who pass pre-screening will complete an online application and various skills assessments tailored to each position through PreValuate. With many assessments to choose from, should the City require a specific or elevated software proficiency, HB Staffing is more than willing to offer that assessment at no charge to the City. Test results, interview notes, credentials, and references are entered into our Ultra-Staff *EDGE* database.

4. **Submitting Candidates** — Once our candidates have been fully screened by our recruiters, we will send resumes of the best-fit candidates to the City. We will ensure that, if the City wishes to conduct an interview, we will coordinate and prepare all the candidate(s) for the interview. Our process is to identify 3-7 plausible candidates for each position that we are given the privilege to fill. While only one will be hired, the resumes and contact information of the remaining prospects are added to the

database as immediate consideration for future vacancies. Should the City be faced with another vacancy, a potential backfill becomes immediately available.

## Background Checks

We conduct a comprehensive background investigation based on the City's job-centric screening criteria. We use Checkr, which provides a full background check for each county our temporary employee has lived in, ensuring zero felonies, sex offense charges, and misdemeanors within seven (7) years from the City's date of an assignment request. We can provide for in- and out-of-state criminal background verifications. We will accommodate the background check parameters set by the City and ensure that our placements meet the same guidelines as other applicants who apply separately for advertised positions with the City. We would not charge the City for background check costs.

We have listed below the background screening and drug testing procedures we have in place. We would not charge the City for these services; these are part of our employee onboarding and quality assurance processes. As a Service Provider to the City, we understand that all employees will be background checked and passed prior to the commencement of an assignment.

1. **Pre-Employment Background Check**: HB Staffing carefully assesses our employees whom we submit to clients through face-to-face interviews, reference checking (supervisors and/or HR), and background checking. We will verify employee criminal backgrounds using an industry leader background checking service. Personnel provided to the client are background searched using local law enforcement/court data and national background search (felony, misdemeanor, terrorist, sex offender, and social security). Depending on client needs, we offer educational, credit checks, and national/international security background checking.
2. **Post-Employment Background Check**: We utilize multiple security protocols, such as candidate/employee signed agreements regarding job site safety, client confidentiality, and security practices. We provide recurrent related messaging on the employee web portal, which supports and/or integrates with client practices such as client ID badges and their various onsite security methodologies.

## Drug & Alcohol Testing

HB Staffing will provide drug testing if required or requested by the City. We use Concentra as the primary vendor to administer drug screens to applicants. The results of these tests are posted on a dashboard that is accessible by HB Staffing's recruitment team.

Pursuant to applicable state and federal laws, HB Staffing requires testing under the following circumstances:

1. **Pre-Employment Drug Testing:** As permitted by law, after a conditional offer of employment is made, HB Staffing may require a candidate for employment to submit to a drug and alcohol screen. Any conditional offer of employment made by HB Staffing shall be subject to and contingent upon the successful completion of a drug and alcohol screen, where applicable.

2. **Post-Accident Drug Testing:** Subject to applicable State and Federal law, HB Staffing will require employees injured on the job to submit to a drug and alcohol test to confirm that the accident or injury was not caused by the use of alcohol or illegal controlled substances.

3. **Reasonable Suspicion Drug Testing:** As permitted by law, HB Staffing may require employees to submit to a drug and/or alcohol test when behavior or impairment on the job creates reasonable suspicion of use.

4. **Follow-Up Testing:** If and when an employee is referred to an employee assistance program or to rehabilitation as a result of a violation of this policy, HB Staffing may conduct follow-up testing for a two-year period following the completion of the program.

Upon request, we will also conduct 5-10 panel drug testing:

1. **5-Panel Drug Screening:** Includes screening for five (5) categories of drugs, including Marijuana (THC), Cocaine, Amphetamines, Phencyclidine (PCP), and Opiates.

2. **10-Panel Drug Screening:** Includes screening for ten (10) categories of drugs, including Marijuana (THC), Cocaine, Amphetamines, Phencyclidine (PCP), Opiates, Barbiturates, Benzodiazepines, Methadone, Oxycodone, and Methamphetamine.

As permitted by law, any applicant who refuses to submit to a drug/alcohol test under this policy may be denied employment and/or assignment to specific clients of HB Staffing that require such testing. Any employee who refuses to submit to a drug and/or alcohol test under this policy may be subject to disciplinary action up to and including termination of employment.

**Refusal to be tested for drugs or alcohol will be treated the same as a positive test result.**

## Education Verification

As requested, we will conduct a complimentary education/credential screening covering the past ten (10) years (from age eighteen on) through **Assurant**, a feature of our Ultra-Staff Edge software system, in order to view/order official documentation such as original school transcripts. We acknowledge that foreign degrees or core coursework required that was earned outside of the U.S. must be evaluated for equivalency to that of an accredited U.S. college or university by an agency certified to perform such services in order for the foreign education to be accepted as qualifying. Upon request, we will provide results from these screenings to the nickname prior to the start of an assignment.

## Skills Assessments

The finest available candidates undergo a rigorous vetting process designed to assess each candidate's skills and abilities. To assess skills and job competencies relevant to potential the nickname job duties, we will utilize PreValuate software, with over 1,328 testing titles in various languages - including assessments for Microsoft Suite and Oracle/PeopleSoft. Whenever the nickname requires a specific or elevated software proficiency, we can offer that assessment. With many assessments to choose from, should the nickname require a specific or elevated software proficiency, HB Staffing is more than willing to **offer that assessment at no charge to the nickname**. Test results, interview notes, credentials, and references are entered into our Ultra-Staff EDGE database.

## Onboarding

1. **Efficient Forms —** The HB Staffing Recruitment Team uses **Efficient Forms,** a cloud-based employee application, paperless onboarding, and compliance software solution. This is state-specific and customizable to ensure that all required onboarding and candidate requirements are completed per the City's guidelines. All employees complete State and Federal Tax forms, Company Policies, I-9, and E-Verify through this system.

2. **Background Checks —** HB Staffing conducts a comprehensive background using **Checkr**, which provides a full background check for each county our temporary employee has lived in: ensuring zero felonies, sex offense charges, and misdemeanors within seven (7) years from the date of an assignment request. If the City requires, HB Staffing can conduct drug testing, reference checks, DMV driving record, and educational checks.

3. **Job Start Confirmation to Employee** — HB Staffing Recruitment Team will send a job start confirmation that includes the employee handbook, job expectations, and a customized orientation. Customized content is fine-tuned with the City to include:

    a. The City's policies and procedures
    b. Workplace Practices and Expectations: During this mandatory orientation, we ensure that the temporary employee understands the expectations of the City and HB Staffing. We do not allow tardiness, absences, or unsuitable behavior at work.
    c. Work Essentials: employee dress code, work hours, address and layout of the work location, code of ethics, payroll and timecard procedures, and security policies
    d. End of assignment overview (including the use and return of the City's property)
    e. Issues other than those listed above

4. **Job Start Confirmation to the City** — HB Staffing Recruitment Team will send candidate confirmation and job start confirmation to the City.

## Key Personnel

The following is HB Staffing's key staff that will serve Las Cruces. **The amount of time dedicated by each key team member to a project varies and is dependent upon several factors.** At HB Staffing, we understand the importance of tailoring our resources and time commitments to meet the unique requirements of each client engagement. Our team members, with their diverse skill sets and expertise, are prepared to allocate the necessary time and effort to ensure project success. We prioritize open communication and collaboration with our clients to understand their expectations and deliver results within the agreed-upon timelines. By taking a flexible approach and considering individual project dynamics, we ensure that our team members dedicate the appropriate amount of time to meet and exceed client expectations.

Our key team members providing the services and ongoing support are as follows:

- **Megan Ignacio, General Manager** — Megan will be the primary point of contact who shall coordinate the recruiting, account management, and operations teams to meet and exceed the City's needs successfully.
- **Cristia Kish, Government Account Manager** — Cristia serves as a liaison for our public agency clients to ensure contract compliance and overall client satisfaction.

- **Paige McAllister, Director of Recruitment** — Paige will assign recruiting tasks to her team members and ensure that job orders are filled with qualified candidates promptly.
- **Heather Robertson, Talent Engagement Manager** — Heather will engage regularly with our temporary employees and provide ongoing coaching and training opportunities.
- **Alex Rendon, Operations Payroll Specialist** — Alex manages all daily operations for Public and Commercial clients: payroll, billing, and contract compliance.

### Megan Ignacio, General Manager

**Role with the City:** Megan brings extensive public agency knowledge to her role as General Manager. Her prior experience in the operations and recruitment departments at HB Staffing has given her the global knowledge necessary for ensuring overall contract compliance. Megan shall be present at the kickoff meeting and is always available to clients to discuss any issues they may have.

**Years with HB Staffing:** 6 years and 5 months

**Qualifications:** In addition to experience serving HB Staffing as General Manager, Megan spent one (1) year at HB Staffing as HR Operations Coordinator in our Operations and Management department and two (2) years as our Public Agency Account Manager overseeing all our government accounts. Her perspective on projects is two-fold, stemming from her comprehensive understanding of the operations side and her adeptness in meeting the recruitment needs on the client side. Megan oversees the whole company and is tasked with overseeing daily business activities, improving overall business functions, training heads of departments, managing budgets, developing strategic plans, creating policies, and communicating business goals.

**Experience:** Megan used to oversee all the recruiters at HB Staffing and now oversees the whole company, so she has experience with **all** our past and current projects. Megan is the project manager on county contracts, including the County of Los Angeles, Orange, and San Diego; city contracts, including, the West Hollywood, Redwood City, and Moreno Valley; as well as district and authority contracts.

**Education & Credentials:** With a Bachelor of Science in Human Resources from California State University, Long Beach, Megan also earned her Certified Staffing Professional (CSP) certification from the American Staffing Association.

### Cristia Kish, Government Account Manager

**Role with the City:** As the Account Manager for all of HB Staffing's public agency clients, Cristia shall serve as the **primary point of contact** for the City. She shall accept and acknowledge job orders, coordinate with our Director of Recruiting to fill positions and ensure our Operations team fulfills reporting and invoicing requirements. Cristia

would address any questions or concerns the City has and will coordinate regular quality assurance meetings with the City.

**Years with HB Staffing:** 2 years and 7 months

**Qualifications:** Prior to joining the HB Staffing team as Government Account Manager, Cristia worked for four (4) years as an Account Manager and Recruiter for Experis and has another four (4) years as Resource Manager and Resource Development Manager. Cristia's job as Government Account Manager is to serve as the liaison between HB Staffing and our clients. Her core priority is addressing customers' needs and concerns as quickly and effectively as possible. Cristia works in lockstep with Megan and Paige to ensure that the contract is being followed and that our client's goals are met.

**Experience:** Cristia is the account manager for **all** of HB Staffing's Public Agency clients. She has extensive experience managing county contracts, including San Diego, Los Angeles, and Orange, and city contracts, including West Hollywood, Moreno Valley, Anaheim, and Newport Beach.

**Education & Credentials:** Cristia has a Bachelor of Science in Business focusing on HR Administration.

### Paige McAllister, Director of Recruiting

**Role with the City:** Paige shall work with the recruiting team to source and vet qualified candidates for the City in a timely manner. She will ensure that key information is relayed to HB Staffing employees about their job duties, the City's policies and procedures, and their work schedules.

**Years with HB Staffing:** 4 years

**Qualifications:** Before her current role, Paige began as a Recruiting Assistant and rose through the ranks to Recruiter/Account Manager to Recruiting Manager/Account Manager, and finally to Director of Recruiting. Paige oversees all the recruiters at HB Staffing. She will be the primary contact for job orders by phone, email, or fax, handling the details involved in understanding each order, along with distribution.

**Experience:** Paige is the project manager on contracts including the City of Moreno Valley, Housing Authority of San Bernardino County, City of Murrieta, San Bernardino County Transit Authority, County of Riverside, and County of San Diego.

**Education & Credentials:** Paige is currently completing her Associate degree in Business Administration from San Bernardino Valley College.

### Heather Robertson, Talent Engagement Manager

**Role with the City:** Heather shall offer our temporary employees services from pre-hire to post-hire, ensuring a great employee/client experience while identifying redeployment and employee selection opportunities.

**Years with HB Staffing:** 3 years

**Qualifications:** Heather brings over 15 years of customer service and management experience to her job as Talent Engagement Manager. She is responsible for developing talent by assisting them with acquiring skills when necessary and coaching them in their career paths. Prior to her current role, she worked as an account manager and recruiter at HB Staffing. Before that, she worked for years as a Manager of a pharmacy and at a retail store.

**Experience:** Heather has extensive experience working with HB Staffing clients in recruiting qualified candidates, as well as managing the overall relationship. She builds excellent rapport with employees to ensure career growth for them, as well as a positive experience for our clients. Heather has extensive experience working with our commercial clients, including California Boiler, California Faucets, Harnisch, Hyatt Regency, and BJ's Restaurant. She also has experience with public agency clients, including the State of Maryland, the City of West Hollywood, the Port of Long Beach, and more.

### Alex Rendon, Payroll Specialist

**Role with the City:** Alex will handle all operations-related questions, including submission of timesheets, reporting, and invoices.

**Years with HB Staffing:** 1 year and 9 months

**Qualifications:** Prior to working at HB Staffing, Alex worked for four (4) years as a Tech Consultant, Recruiter, and HR Specialist. Alex first joined the HB Staffing team as a recruiter before being promoted to the role of Payroll Specialist. His experience working on the recruitment team has allowed him to excel in the Operations department with the knowledge he has of the front-office processes. Through this two-fold understanding of both operations and recruitment, he has shown himself to be a tremendous asset to our team by maintaining an A-level professional service to applicants, candidates, employees, clients, and vendors by phone, email, or face-to-face. Alex is responsible for payroll, weekly invoicing, and handling accounts receivable activities; he also supervises and executes AR and Collections functions for public agency accounts. Alex has hands in every department, ensuring that everything is running smoothly and efficiently within HB Staffing.

**Experience:** Manage all daily client operations: payroll, billing, and contract compliance. Alex has experience with every single HB Staffing client. This experience includes the County of San Diego, the Board of Election Commissioners for the City of Chicago, the City of West Hollywood, and more.

**Education & Credentials:** Alex has a Bachelor of Arts in Psychology from the University of California, Riverside. Alex also has a CTE Certificate in Human Resource Management from Cerritos College.

## Past Performance

**HB Staffing is a public agency specialist. We currently have contracts with nearly 50 public agencies across the country; 14 of our clients are cities.** We understand that the needs of each agency are unique, and we have the flexibility and depth of knowledge to respond accordingly. We bring in the experienced staff necessary to ensure that each client relationship receives maximum support.

Our experience includes, but is not limited to:

- Working with centralized and decentralized agencies;
- Assisting clients in ensuring that temporary employee assignment hour limits are followed;
- Adhering to hiring rules related to former employees and/or public pension participants;
- Working with dozens of departments within a single agency;
- Staffing a wide range of job classifications;
- Providing customized reporting and invoicing according to the timing and specifications of each individual client; and
- Engaging in high-volume recruitment to successfully meet agency needs.

Our **core classification specialties** are administration/office, accounting, professional (i.e., legal, insurance, HR), engineering & IT, manufacturing and assembly, special projects & events, reception/data entry, and customer service & retail.

In 2023, these were primarily the job categories we placed:

- **Office/Clerical/Administrative** — 1000+
- **Professional Services** — 120+
- **General Labor** — 200

Our recruitment team focuses on providing exceptional customer service across the United States to counties, cities, authorities, districts, and federal departments, which include:

1. **Albuquerque Housing Authority (NM)** (since 2024) — providing accounting, administrative, professional, housing, maintenance, and warehouse

2. **City of Tucson (AZ)** (since 2021) — providing staffing support that includes administrative, clerical, accounting, human resource, labor, and customer service positions.

3. **City of Glendale (AZ)** (since 2022) — providing staffing support for their Water, Human Resources, Community Services, and Budget/Finance departments, which includes administrative, accountant clerical, data entry & access coordinator, HR, service worker operations, cashier, general laborer, heavy equipment operator, and heavy equipment mechanic.

4. **City of Yuma (AZ)** (since 2022) — providing general laborers to the Public Works Department.

5. **Arizona State University (AZ)** (since 2023) — providing temporary staffing, temp-to-hire, and direct placement.

6. **County of Frederick (MD)** (since 2022) — providing administrative/clerical, IT, animal shelter services

7. **Counties** such as **County of San Diego** (since 2017), **County of Orange** (since 2011), **County of Los Angeles Registrar - Recorder / County Clerk** (since 2019), **County of Riverside, ROV** (since 2019), **County of San Diego ROV** (since 2020), **County of Monterey** (since 2021), **County of San Bernardino ROV** (since 2021), **County of Placer** (since 2022), **County of Napa** (since 2022), and **County of Yolo** (since 2022), among others — providing services including administrative, clerical, data entry, warehouse/general labor, stock clerks, accounting/finance, medical unit clerks, patient services representatives, investigative aides, and technical IT support services, in addition to other support personnel, including election support.

8. **Cities** such as **Huntington Beach** (since 2010), **Newport Beach** (since 2015), **Anaheim** (since 2016), **Irvine** (since 2018), **Santa Ana** (since 2018), **Murrieta** (since 2018), **California City** (since 2018), **Moreno Valley** (since 2019), **West Hollywood** (since 2020), **Redwood City** (since 2020), **Park City (UT)** (since 2020), **Redmond (WA)** (since 2020), **Encinitas** (2021), and **Board of Election Commissioners for the City of Chicago (IL)** (since 2022), among others — providing services including general and multilingual clerical, supervisory clerical, maintenance, utility workers, labor, accounting/finance, customer service, permit technicians, and IT personnel as well as payroll and direct hire services.

| Reference #1: City of West Hollywood, CA (Prime) | |
|---|---|
| **Contact:** Jenny Lu, HR Analyst<br>**Phone:** (323) 848-6824; **Email:** jlu@weho.org | **Contract Period: Temporary Staffing Contract-** Oct. 2019 – June 2023; Re-awarded June 2023 – June 2026, with options;<br>**Accounting Specific Contract-** Nov. 2021-Nov. 2026 |
| **Services: Temporary Staffing Contract:** Supplier of Admin Specialists, Accounting Finance/ Specialist, Network Admin, Admin Analyst, Maintenance Tech, & Code Compliance Officer.<br>**Accounting Specific Contract:** Supplier of accounting techs, accounting finance/ specialist, accounting coordinator, finance & insurance coordinator, accountant, senior accountant, compensation & benefits analyst, senior financial management analyst, accounting manager, and revenue manager. | |

| Reference #2: City of Anaheim, CA (Prime) | |
|---|---|
| **Services:** Supplier of clerical, admin, accounting, customer service, & housing personnel | **Contract Period:** Dec. 2016 – Dec. 2019; **Re-awarded** Jan. 2020 – Dec. 2023; **Re-awarded** Jan. 2024 – Dec. 2025 with a 3-year option |
| **Contact:** Luz Flores, Principal Human Resources Analyst<br>**Phone:** (714) 765-4572; **Email:** lflores@anaheim.net | |

| Reference #3: City of Santa Ana (Prime) | |
|---|---|
| **Services:** Supplier of clerical & admin personnel | **Contract Period:** June 2018 - June 2023; **Re-awarded** July 2023 – June 2026, with 2 one-year options |
| **Contact:** Cindi Sangenito, Executive HR Secretary<br>**Phone:** (714) 647-5374; **Email:** csangenito@santa-ana.org | |

| Reference #4: County of San Diego (SOLE) | |
|---|---|
| **Contract Period:** Feb. 2017 – Feb 2019, with three (3) 1-year option years. **Re-awarded** contract in Aug. 2022 – July 31, 2024, with three (3) 1-year option years. | **Description of Services:** Sole supplier for account clerk, associate accountant, staff accountant, office assistant, secretary, executive secretary, custodian, and stock clerk. |
| **Contact:** Kathleen Murphy<br>**Phone:** (858) 505-6551; **Email:** kathleen.murphy@sdcounty.ca.gov | **Contact:** Brandy Winterbottom-Whitney, Deputy Director, HR<br>**Phone:** (858) 505-6324; **Email:** Brandy.Winterbottom-Whitney@sdcounty.ca.gov |

| Reference #5: City of Tucson, AZ | |
|---|---|
| **Description of Services:** General office workers, maintenance workers | **Contract Period:** Sept. 22, 2021 to Sept. 21, 2022 with 4 one-year options |
| **Contact Name and Title:** Ladd Lyons, Contract Officer<br>**Phone:** (520) 837-4113; **Email:** ladd.lyons@tucsonaz.gov | |

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

Revised: June 2023

## B. Cost Proposal Content

The cost proposal will not be used in the evaluation of the RFP; it will be used as a basis for negotiating a contract. The cost proposal must be submitted in a separate sealed envelope and contain the following:

1. Direct costs
2. Indirect costs (All costs are included in our overall markup)
3. Hourly billing rate per position / job class offered.
4. Any other proposed costs that may be incurred by the City.

| Labor Category | Hourly Rate | | Markup Rate | Bill Rate Includes Drug Screening and Background Check | |
|---|---|---|---|---|---|
| Accountant (Journey Level) | $22.00 | $29.00 | 1.43 | $31.46 | $41.47 |
| Accounting Technician | $19.50 | $23.00 | 1.43 | $27.89 | $32.89 |
| Accounting Clerk | $16.00 | $18.00 | 1.43 | $22.88 | $25.74 |
| Administrative Services Support | $17.00 | $20.00 | 1.43 | $24.31 | $28.60 |
| Transcriber | $16.00 | $19.00 | 1.43 | $22.88 | $27.17 |
| Engineer | $30.00 | $55.00 | 1.43 | $42.90 | $78.65 |
| Engineering Technician | $22.00 | $32.00 | 1.43 | $31.46 | $45.76 |
| Custodian | $15.00 | $18.00 | 1.58 | $23.70 | $28.44 |
| General Laborer | $15.00 | $21.00 | 1.58 | $23.70 | $33.18 |
| Special Events Staff - Security | No Bid | No Bid | No Bid | No Bid | No Bid |
| Special Events Staff - Exhibit Monitor/Oversight | No Bid | No Bid | No Bid | No Bid | No Bid |
| Special Events Staff - Registration/Attendance Coordinator | No Bid | No Bid | No Bid | No Bid | No Bid |
| Special Events Staff - Set up/Breakdown | No Bid | No Bid | No Bid | No Bid | No Bid |
| ALL other Clerical/Administrative positions | $15.00 | $30.00 | 1.43 | $21.45 | $42.90 |
| ALL other Light Industrial positions | $15.00 | $25.00 | 1.58 | $23.70 | $39.50 |

EXHIBIT "F"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and ITSQuest, Inc, of 532 N. Telshor Blvd., Suite C, Las Cruces, NM, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | ITSQuest, Inc.<br>532 N. Telshor Blvd., Suite. C<br>Las Cruces, NM 88011<br>ATTENTION: Carol Everly, Vice President |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

ITSQUEST, INC.

BY: _____
Carol Everly
Vice President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/28/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

.

*Presented to:*

CITY OF LAS CRUCES

# Technical Proposal

*Proposal For:*

## RFP NO: 23-24-047
## Temporary Employment Services
## DUE: April 23, 2024 at 4:00 P.M. MST

***Protecting Employers One Process At A Time***

*Respectfully Submitted By:*

ITSQUEST STAFFING

532 N. Telshor Blvd., Ste. C • Las Cruces, New Mexico 88011 • Phone 575.541.0020
www.ITSQuest.com
Carol Everly, Vice President • everlyc@itsquest.com

# CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Temporary Employment Services**

**RFP NO.:** **23-24-047**

**DUE DATE/TIME:** **April 23, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

ITSQuest, Inc.

532 N. Telshor Blvd., Ste. C

Las Cruces, NM 88011

Authorized Signature

Carol Everly

Typed or Printed Name

Vice President

Title

everlyc@itsquest.com

Email Address

Telephone number 575-541-0020 Fax number 866-246-4936

NM Tax & Revenue Dept. CRS # 02-249375-00-1

Current NM Secretary of State Business ID # 1690049 (corporations only)

Current CLC Business Registration # 3348 (respondents located in Las Cruces only)

Federal I.D. number 85-0422324 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

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***In accordance with the City of Las Cruces' RFP No. 23-24-047 for Temporary Employment Services, Scope,* ITSQuest *respectfully submits the following response:***

## I. Technical Proposal

ITSQuest, Inc. agrees to the General Conditions outlined in section III.A as well as the specific Conditions outlined in section III.B a-l. ITSQuest will agree to the City of Las Cruces' Service Agreement requirements and conditions.

**Company Profile**

ITSQuest is a woman-owned small business, regional, employment solutions company operating successfully since 1994 in New Mexico. We have maintained a local office with a successful history in Las Cruces and the surrounding areas since 2001. As such, we believe the City of Las Cruces would best be served by a Las Cruces-based employment company that shares the same values, the same concerns, and most importantly, the *same community*.

The company is a recognized leader in designing and providing staffing solutions, testing programs, training programs, and outsourced human resources services to its wide variety of satisfied and successful clients. ITSQuest manages recruitment, employee relations, testing, training, personnel records, payroll records, workers' compensation claims administration, and unemployment cost management for 12 ITSQuest staffing locations and 5,000 entry-level, supervisory, and executive-level employees annually in New Mexico and Texas.

The ITSQuest team of trained professionals consistently provides timely, strategic partnership support that clients use to operate effectively and efficiently.

The ITSQuest team is comprised of certified individuals:

- Senior Professional in Human Resources, SPHR
- Professional in Human Resources, PHR
- Society of Human Resources Management Certified Professional, SHRM-CP
- Certified Staffing Professional, CSP™
- Master of Business Administration, MBA
- Juris Doctorates, JD
- OSHA Authorized Trainers, CSHO, SSH
- Certified Accident Investigator
- Bachelor of Science in Nursing, BSN
- Certified Public Accountant, CPA
- Emergency Response Trainer

These certifications set our company apart from the competition by enhancing our competency and knowledge of labor and employment law.

The ITSQuest Las Cruces office staff will support the City of Las Cruces in recruiting, assessing and orientating assigned employees, as well as payroll processing and records management.

Combined, they have 35 years of experience in data/records management and compliance. ITSQuest designates Blanca Martinez as our local single point of contact (SPOC) and Crystal Valenzuela as a back-up. Both employees will be accessible during normal work hours from 8 a.m. to 5 p.m. and on-call as needed to receive any requests from the City. All management employees are assigned a cell phone and a representative is on call every day and on weekends. The City will be provided a list of our contact names, cell phone numbers, and emergency notification procedures in case of a workers' compensation accident or urgent need.

## Project Management Approach

ITSQuest focuses our processes on being a risk and safety leader in the staffing industry and emphasizes accurate assessment of applicants and work environments. These procedures ensure clients are being professionally served in all aspects of safety and workplace risk. We do not believe in a 'one-size-fits-all' approach when it comes to staffing; each client and each position must be thoroughly assessed for a true understanding of the client's needs and requirements.

ITSQuest is recognized by the American Staffing Association (ASA) as being a leader in the staffing industry with consistent assessment and placement. ITSQuest continues constant oversight and evaluation to the adherence of the highest staffing principles. By using ITSQuest, the City is guaranteed all procedures are followed consistently and thoroughly. Our standards have led to decreased turnover rates, decreased on-the-job accidents and incidents at client locations, reduced loss time accidents, reduced absenteeism, increased production and higher retention rates. An increased benefit to the reduced on-the-job accidents is a reduction in damage to City property. This allows the City to concentrate on the tasks at hand instead of questionable staffing levels and practices.

ITSQuest's Project Management Approach centers around:

**A. Employee Assessment**
**B. Response Time**
**C. Employee Retention, Recognition Programs and Benefits**
**D. Client Reporting**
**E. Performance Evaluations**
**F. Risk and Safety Assessments**
**G. Quality Assurance**
**H. Technology, Cyber Security and Confidentiality**
**I. Timesheets and Invoice Process**

Our corporate culture dictates we consistently provide additional value to the client operations by maintaining key elements and unique benefits.

ITSQuest's project approach contains the following key elements:

- Work closely with the City's designated representatives to ensure prompt and adequate response to requested requirements.
- Identify and recruit qualified candidates with job skills required by the City's request through our intensive and comprehensive assessment and screening process.

- Maintain personnel that shall be available within four business hours and one business day. Employees will be immediately productive, requiring minimal training and orientation.
- Identify and maintain qualified, competent, and tested inventory of candidates that may be supplied to the City upon request, including employees with required certifications (paid by employee).
- Maintain close analysis of work site environments, supervisor expectations, and quality control of all processes relating to assigned employees and the City requirements, including insurance coverage specified in the RFP. COI included in the Attachment section.
- Maintain consistent contact with the supervisors who have direct control over the daily activities of ITSQuest employees.
- Maintain management staff that exemplify the successful trends in the staffing industry and participate in active roles in professional organizations.

## A. Employee Assessment

### 1.0 Applicant Employment Process

Employees will complete an online application located on the ITSQuest website at www.ITSQuest.com. A notification of background requirement, FCRA, and drug screening is on the initial screen. The employee will then sign an Applicant Profile report which contains the information they entered, along with our company policies they will be expected to follow, and any required regulatory paperwork such as the I-9 and W-4 forms. Once all paperwork has been completed, it is scanned into our secure database in PDF format. Most documents are electronically signed and immediately are secure in the database.

Employees can complete the application from their home computer, any other computer with an internet connection or their phones. In addition, ITSQuest has computer centers that are accessible to all applicants and located in all branch offices.

### 2.0 Recruiting

ITSQuest's recruiting process begins by identifying the City's needs and then formulating a sustainable plan that will maximize time, energy and resources in recruiting qualified candidates. Our trained team identifies the best methods to attract qualified applicants. The company's priority is to attract the top talent to fill our clients' job orders. This is obtained by developing and practicing the following recruiting strategies:

- Create eye-catching posts that reflect the skill sets and generate applications
- Develop a clear employer/company brand
- Consistent and constant recruiting of frequently required job positions
- Keep an accurate tracking system
- Utilize social media
- Explore niche job boards and college boards/job fairs
- Post classified advertising in local and regional publications
- State unemployed assistance departments
- Local and regional job fairs

- Internet job posting and bulletin boards
- Offer an employee referral bonus to current employees
- Recruit in our daily lives throughout the community we serve
- Conduct behavioral-based interviews

Upon receiving a job order, we will initially do a search in our internal database to capture the candidates who are already screened and meet the skill sets required. ITSQuest consistently maintains a large database of qualified candidates. Calls are made to ensure the availability of the candidate and to give information on the position.

Simultaneously, we will post the position onto our website, Google, Facebook and other social media platforms. Social media recruitment with the Company includes a variety of platforms such as Facebook, Instagram, LinkedIn, Pinterest, Twitter, and Google. By focusing on applicants where they are, we have improved our online presence and increased our applicant pool.

Job boards on Facebook allow us to connect with applicants in Las Cruces by being a member of and posting jobs to their Las Cruces job seeker groups. We focus our efforts to specific locations, zip codes, and specified demographics to recruit ideal applicants.

The recruiters will make outgoing calls to other sources, including the New Mexico Workforce Connection database candidates, Career Builder, Indeed, etc. Each candidate obtained from whatever recruiting source will be screened to ensure they meet hiring requirements of the City of Las Cruces and ITSQuest, including applicable background checks and drug testing.

Each candidate's skills set, experience, behavioral-based interview, work history verifications and other screening items will be assessed before any job offer is made or submitted to our client to interview to ensure the top talent is presented. This ensures the employees will be productive and require minimal training upon starting the assignment.

When a timeline is established, we will immediately develop: (1) interview needs and methods, (2) appropriate testing to be administered, and (3) screening that targets key areas of knowledge, skills and employment background. This adds valuable benefits to the recruiting process by ensuring only qualified candidates are considered for the remainder of the process. The City has the right to interview each candidate and make a selection decision.

## 3.0 Screening

Every ITSQuest assigned employee is professionally screened and evaluated before a hiring determination is made. ITSQuest will honor the City's requirement for placements that employees meet the City's requirement of being able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position, unless otherwise specified. Below is an overview of our screening and assessment criteria.

It is a requirement for every ITSQuest applicant to:

- Have a current telephone number or message number
- Have a reliable way to get to work
- Have reliable childcare, if applicable

- Have verifiable work experience with gaps explained
- Pass a criminal background check based on the position
- Pass a drug test analysis
- Have valid I-9 identification

ITSQuest recruiters must verify at least two favorable work references from two separate companies prior to placement of an assignable employee, as well as verify licenses and skills disclosed during the application process. All information is recorded in our employment files within our computer system.

### 3.1 Criminal / Driving Background Checks

ITSQuest performs background checks on all assigned employees as part of the screening process. The background checks administered include county, city and state criminal background verifications, as well as social security verification, address verification and Sexual Offender Registry Search. We obtain national background checks on candidates who have lived in other states. If an assigned employee will be driving, we perform a MVR background of the state of the driver's license. All background checks are performed prior to placement and again upon reactivation if the employee leaves a job assignment and returns later. Temporary employees who drive City vehicles will have a valid driver's license check completed prior to placement.

ITSQuest staff are trained to analyze and read the background checks. Our internal policy mandates the staff obtain a second review by the CEO or President on any background check with negative information or any uncertainty. ITSQuest uses two vendors for background checks, including Asurint and Sterling. ITSQuest will provide verification of completed pre-employment screening to the City. An example of the background check is available upon request.

### 3.2 Drug Testing

Each applicant must consent to and sign a drug test policy prior to placement. This policy allows our company the right to administer a drug test prior to placement, randomly, with reasonable suspicion, and in certain types of workplace accidents or near miss events. The drug tests are five panel screens administered in the ITSQuest office and no charge is made to the client. Drug tests will be completed within five days prior placement. ITSQuest's five panel in-house test screens for:

1. Cocaine
2. Amphetamines
3. Methamphetamine
4. Marijuana
5. Opiates/Morphine

The screens also test for temperature and sample impairment (use of a non-urine substance in an attempt to alter the test results). ITSQuest will perform DOT drug tests through third party administrators and the client has the option to request a ten-panel test. Once a candidate satisfies the drug screen policy, we will consider the candidate for placement.

Alcohol testing is available upon request if alcohol use on a job site is suspected. This may be accompanied by a modest charge for client requested tests.

## 4.0 Skills Testing

All non-light industrial candidates are tested for claimed skills as disclosed in their application or interview process. The company uses a customized evaluation and training software system. Specific tests will be administered to comply with the specific skill sets as determined via the City's request. The clerical testing database includes, but not limited to, typing, grammar, basic offices skills, proofreading, software testing, customer service, etc.

Light industrial candidates can be tested in basic math, safety procedures (HAZCOM, lifting, lockout–tagout, material handling, personal protective equipment, and forklift certification) and in their ability to categorize items alphabetically. In addition, we will administer specific tests requested by the City. A list of available tests is available for review upon request.

## 4.1 Safety

ITSQuest has a strict safety guideline policy that promotes a safe work environment. We have a full-time risk and safety manager available for questions and comments related to facility safety. We will require our employees to attend safety training and adhere to the safety standards of the City. Our company uses safety videos and materials covering a wide range of job classifications and workplace settings, including discrimination and harassment.

ITSQuest has a deep bench of well-trained team members who will be utilized as needed or requested by the City. Our team members are trained in Human Resources, Manufacturing Technology, Technical Recruiting, Safety Planning, Workers' Compensation Issues, Training and Quality Assurance Systems, Quality Control and Statistical Quality Control and OSHA Standards.

ITSQuest utilizes the support of a commonly owned supporting entity, Imperium Risk, Inc., a risk and safety management company. The support of Imperium Risk includes consulting and training in compliance with OSHA and ANSI standards. The research support and practical hands on experience of Imperium Risk improves the risk and safety assessments of ITSQuest and indirectly benefits our client's needs without additional costs.

## 4.2 Accident Procedures

Despite diligent efforts to prevent accidents, in the event one occurs, we immediately begin the claims control process by investigating the accident and appropriately caring for the employee. Clients and employees benefit from our corporate nurse who is available 24 hours a day to handle accidents. Your company will be provided a list of our contact names, cell phone numbers, and emergency notification procedures in case of a workers' compensation accident. ITSQuest management employees are assigned a cell phone and a representative is on call every day and on weekends. All ITSQuest management have been trained extensively on how to handle claims of all types including work related injuries.

Investigations consist of site inspection and documentation early in the claim process through reports from the claimant, witnesses and supervisors. ITSQuest's Substance Abuse Program requires quantitative drug screening for certain accident claimants or those contributing to an accident. Injured employees are guided through the health care maze in a supportive and cost-effective manner with diligent effort given in returning the employee to meaningful work through ITSQuest's Modified Duty Program. All work-related claims are reviewed by the ITSQuest corporate nurse for reasonable and necessary health care.

## 5.0 Training

ITSQuest will provide training for assigned employees based on the type of position they will be assigned to. Our training programs include, but are not limited to:

- Eye & Hearing Protection
- PPE
- Pallet Jack Safety
- Dolly Usage
- Ladder Safety
- Hazardous Communication
- Blood Borne Pathogens
- Cut and Burn Prevention
- Slips, Trip, and Falls
- Fall Protection
- Back Injury Prevention
- Delivery Driver Safety
- Hand and Finger Injury Prevention
- High-Pressure Water Blaster Safety

## 6.0 Orientation of Employees

Key workplace conduct information presented enthusiastically and repeatedly in various media to accommodate employee varied learning styles ensures ITSQuest employees assigned to the City are prepared to work successfully. The information is customized for each job title.

Employment policies of the City and ITSQuest, workplace conduct, when to report to work and schedule expectations (including lunch time), pay rate and exempt/non-exempt status, customer service and courtesy, City of Las Cruces discrimination and harassment policy, City of Las Cruces Safety/Security regulations and general helpful information are presented during the employee orientation in multiple ways to satisfy individual employee learning and retention. Talking points are customized to reflect the most important challenges of each position. Each employee views a 15-minute video related to clerical or light industrial workplace readiness concepts. Each employee is also asked to limit personal phone calls to emergency calls while on duty.

An Employee Safety and Conduct Guideline addressing Time and Attendance, Workplace Attire (including safety shoes that meet ANSI and OSHA standards and other PPE), Communication, and 30 other topics related to workplace readiness is reviewed during employee orientation. The information is not random; it is tailored to emphasize the most important concepts for the employee's particular assignment. ITSQuest visits the City sites and talks with supervisors to understand the specific needs and challenges. This information is communicated to the employee.

A formalized process of signing off acknowledging the above key information is used to ensure work readiness and includes a verbal review between the employee and the ITSQuest

Employment Consultant. The employee is provided time to ask questions. Written documentation is provided for the employee as well as in the employee's file. A copy will also be sent to the City.

### 7.0 Replacing Employees

When it is necessary to replace a temporary employee, ITSQuest will keep a pool of available employees who will be on call to fill positions as soon as we learn of the need. Again, we will strive to fill the job position as quickly as possible or within four hours of notification with no additional cost. ITSQuest will gather any City items from the employee and return them to the City within five days.

## B. Response Time

When a job (work) order is placed with ITSQuest it will be evaluated and then assigned to an Employment Consultant to complete. The Employment Consultant will contact the City's requestor within two hours of initial order placed. Depending on the City's requirements and skill level of an applicant, we will strive to fill the job position within four business hours and one business day of notification. Typically, an ITSQuest Employment Consultant can fill most positions within four hours of notification. Historically, ITSQuest has a successful track record in maintaining timeliness and consistency in filling assignments.

## C. Employee Retention, Recognition Programs and Benefits

Holiday Pay - ITSQuest employees may qualify for Standard Holiday Pay (average hours worked, maximum of 8 hours) if the employee fulfills all the following:

- Work and be paid for 960 hours in the 26-week period prior to the holiday
- Work at least 30 hours in the week prior to the holiday
- Must work the scheduled day before and the day after the designated holiday

Eligible holidays include: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. If the client pays the holiday or the employee works the holiday, the employee will not receive a second paid day from ITSQuest.

Health Benefit Options - ITSQuest offers two health benefit options. The first plan is a Minimum Essential Coverage (MEC) Plan, which covers a multitude of preventative and wellness services including: blood pressure screening, cholesterol screening, depression screening, diabetes screening, immunizations, and many others. The second plan is called MEC Heavy. It is a self-funded, fully insured plan.

ITSQuest also offers separate dental and vision plans for our employees.

Plans are group plans, and any participating employee may transfer their coverage under certain conditions, including COBRA. We offer a payroll deduction plan for any employee wishing to participate in the health benefits. The insurance plan summary is available upon request.

Sick Leave Act of New Mexico - ITSQuest offers New Mexico employees sick leave in accordance with the Healthy Workplace Act. All employees are notified they are required to contact their assignment supervisor and ITSQuest branch representative immediately if they are going to be absent or late for an assignment. In accordance with the act, and upon eligibility, ITSQuest, Inc ensures assigned employees of the following:

They have the right to earn sick leave.

- For every 30 hours worked they accrue 1 hour of available sick leave or .0334 hours earned for every 1 hour worked.
- From your date of hire they are allowed to use 64 of your accrued hours within a 12-month timeframe.
- Sick leave will be paid on the same pay day as regular hours and at regular rate of pay.
- Use of sick leave is reserved for the injury, diagnosis, and preventative care of you or a family members physical or mental health, meetings and appointments for such care related to your child, and for absences related to domestic abuse, assault, and stalking.
- Documentation will be required for absences of two or more consecutive days.
- ITSQuest and its representatives will not retaliate for use of sick leave.
- Employees have the right to file a complaint should ITSQuest deny use of sick leave or retaliate for the use of sick time.

Referral Bonuses - ITSQuest assigned employees are encouraged to refer family and friends seeking employment to register with our company. In order to encourage this, we offer a $25.00 “Referral Bonus” to all assigned employees. To receive a bonus, the applicant must list the name of who referred them as the source of referral on their application. They must also work a total of 40 hours within a 30 day time frame. There is no limit on the number of referrals the employee can refer. Clients are not billed for the referral bonuses paid to assigned employees.

The same benefits apply to both full time and part time employees if they qualify. The qualification is based on hours worked.

**D. Performance Evaluations**

Evaluations are performed at specific intervals to ensure our employees are meeting the City’s expectations. We want to ensure employees are meeting goals and objectives that increase overall productivity and bring value by maintaining the following practices:

- Arrival Call: ITSQuest contacts the employee on the first day of a new assignment to ensure timely arrival.
- One Week Follow-Up: ITSQuest’s representative will communicate with the City one week after a new employee has started to verify the City’s level of satisfaction regarding that employee.
- 30-Day Evaluation: Approximately 30 days into each assignment, our representative will discuss with the City supervisor to evaluate the employee’s performance.
- Informal Evaluations: ITSQuest representatives frequently interact with the employees they place during an assignment through paycheck delivery, phone calls, or site visits.

Performing evaluations at specific intervals ensures our employees will meet the City's expectations and address any short falls.

## E. Risk and Safety Assessment

As part of our deep commitment to risk and safety, we seek to provide a safe work environment for our employees as well as yours. We will provide the best possible service to the City by establishing a partnership with the following benefits:

- **Intimate Knowledge of Your Facilities**
  We conduct a thorough site inspection before we assign any of our employees to your facility. We use this information to provide you with the best possible workforce.
- **Talent Matching**
  Based on our site inspections, the City's job descriptions and required skill sets, we develop an acute understanding to determine who to place.
- **Lower Turnover**
  Because of the comprehensive screening and filtering processes, we employ higher quality workers and have lower turnover rates than general industry averages.
- **Less Downtime and Increased Productivity**
  We take all the necessary steps to ensure assigned employees are properly trained and qualified to work at your facility.
- **Preservation of Your Safety Record**
  OSHA recordkeeping regulations dictate all reportable incidents taking place at your facility are documented on your OSHA 300 Log. As your screening partner, we promote safety awareness and ensure proper training to minimize recordable incidents. We are available to work with department supervisors on any safety concerns.
- **Client-Specific Orientation**
  When we identify a worker who fits your personnel needs, we customize our orientation processes to accurately reflect the work environments at the City job sites. We will rely on you to provide site-specific training and join us in documentation.

## F. Quality Assurance

ITSQuest will perform quality assurance procedures to identify the City's specific required forms and protocol, reporting documentation and timeframe, staffing short falls, safety concerns and to assist in generating a corrective action plan.

ITSQuest policy states if an employee is not performing to the City's standards and we are notified within the first four hours, no charge is applied. ITSQuest will notify the City if any temporary employee fails to adhere to the City's directions, policies, procedures, security/safety regulations or demonstrates they are not qualified to perform required duties. ITSQuest agrees to replace employees in this case within two days. ITSQuest takes the responsibility and will gather items, including badges, keys, etc. from assigned employees who leave, and return the items to the City within five (5) working days as per the specific conditions in "item **g"** of the RFP.

ITSQuest acknowledges and agrees that should the City wish to hire an individual onto the City

payroll who has been filling the temporary position for no less than ninety (90) days, neither the individual nor the City will be required to pay a finder's fee. ITSQuest does not consent to transferring an employee to another staffing company's payroll.

The company internally audits all payroll and billing cycles on a weekly basis to determine errors and omissions as soon as possible. Our Quality Assurance Program (QAP) is a useful and effective training tool developed internally to ensure the client is receiving correct payroll and billing information.

## G. Execution

The corporate culture of ITSQuest is based upon execution. It is our belief our company employs a more comprehensive and detailed assessment process analyzing the work-fit of each assigned employee placed at your work site. Our company developed checks and balances to eliminate undesirable applicants from employment by ITSQuest.

It is important to select a staffing partner that believes in performing in a manner that benefits all participants in the employment process, including the assigned employee as well as the contractor and especially our client. ITSQuest understands the needs and requirements of each of our clients and builds our placement strategy around that criteria.

## H. Technology, Cyber Security and Confidentiality

We are passionate about keeping our employees' and our clients' information safe and secure; therefore, we have ensured all sensitive data is kept electronically and every one of our users has a unique username, password, and access capability. We have invested in highly sophisticated software for client information, recruiting, onboarding, performance evaluations, employee tracking, payroll, management, etc. A managed service provider oversees our technology.

No paper is kept. Once documents are scanned into our system, the paper is destroyed by a company that is certified by The National Association for Information Destruction, which ensures all procedures surpass strict security guidelines. Electronic documents are protected and shielded. Access to confidential and highly confidential classifications of documents is allowed based on the need to know.

## I. Timesheets and Invoice Process

Each employee will complete an ITSQuest timesheet weekly. The timesheets are completed electronically through our Avionte software portal. Once the employee submits their hours worked, an email is sent to the supervisor for review and approval. ITSQuest compensates in accordance with the requirements of the FLSA, New Mexico State Law and the City's minimum wage ordinance. A sample electronic timesheet is in the Attachments.

Our invoices are generated at the end of our payroll process. ITSQuest has the capability to submit invoices to the City in any format, including by location, department, job or supervisor. Invoices

will be emailed to disbursements@lascruces.gov and coded with any information requested. We can also provide any weekly, monthly, or quarterly reports.

ITSQuest acknowledges and agrees normal payment terms for the City will be Net 20 days.
The City understands unpaid accounts will be considered default after sixty days after an approved invoice is issued. A service charge of 1.5 percent may be accrued on unpaid invoices on a monthly basis. A sample invoice is included in the Attachments.

## II. Team Qualifications

**Key Personnel assigned to City of Las Cruces**

ITSQuest's staff has over 100 years of combined experience in account management, recruiting, regulatory compliance, and risk management that will be essential to successfully provide services to the City of Las Cruces' contract.

**Carol Everly, PHR, SHRM-CP, CPC**
Vice President and Area Manager
Carol Everly has been working with ITSQuest for 19 years and has comprehensive human resources, sales, marketing and management, and human resources consulting experience. In her experience, Carol has over 15 years of recruiting, vetting, on-boarding and training applicants, candidates and employees. Carol, also, has developed information policies, job duties/descriptions, working conditions and wages for public and private clients. She directly oversees personnel in eight of our offices.

**Blanca Martinez**
Employment Consultant, Single Point of Contact (SPOC) – Las Cruces
Blanca Martinez has worked with the City of Las Cruces throughout her career with ITSQuest for over ten years, since April 2013. Blanca deals with both clients and employees in Las Cruces on a daily basis, including extensive recruiting, on-boarding of new employees, payroll, assessment of employees and serving our clients. She performs the day-to-day operations and accountability regarding all aspects of employee intake and placement. Blanca is also responsible for all functions of the payroll completed at the branch level and tracking invoicing for our Las Cruces area government clients.

**Crystal Valenzuela**
Marketing Manager – Las Cruces
Crystal Valenzuela joined ITSQuest four years ago and is the marketing manager for Las Cruces. She is responsible for developing and maintaining a customer base using a strategic marketing plan to better serve our customers' staffing needs. As such, she is responsible for negotiating and preparing contracts, assessing candidates and risk. She maintains complete records of business transactions, as well as daily activities and visits client sites to ensure client satisfaction and employee compliance.

**Rosa Torres**
Employment Consultant – Las Cruces

Rosa Torres has been working in the recruiting field for several years with the ITSQuest team in Las Cruces. She is responsible for recruiting, assessing and orienting assigned employees. She is well-versed in payroll processing, records management, interviewing and human resources documentation. She works closely with employees and clients and works diligently in following processes to fulfill client orders.

## III. Proven Performance

### ITSQuest's Accomplishments

From the time we receive an order, through the time the order is completed, our processes are what set us apart from our competition. Our five references are listed in the next section. Because of our commitment and thoroughness, we earned the following contracts:

Cooperative Educational Services Award. Cooperative Educational Services (CES), New Mexico, awarded ITSQuest Contract Number 2021-28-C113-ALL for temporary employment and recruitment services related to clerical, administrative, light industrial, substitute teachers, nurses, custodial, maintenance, cooks, and professional skilled staffing. ITSQuest offers CES members and participants comprehensive staffing for a wide variety of placements and excellent Human Resource products and services. The company lists over 90 job descriptions and placement positions. ITSQuest staffs many schools, cities, and municipalities through the CES contract. Our awards from CES are attached.

GSA Schedule. ITSQuest holds a GSA schedule. It is Contract Number GS-02F-006CA (Schedule 736) by the General Services Administration to provide Temporary Administrative and Professional Staffing Services, and it is available to all governmental entities throughout the State of New Mexico. We are the only firm in southern New Mexico that holds this designation.

New Mexico Pricing Agreement. ITSQuest holds one of the few pricing agreements, Contract Number 00-00000-19-00040 with the State of New Mexico, and we are the only staffing firm in southern New Mexico with this agreement.

Education Service Center – Region 19 Award. Education Service Center, TX, also known as Allied States Cooperative, awarded ITSQuest Contract number 22-7448 for Temporary Services. ITSQuest offers Region 19 members/participants staffing for a variety of placements.

### ITSQuest's References

ITSQuest staffs various clients and projects ranging from several hundred assigned employees to just a few directed from our local branch offices or with on-site staff management. The company serves clients working in light industrial, clerical, medical classifications, hospitality and food service, professional technical and law enforcement officer trainees.

ITSQuest provides temporary personnel to several municipalities, counties and government contracts, and maintains an excellent relationship with them, including the City of Las Cruces,

State of New Mexico, City of Roswell, City of Lubbock, Farmington Municipal Schools, City of Portales, Cooperative Educational Services (CES), Bernalillo County, and Eddy County.

**City of Las Cruces**
ITSQuest is currently servicing a contract from the City of Las Cruces, New Mexico, to provide Temporary Staffing Services, and has been successfully staffing positions since December 2004. ITSQuest provides temporary and temp-to-hire employees throughout many City departments, including, Parks & Recreation, Utilities, Housing Authority, Police Department, Roadrunner Transit, City Clerk, Customer Service throughout various departments, Traffic Control, Butterfield Transfer Department, Accounting & Finance, Assistant City Manager's Office, Library, City Manager's Office, Commercial Waste Department, Facilities Department, Human Resources, Legal Department, Public Services Department, Contracts Administration, Purchasing Department, and Risk Management Department.

**City of Lubbock**
ITSQuest began providing the City of Lubbock with temporary personnel in 2007, and we have maintained an excellent relationship with the City. The City has performed audits on our files for the last three years and has found that our procedures and documentation were complete and thorough. Positions we have filled over the years have been in the following areas: Civic Center, Health Department, Parks and Recreation, Accounting, Environmental Health, Human Resources, Parks and Recreation, Public Works, Purchasing, Risk Management, Senior Citizen Center, Silent Wings Museum, Solid Waste, Storm Water Management, Switch Board, Water Engineering, West Texas Regional Disposal, Information Technology, Utilities, and the Street Department.

City of Lubbock
Sofia Ramos, Human Resources-Employee Relations
1625 13th Street
Lubbock, Texas 79457
806-775-2318
Sramos@mylubbock.us

**City of Roswell**
ITSQuest has been providing staffing services to the City of Roswell, New Mexico, since 1999. Positions include: Customer Service, Administrative Assistant, Maintenance, Law Enforcement, Office Manager, Receptionist, Data Entry Clerk, Custodian, Janitor, Water Department Laborer, Bookkeeper, Hostess, Dispatcher, Landscaper, Clerical Assistant, and Welder. Departments include: City Sanitation, Municipal Court, Bus Station, Mayor's Office, City Manager's Office, Convention Center, HR Director's Office, and Police Station.

City of Roswell, New Mexico
Renee Trujillo, Human Resources Manager
425 North Richardson
Roswell, New Mexico 88201
575-637-6242
r.trujillo@roswell-nm.gov

**Cooperative Educational Services**
Cooperative Educational Services (CES), New Mexico, awarded ITSQuest the contract for temporary labor services related to teachers, nurses, custodial, maintenance, cooks, administrative support and professional staffing. ITSQuest offers CES members and participants comprehensive staffing for a wide variety of placements and excellent Human Resource products and services. The company lists over ninety job descriptions and placement positions. ITSQuest staffs many cities and municipalities through the CES contract.

Cooperative Education Services
Robin Strauser, Associate Director
10601 Research Rd., SE
Albuquerque, New Mexico 87123
505-344-5470
Robin@ces.org

**City of Portales**
The City of Portales, New Mexico, started an open-ended contract with ITSQuest in February 2014 for professional temporary and temporary-to-hire services. In a four-month period ITSQuest staffed The City of Portales with over 50 employees. ITSQuest has provided Lifeguards, Information Technology Professionals, Clerical, Solid Waste, Water Department Workers, Water Treatment Plant Workers, Recreation Center Aides, and Parks and Wildlife employees to the City.

City of Portales, New Mexico
Jo McVey, Infrastructure Project Administrator
1028 W. Community Way
Portales, NM 88130
575-356-6662
JMcvey@portalesnm.gov

**State of New Mexico**
In the second quarter of 2016, ITSQuest was awarded a contract from the New Mexico Department of Transportation to help staff ports of entry throughout the state. The initial order was for roughly 40 positions across the state. Within a year, the contract was extended and expanded to include other positions, including supervisory positions. Along with the ports of entry, ITSQuest staffs many other departments throughout the State of New Mexico.

State of New Mexico Department of Transportation
Franklin Garcia, Bureau Chief
1120 Cerillos Road
Santa Fe, New Mexico 87504
505-827-3200
Franklin.garcia@state.nm.us

# *Attachments*

*Proposal For:*

## RFP No: 23-24-047
## Temporary Employment Services
## Due: April 23, 2024 at 4:00 p.m. MST

# INVOICE

ITSQuest, Inc.
4505 82nd St., Ste. 3
Lubbock, TX 79424

| Branch Name | Company # | Invoice # | Invoice Date |
|---|---|---|---|
| ITSQuest-Las Cruces #08 | **12345** | **123456** | **?/??/????** |



Company Billed: **Name**
**Address**

Week of **(runs from Monday to Sunday)**

| Week End Date | Employee Name | | Bill Hours | Bill Rate | Bill Amount |
|---|---|---|---|---|---|
| ??/??/???? | Name | Job Title | | | |
| | [ PO #:if any] | Type of Hours | #ofhours | rate | $0.00 |
| | | | Total This Week Worked: | | $**0.00** |

| | |
|---|---|
| Subtotal | $**0.00** |
| Invoice Adjustment | |
| Plus Sales Tax | $**0.00** |
| | $**0.00** |

Thank You for your business!!

Sales Taxable Amount of $**0.00**

| Invoice Number | Account Number | Company Name | Payment Due Date | Amount Due | Please Enter Amount Paid |
|---|---|---|---|---|---|
| **123456** | | C**ompany Name** | Due On Receipt | $**0.00** | |

MAIL PAYMENTS TO

ITSQuest, Inc.
4505 82nd St., Ste 3
Lubbock, TX 79424

Electronic Remittance Address:

City Bank Texas
611 University
P.O. Box 5060
Lubbock, TX 79408
ABA Routing Number: 111301737
Account Number: 30270822
Account Name: itsQuest, Inc.

PLEASE MAKE CHECKS PAYABLE TO:

ITSQuest, Inc.

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

# RESIDENT BUSINESS CERTIFICATE

Issued to: **ITSQUEST, INC.**

DBA: **ITSQUEST, INC.**
**4505 82ND ST STE 3**
**LUBBOCK, TX 79424-3219**

Expires: **05-Nov-2024**

Certificate Number:

**L0252076976**

Stephanie Schardin Clarke
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

**CITY OF LAS CRUCES**
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

# 2019 - 04 ****

Type
BUSINESS REGISTRATION

Number
3348

Issue Date
03/01/2018

Expires
**04/30/2019**

** NOTICE **

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: ITSQUEST, INC
1990 E LOHMAN AVE A
LAS CRUCES NM 88001

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE *****

---

**CITY OF LAS CRUCES**
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

# 2019 - 04 ****

**Certificate Receipt**

Type
BUSINESS REGISTRATION

License Number
3348

Fee Paid
35.00

Issue Date
03/01/2018

Expiration Date
**04/30/2019**

** NOTICE **

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: ITSQUEST INC
4505 82ND ST STE 3
LUBBOCK, TX 79424

***** NOTIFY CITY OF LAS CRUCES IMMEDIATELY IF THIS BUSINESS LOCATION CLOSES *****
***** KEEP THIS COPY FOR YOUR RECORDS *****

**** ITSQuest has maintained an office in Las Cruces since 2001. When we moved from our Lohmann location in 2020, we didn't receive license update requests and only recently realized we were not holding a current business license. We requested an updated certificate from the State of NM to reflect the Las Cruces address. Upon receipt via US mail, we will promptly pay the past and current business license fees and schedule the required inspection.

April 23, 2024

City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

RE: RFP 23-24-047 for Temporary Employment Services

To whom it may concern:

ITSQuest, Inc., is pleased to submit an offer in response to the referenced Temporary Employment Services Request for Proposal ("RFP"). ITSQuest has been providing experienced and reliable staffing professionals to municipalities and businesses throughout Texas and New Mexico since 1994. Our services include expertise in the areas of candidate assessment, screening, interviewing, background checks, and drug screening for all employees. We pride ourselves in the quality of service we provide to our clients, employees, and the community.

The intention of this RFP is to award a Temporary Employment Services contract for a term of four years. We have reviewed the contents within the RFP to assess the requirements, and we have determined that they are entirely within the levels of our experience and completely within the realm of our capabilities. The attached proposal outlines the required information by the City of Las Cruces describing our proactive and risk-management approach to staffing.

ITSQuest has a long-term partnership, since 2005, with the City of Las Cruces and have been working closely with multiple departments, delivering outstanding services. ITSQuest looks forward to a continuing partnership with the City of Las Cruces and pledge our commitment for staffing excellence in addressing all temporary employment services requirements addressed in the RFP.

If you have any questions or require additional information, please feel free to contact me by phone or email.

Sincerely,

Carol Everly, Vice President
everlyc@itsquest.com

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

| | |
|---|---|
| **Direct Labor Costs (Statutory and Fringe)** | **19.25%** |
| **OverHead Costs** | **12.75%** |
| **General and Administrative Costs** | **4.75%** |
| **Profit Range** | **7.15%** |

## City of Las Cruces Pricing (RFP 23-24-047)

| Occupation Title | Wage Range Low* | Wage Range High* | Mark Up | Direct Labor Cost Low | Direct Labor Cost High | Direct Payroll Low | Direct Payroll High | Overhead Low | Overhead High | General and Admin Low | General and Admin High | Total Indirect Low | Total Indirect High | Profit Low | Profit High | Cost Per Hour Range | Cost Per Hour Range |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Accountant | $18.00 | $40.00 | 1.439 | 3.47 | 7.70 | 21.47 | 47.70 | 2.30 | 5.10 | 0.86 | 1.90 | 3.15 | 7.00 | 1.29 | 2.86 | $ 25.90 | $ 57.56 |
| Accounting Clerk | $13.00 | $18.00 | 1.439 | 2.50 | 3.47 | 15.50 | 21.47 | 1.66 | 2.30 | 0.62 | 0.86 | 2.28 | 3.15 | 0.93 | 1.29 | $ 18.71 | $ 25.90 |
| Accounting Technician/Bookkeeper | $15.00 | $20.00 | 1.439 | 2.89 | 3.85 | 17.89 | 23.85 | 1.91 | 2.55 | 0.71 | 0.95 | 2.63 | 3.50 | 1.07 | 1.43 | $ 21.59 | $ 28.78 |
| Administrative Services Support | $13.65 | $20.00 | 1.439 | 2.63 | 3.85 | 16.28 | 23.85 | 1.74 | 2.55 | 0.65 | 0.95 | 2.39 | 3.50 | 0.98 | 1.43 | $ 19.64 | $ 28.78 |
| Animal Care Technician | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Aquatic Instructor | $14.00 | $18.00 | 1.439 | 2.70 | 3.47 | 16.70 | 21.47 | 1.79 | 2.30 | 0.67 | 0.86 | 2.45 | 3.15 | 1.00 | 1.29 | $ 20.15 | $ 25.90 |
| Assistant Curator | $12.36 | $17.00 | 1.439 | 2.38 | 3.27 | 14.74 | 20.27 | 1.58 | 2.17 | 0.59 | 0.81 | 2.16 | 2.98 | 0.88 | 1.22 | $ 17.79 | $ 24.46 |
| Cashier | $13.50 | $16.00 | 1.439 | 2.60 | 3.08 | 16.10 | 19.08 | 1.72 | 2.04 | 0.64 | 0.76 | 2.36 | 2.80 | 0.97 | 1.14 | $ 19.43 | $ 23.02 |
| Code Enforcement Officer | $17.95 | $20.00 | 1.439 | 3.46 | 3.85 | 21.41 | 23.85 | 2.29 | 2.55 | 0.85 | 0.95 | 3.14 | 3.50 | 1.28 | 1.43 | $ 25.83 | $ 28.78 |
| Computer Operator I | $12.36 | $17.00 | 1.439 | 2.38 | 3.27 | 14.74 | 20.27 | 1.58 | 2.17 | 0.59 | 0.81 | 2.16 | 2.98 | 0.88 | 1.22 | $ 17.79 | $ 24.46 |
| Computer Operator II | $13.00 | $18.00 | 1.439 | 2.50 | 3.47 | 15.50 | 21.47 | 1.66 | 2.30 | 0.62 | 0.86 | 2.28 | 3.15 | 0.93 | 1.29 | $ 18.71 | $ 25.90 |
| Computer Operator III | $14.00 | $19.00 | 1.439 | 2.70 | 3.66 | 16.70 | 22.66 | 1.79 | 2.42 | 0.67 | 0.90 | 2.45 | 3.33 | 1.00 | 1.36 | $ 20.15 | $ 27.34 |
| Computer Programmer I | $20.65 | $25.00 | 1.439 | 3.98 | 4.81 | 24.63 | 29.81 | 2.63 | 3.19 | 0.98 | 1.19 | 3.61 | 4.38 | 1.48 | 1.79 | $ 29.72 | $ 35.98 |
| Computer Programmer II | $21.75 | $27.00 | 1.439 | 4.19 | 5.20 | 25.94 | 32.20 | 2.77 | 3.44 | 1.03 | 1.28 | 3.81 | 4.73 | 1.56 | 1.93 | $ 31.30 | $ 38.85 |
| Computer Programmer III | $22.80 | $30.00 | 1.439 | 4.39 | 5.78 | 27.19 | 35.78 | 2.91 | 3.83 | 1.08 | 1.43 | 3.99 | 5.25 | 1.63 | 2.15 | $ 32.81 | $ 43.17 |
| Cook | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Custodian | $12.36 | $17.00 | 1.439 | 2.38 | 3.27 | 14.74 | 20.27 | 1.58 | 2.17 | 0.59 | 0.81 | 2.16 | 2.98 | 0.88 | 1.22 | $ 17.79 | $ 24.46 |
| Customer Service Field Representative | $13.70 | $18.00 | 1.439 | 2.64 | 3.47 | 16.34 | 21.47 | 1.75 | 2.30 | 0.65 | 0.86 | 2.40 | 3.15 | 0.98 | 1.29 | $ 19.71 | $ 25.90 |
| Customer Service Reprentative | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Data Entry Clerk I | $12.50 | $16.00 | 1.439 | 2.41 | 3.08 | 14.91 | 19.08 | 1.59 | 2.04 | 0.59 | 0.76 | 2.19 | 2.80 | 0.89 | 1.14 | $ 17.99 | $ 23.02 |
| Data Entry Clerk II | $13.00 | $16.50 | 1.439 | 2.50 | 3.18 | 15.50 | 19.68 | 1.66 | 2.10 | 0.62 | 0.78 | 2.28 | 2.89 | 0.93 | 1.18 | $ 18.71 | $ 23.74 |
| Dishwasher | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Engineer | $22.75 | $40.00 | 1.439 | 4.38 | 7.70 | 27.13 | 47.70 | 2.90 | 5.10 | 1.08 | 1.90 | 3.98 | 7.00 | 1.63 | 2.86 | $ 32.74 | $ 57.56 |
| Engineering Technician | $16.00 | $25.00 | 1.439 | 3.08 | 4.81 | 19.08 | 29.81 | 2.04 | 3.19 | 0.76 | 1.19 | 2.80 | 4.38 | 1.14 | 1.79 | $ 23.02 | $ 35.98 |
| Equipment Operator I | $12.65 | $17.00 | 1.439 | 2.44 | 3.27 | 15.09 | 20.27 | 1.61 | 2.17 | 0.60 | 0.81 | 2.21 | 2.98 | 0.90 | 1.22 | $ 18.20 | $ 24.46 |
| Equipment Operator II | $14.50 | $18.50 | 1.439 | 2.79 | 3.56 | 17.29 | 22.06 | 1.85 | 2.36 | 0.69 | 0.88 | 2.54 | 3.24 | 1.04 | 1.32 | $ 20.87 | $ 26.62 |
| Equipment Operator III | $23.75 | $28.00 | 1.439 | 4.57 | 5.39 | 28.32 | 33.39 | 3.03 | 3.57 | 1.13 | 1.33 | 4.16 | 4.90 | 1.70 | 2.00 | $ 34.18 | $ 40.29 |
| Facility Monitor | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| File Clerk I | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| File Clerk II | $12.50 | $16.50 | 1.439 | 2.41 | 3.18 | 14.91 | 19.68 | 1.59 | 2.10 | 0.59 | 0.78 | 2.19 | 2.89 | 0.89 | 1.18 | $ 17.99 | $ 23.74 |
| Food Server Worker | $12.50 | $16.00 | 1.439 | 2.41 | 3.08 | 14.91 | 19.08 | 1.59 | 2.04 | 0.59 | 0.76 | 2.19 | 2.80 | 0.89 | 1.14 | $ 17.99 | $ 23.02 |
| Forklift Operator | $12.50 | $17.00 | 1.439 | 2.41 | 3.27 | 14.91 | 20.27 | 1.59 | 2.17 | 0.59 | 0.81 | 2.19 | 2.98 | 0.89 | 1.22 | $ 17.99 | $ 24.46 |
| General Labor Water Resources | $12.50 | $16.50 | 1.439 | 2.41 | 3.18 | 14.91 | 19.68 | 1.59 | 2.10 | 0.59 | 0.78 | 2.19 | 2.89 | 0.89 | 1.18 | $ 17.99 | $ 23.74 |
| General Laborer | $12.36 | $17.00 | 1.439 | 2.38 | 3.27 | 14.74 | 20.27 | 1.58 | 2.17 | 0.59 | 0.81 | 2.16 | 2.98 | 0.88 | 1.22 | $ 17.79 | $ 24.46 |
| General Maintenance (Parks & Rec) | $12.50 | $16.50 | 1.439 | 2.41 | 3.18 | 14.91 | 19.68 | 1.59 | 2.10 | 0.59 | 0.78 | 2.19 | 2.89 | 0.89 | 1.18 | $ 17.99 | $ 23.74 |
| General Maintenance Worker | $12.50 | $17.00 | 1.439 | 2.41 | 3.27 | 14.91 | 20.27 | 1.59 | 2.17 | 0.59 | 0.81 | 2.19 | 2.98 | 0.89 | 1.22 | $ 17.99 | $ 24.46 |
| General Office Clerk I | $12.36 | $17.00 | 1.439 | 2.38 | 3.27 | 14.74 | 20.27 | 1.58 | 2.17 | 0.59 | 0.81 | 2.16 | 2.98 | 0.88 | 1.22 | $ 17.79 | $ 24.46 |
| General Office Clerk II | $12.50 | $17.00 | 1.439 | 2.41 | 3.27 | 14.91 | 20.27 | 1.59 | 2.17 | 0.59 | 0.81 | 2.19 | 2.98 | 0.89 | 1.22 | $ 17.99 | $ 24.46 |

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| IT Administrative Assistant | $14.75 | $20.00 | 1.439 | 2.84 | 3.85 | 17.59 | 23.85 | 1.88 | 2.55 | 0.70 | 0.95 | 2.58 | 3.50 | 1.05 | 1.43 | $ 21.23 | $ 28.78 |
| IT Technician | $16.00 | $22.00 | 1.439 | 3.08 | 4.24 | 19.08 | 26.24 | 2.04 | 2.81 | 0.76 | 1.05 | 2.80 | 3.85 | 1.14 | 1.57 | $ 23.02 | $ 31.66 |
| Lab Technician | $13.00 | $18.00 | 1.439 | 2.50 | 3.47 | 15.50 | 21.47 | 1.66 | 2.30 | 0.62 | 0.86 | 2.28 | 3.15 | 0.93 | 1.29 | $ 18.71 | $ 25.90 |
| Landscaping/Groundskeeper | $12.50 | $16.50 | 1.439 | 2.41 | 3.18 | 14.91 | 19.68 | 1.59 | 2.10 | 0.59 | 0.78 | 2.19 | 2.89 | 0.89 | 1.18 | $ 17.99 | $ 23.74 |
| Librarian | $13.00 | $25.00 | 1.439 | 2.50 | 4.81 | 15.50 | 29.81 | 1.66 | 3.19 | 0.62 | 1.19 | 2.28 | 4.38 | 0.93 | 1.79 | $ 18.71 | $ 35.98 |
| Librarian Aide/Clerk | $12.36 | $18.00 | 1.439 | 2.38 | 3.47 | 14.74 | 21.47 | 1.58 | 2.30 | 0.59 | 0.86 | 2.16 | 3.15 | 0.88 | 1.29 | $ 17.79 | $ 25.90 |
| Licensed Practical Nurse I | $16.00 | $28.00 | 1.439 | 3.08 | 5.39 | 19.08 | 33.39 | 2.04 | 3.57 | 0.76 | 1.33 | 2.80 | 4.90 | 1.14 | 2.00 | $ 23.02 | $ 40.29 |
| Lifeguard | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Machine Maintenance Mechanic | $15.50 | $20.00 | 1.439 | 2.98 | 3.85 | 18.48 | 23.85 | 1.98 | 2.55 | 0.74 | 0.95 | 2.71 | 3.50 | 1.11 | 1.43 | $ 22.30 | $ 28.78 |
| Maintenance Technician | $13.50 | $18.00 | 1.439 | 2.60 | 3.47 | 16.10 | 21.47 | 1.72 | 2.30 | 0.64 | 0.86 | 2.36 | 3.15 | 0.97 | 1.29 | $ 19.43 | $ 25.90 |
| Material Handler | $12.50 | $17.00 | 1.439 | 2.41 | 3.27 | 14.91 | 20.27 | 1.59 | 2.17 | 0.59 | 0.81 | 2.19 | 2.98 | 0.89 | 1.22 | $ 17.99 | $ 24.46 |
| Medical Assistant | $12.36 | $18.00 | 1.439 | 2.38 | 3.47 | 14.74 | 21.47 | 1.58 | 2.30 | 0.59 | 0.86 | 2.16 | 3.15 | 0.88 | 1.29 | $ 17.79 | $ 25.90 |
| Office Assistant | $12.50 | $17.00 | 1.439 | 2.41 | 3.27 | 14.91 | 20.27 | 1.59 | 2.17 | 0.59 | 0.81 | 2.19 | 2.98 | 0.89 | 1.22 | $ 17.99 | $ 24.46 |
| Parks and Recreation Aide | $12.00 | $16.00 | 1.439 | 2.31 | 3.08 | 14.31 | 19.08 | 1.53 | 2.04 | 0.57 | 0.76 | 2.10 | 2.80 | 0.86 | 1.14 | $ 17.27 | $ 23.02 |
| Pool Maintenance | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Receptionist | $12.36 | $17.00 | 1.439 | 2.38 | 3.27 | 14.74 | 20.27 | 1.58 | 2.17 | 0.59 | 0.81 | 2.16 | 2.98 | 0.88 | 1.22 | $ 17.79 | $ 24.46 |
| Secretary I | $12.50 | $17.50 | 1.439 | 2.41 | 3.37 | 14.91 | 20.87 | 1.59 | 2.23 | 0.59 | 0.83 | 2.19 | 3.06 | 0.89 | 1.25 | $ 17.99 | $ 25.18 |
| Secretary II | $13.00 | $18.50 | 1.439 | 2.50 | 3.56 | 15.50 | 22.06 | 1.66 | 2.36 | 0.62 | 0.88 | 2.28 | 3.24 | 0.93 | 1.32 | $ 18.71 | $ 26.62 |
| Shipping/Receiving Clerk | $12.60 | $18.00 | 1.439 | 2.43 | 3.47 | 15.03 | 21.47 | 1.61 | 2.30 | 0.60 | 0.86 | 2.21 | 3.15 | 0.90 | 1.29 | $ 18.13 | $ 25.90 |
| Special Events Staff - Exhibit Monitor | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Special Events Staff - Registration | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Special Events Staff - Security | $12.36 | $17.00 | 1.439 | 2.38 | 3.27 | 14.74 | 20.27 | 1.58 | 2.17 | 0.59 | 0.81 | 2.16 | 2.98 | 0.88 | 1.22 | $ 17.79 | $ 24.46 |
| Special Events Staff - Set up/Breakdown | $12.36 | $16.00 | 1.439 | 2.38 | 3.08 | 14.74 | 19.08 | 1.58 | 2.04 | 0.59 | 0.76 | 2.16 | 2.80 | 0.88 | 1.14 | $ 17.79 | $ 23.02 |
| Sr. Office Assistant | $13.00 | $18.00 | 1.439 | 2.50 | 3.47 | 15.50 | 21.47 | 1.66 | 2.30 | 0.62 | 0.86 | 2.28 | 3.15 | 0.93 | 1.29 | $ 18.71 | $ 25.90 |
| Uncertified Cadets | $15.00 | $25.00 | 1.439 | 2.89 | 4.81 | 17.89 | 29.81 | 1.91 | 3.19 | 0.71 | 1.19 | 2.63 | 4.38 | 1.07 | 1.79 | $ 21.59 | $ 35.98 |
| Warehouse Specialist | $12.50 | $18.00 | 1.439 | 2.41 | 3.47 | 14.91 | 21.47 | 1.59 | 2.30 | 0.59 | 0.86 | 2.19 | 3.15 | 0.89 | 1.29 | $ 17.99 | $ 25.90 |
| Waste Maintenance | $12.50 | $17.00 | 1.439 | 2.41 | 3.27 | 14.91 | 20.27 | 1.59 | 2.17 | 0.59 | 0.81 | 2.19 | 2.98 | 0.89 | 1.22 | $ 17.99 | $ 24.46 |
| Youth Program Specialist | $13.00 | $17.50 | 1.439 | 2.50 | 3.37 | 15.50 | 20.87 | 1.66 | 2.23 | 0.62 | 0.83 | 2.28 | 3.06 | 0.93 | 1.25 | $ 18.71 | $ 25.18 |

* The City of Las Cruces will determine the final wage rate offer to employee selected. The awarded mark-up rate of 43.9% will be used to calculate the bill rate within the ranges. Clerical or light industrial positions not listed will relfect the 43.9% mark up. ITSQuest acknowledges any fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary with supporting documentation.

EXHIBIT "G"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and ManpowerGroup US, Inc., of 580 N. Telshor, Las Cruces, NM, 88011, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | ManpowerGroup US, Inc.<br>580 N. Telshor<br>Las Cruces, NM 88011<br>ATTENTION: Frank Armendariz, SVP West |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

MANPOWERGROUP US, INC.

BY: _____
Frank Armendariz
SVP West

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/28/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

.

Prepared for City of Las Cruces

April 23, 2024

# Temporary Employment Services
# RFP No. 23-24-047
## Technical Proposal

Manpower®

Manpower US Inc.
580 N. Telshor
Las Cruces, NM 88011

April 23, 2024

City of Las Cruces
City Purchasing Section Bid Clerk
bidclerk@las-cruces.org

RE: City of Las Cruces - RFP No. 23-24-047 Temporary Employment Services

Dear Bid Clerk,

Thank you for inviting us to submit this proposal for Temporary Employment Services for the City of Las Cruces (the City). Manpower built this proposal around your specific requirements. We welcome the opportunity to discuss our proposed team, experience, and approach as the City moves forward in this selection process.

Manpower's proprietary service delivery model allows us to match the best candidate to your requisitions. This model sets us apart and allows us to excel by providing our clients with productive workers and our associates with work that matches their skills, interests, and abilities. It allows us to gather parallel information from the client and the candidate. This results in an accurate match between associate characteristics and client requirements and allows us to predict on-the-job success. Our consultative approach and knowing what is important to attract candidates allows us to target and recruit the candidates that the City requires.

When you need flexibility that matches demand and more predictability in your workforce, we connect you with skilled, local talent when you need them the most. A flexible staffing solution with Manpower means you benefit from an ongoing extension of your operations built from our access to local talent and customized through our direct and ongoing relationship with your team and our workers. Our services include Permanent Hiring, Flexible Staffing, Project Staffing, and Onsite Management. We specialize in Office, Call Center, Professional, Light Industrial, and Industrial positions.

As a reputable agency with a local presence in the Las Cruces area since the mid-1960s, we are committed to efficiently and effectively meeting your staffing needs.

- **Local Office Establishment:** Our established office in Las Cruces positions us to serve the City seamlessly. We understand the importance of proximity and accessibility, ensuring prompt responses to inquiries and requests.
- **Dedicated Coordinators:** Manpower proposes designating a local single point of contact (SPOC) and a backup coordinator. These professionals will be accessible during normal work hours (8:00 am to 5:00 pm, Monday through Friday) to handle employment requests, address inquiries, and assist with scheduling, billing, contract compliance, and problem-solving.
- **Pre-Employment Screening and Productivity:** Our temporary associates will have successfully completed applicable background checks and drug testing required for a specific position. They are immediately productive, requiring minimal training and orientation. We prioritize competence and reliability.

- **Orientation on City Policies:** Manpower takes responsibility for informing and orienting our personnel on all relevant City rules, regulations, and policies. Written acknowledgments of receipt will be provided to ensure compliance.
- **Prompt Availability Confirmation:** Upon receiving a job request, we commit to confirming a temporary employee's availability within four (4) business hours and one (1) business day. Should we be unable to fulfill a request, we respect the City's prerogative to explore other qualified sources.
- **Screening for Minimum Qualifications:** We ensure that all temporary employees referred to the City meet the minimum qualifications required for their positions. Quality assurance is our priority.
- **Swift Replacement for Non-Compliance:** In the event of non-compliance by a temporary employee—whether related to directions, policies, or safety regulations—we pledge to replace them within two (2) working days.

Manpower appreciates the opportunity to contribute to the City's workforce. Our credentials and references are enclosed. We look forward to discussing how our partnership can enhance your operations.

Thank you for considering Manpower as your trusted staffing solution.

Sincerely,

*Sherri Rials*

Sherri Rials
Market Principal
West Texas/New Mexico Market
O: 575-522-6028 Ext. 2
sherri.rials@manpower.com

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# RFP COMPLIANCE DECLARATION

CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** Temporary Employment Services

**RFP NO.:** 23-24-047

**DUE DATE/TIME:** April 23, 2024 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Manpower US Inc.
580 Telshor
Las Cruces, NM 88011

Shaun M. Fracassi
Authorized Signature
Shaun Fracassi
Typed or Printed Name
VP, Growth Markets & Strategic Initiatives
Title
shaun.fracassi@manpower.com
Email Address

Telephone number 575-522-6028 Fax number none

NM Tax & Revenue Dept. CRS # 02-296622-00-0

Current NM Secretary of State Business ID # 1767696 (corporations only)

Current CLC Business Registration # 4069-23 (respondents located in Las Cruces only)

Federal I.D. number 39-1836586 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

Revised: February 2024 Page 1 of 10

# TECHNICAL APPROACH

## SERVICE DELIVERY METHODOLOGY

Our service delivery model is designed to match the best candidates with the City's requirements based on issued purchase orders. This approach allows us to provide skilled and productive workers that match their interests and abilities. By gathering parallel information about both the candidates and the City, we can accurately match the characteristics of the associates with the City's requirements, which predicts on-the-job success. We also follow up with our associates and the City to ensure that our service meets their expectations.

The Manpower service delivery model consists of the following processes:

- **Interview**: Our structured interview gathers work-related information about each applicant to uncover the broadest range of work they can do. We match applicants to various positions based on their preferences, aptitudes, and skills.
- **Assessments:** During the intake process, we verify an applicant's skills and knowledge through various assessments. These assessments predict success on the job and help reveal aptitudes and abilities that the applicant might not have realized they possess.
- **Training**: We offer our associates a variety of training opportunities, including safety and quality training. Training is also available to associates who want to expand their skills or improve weaknesses identified through testing.
- **Client Assignment:** Our job order aid program gathers skill-related information to match the most qualified associate based on the client's requirements.
- **Work Environment**: Manpower's work environment summary helps gather information about the client worksite to provide well-prepared associates who can become productive quickly. It also allows us to verify that a client worksite is a safe place for our associates.
- **Quality Performance:** We are committed to providing employment services of the highest possible quality to our clients and associates through successfully implementing this service delivery model. Consistently measuring satisfaction and performance with our clients and associates helps confirm that we follow the fundamental, proven processes.

This streamlined approach guarantees the right match and high performance, reflecting our dedication to quality and efficiency.

## RECRUITING

Manpower will define, document, and use a specific integrated recruiting plan to support the City’s hiring requirements. Staffing needs can change rapidly, and Manpower's flexible recruitment model allows us to support various needs. From targeted, local recruiting techniques to technology-enhanced recruiting, our wide-ranging strategies help identify the best candidate pools. We also

maintain available candidates in our proprietary database, and we will partner with you to further anticipate skills and usage patterns.

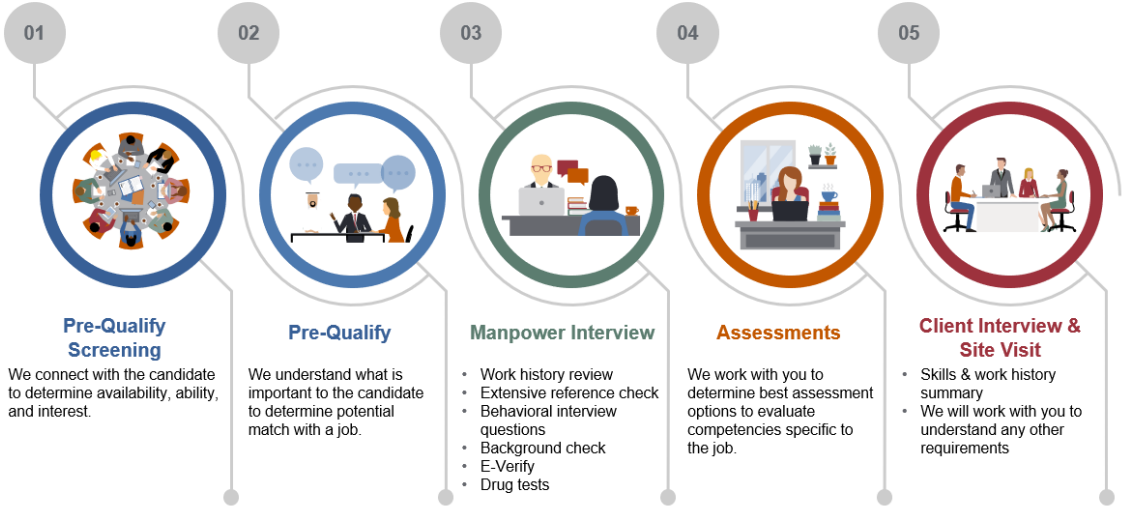
Additionally, Manpower is committed to upholding diversity and inclusion across our global operations. We've tailored programs to help our clients build workforces that mirror the diverse communities they serve. Our mission is to foster a culture of respect, acceptance, and inclusion, and we're dedicated to combating racism and promoting equality within our company and the broader community.

*Our channel approach to recruiting top talent incorporating all levels of recruitment simultaneously:*




## COMPLIANCE & PRE-SCREENING PROCESS

Manpower's standard pre-screen process validates a candidate's interest, availability, and skill to meet the needs of the positions we are filling.



# MANPOWER CANDIDATE INTERVIEW

Our Compliance & Screening Process features a crucial initial candidate interview. This step is key for matching the right candidates to positions by gathering information on their backgrounds, skills, and goals. We focus on understanding the candidate's employment needs, verifying their work experience and skills, and gauging their fit for contingent roles with Manpower.

The interview can be conducted over the phone or via video, making the selection process more efficient and flexible. This method allows us to assess candidates fairly, asking relevant questions and accurately recording their responses. The outcomes of these interviews guide us in further evaluating the candidate's abilities through assessments.

For specific needs, we offer tailored interviews to identify candidates with the desired behaviors and competencies. This approach aims to find candidates who will thrive in their roles, leading to higher productivity, satisfaction, reduced turnover, and longer tenure.

## Background Checks

Manpower has teamed with several background screening firms to meet virtually any screening requirement and can match the background check requirements the City uses to screen your permanent hires. We are happy to share our significant savings by giving you access to our negotiated rates.

The most common background checks Manpower conducts are:

- **Review of criminal conviction history**—seven- and ten-year searches, including county, state, and federal regions.
- **Drug screening**—our standard drug screen is a six-panel, oral fluid test conducted in the Manpower office. The six-panel oral fluid test can detect the following substances: cocaine, morphine (opiates), amphetamines, methamphetamines, PCP, and THC (marijuana). This oral fluid test is our standard process for drug screening.

Additional checks we can perform include the following:

- **Review of motor vehicle records**—we can examine an applicant's state driving history to determine that individual's driver's license status. This review reveals any driving violations, convictions, or accidents for the timeframe available from a state's repository. Some access fees may apply.
- **Employment history verification**—the routine check is a formal, documented, in-depth analysis of our associates' work history. This review includes interviews with former employers to validate

information such as dates of employment, position, salary, responsibilities, reason for leaving, eligibility for rehire.

- **Educational record verification**—for educational information, including degrees and attendance dates at an educational institution. We also can verify the status of any claimed credential or professional license.
- **National credit file check**—through the largest credit bureau in the country, we access a full credit report. This includes information such as payment histories, bankruptcy proceedings, collection accounts, and civil litigation records.
- **National criminal record file**—at the county, state, or federal level, we can check applicants for any convictions of both felony and related misdemeanor convictions. This includes a verification of the applicant's social security number.
- **Supplementary database search**—database of historical background checks that include other sources such as State Department of Corrections Records. Not acceptable as a standalone search.
- **Sexual offender search**—national sexual offender registry investigation

We are confident that we can meet your requirements if any background checks or reviews that we have not included in this summary that the City performs as part of your standard screening process.

### Additional Services

Manpower can also offer the following additional screening-related services:

- **Fingerprinting, Physical exams, OFAC search, OIG/GSA search**

## Drug Screening

Manpower does drug testing on our candidates only when required by the City. To ensure uniformity, all candidates for your positions that require drug testing should complete the same type of drug testing. Details on specific methods of drug testing are as follows:

- **Oral Fluids**—oral fluid (saliva) tests measure for drugs currently in the system. They are generally conducted in Manpower offices and usually have results within fifteen minutes. The oral six—and ten-panel drug tests are the most common and Manpower's preferred drug testing method.
- **Six-panel**—our standard drug screen when drug screenings are requested. This test can detect cocaine, morphine (opiates), amphetamines, methamphetamines, PCP, and THC (marijuana). We can adjust drug tests to meet your requirements on substances you need to be detected. The oral fluid test is our standard process for drug screening unless prohibited by state law.
- **Ten-panel**—a more comprehensive ten-panel oral fluid test. Additional substances tested and those tested in the six-panel test include barbiturates, benzodiazepine, methadone, and propoxyphene.

- **Urine**—Manpower can also test our associates with a five-panel or ten-panel urine test if the City needs more extensive testing. This test can detect amphetamines, cocaine, cannabinoids (marijuana), opiates (morphine), phencyclidine (PCP), barbiturates, benzodiazepines, methadone, methaqualone, and propoxyphene. Our urine-based drug testing is done through Sterling and their partners (LabCorp, Quest, and Concentra) by trained collectors in a clinical setting.

### Reference Check and E-Verify Approach

In addition to any City-required background checks, we conduct the following:

- Employment verification—every employee's work authorization is verified with a photo ID, and the social security number is run through the Department of Homeland Security E-Verify software.
- Work history verification—we check an applicant's work references by contacting former employers. For legal reasons, the applicant's written consent for the release of this information is obtained.

We will develop and implement an onboarding checklist for use in the Manpower branch for your needs. The recruiter will document completion in our front office system. Candidates will not be sent to begin work until the appropriate background checks and drug screens have been completed and the results confirm that a candidate has been cleared. Our branch will perform monthly audits of all procedures and client programs to ensure compliance.

## MANPOWER CANDIDATE ASSESSMENTS

Interview results help us determine which of the candidate’s capabilities to evaluate with our various assessments. Our validated skill assessments then guide us in determining how well a candidate knows a specific skill. This thorough process results in smart and accurate placement decisions. A complete understanding of the client assignment allows us to administer the proper assessment(s) to candidates. Confirming a candidate’s skills before we make the placement decision is a core part of our success. The more we know about the assignment, the better we can use the powerful assessment tools at our disposal. Manpower offers a host of skill assessments for candidates interested in administration, light industrial, and industrial positions. Snapshots of the various assessments are provided below.

### Administrative Screening and Assessments

The validated skill assessments we administer to candidates for administrative assignments guide us in determining how well a candidate knows a specific skill. This results in smart and accurate placement decisions. A complete understanding of the assignment at the City allows us to administer the proper assessment(s) to candidates. Confirming a candidate’s skills before we make the placement decision is a core part of our success. The more we know about the work our associates

will encounter when on assignment, the better we can use the powerful assessment tools at our disposal. A sample test result document can be found in the *Appendix*.

Manpower offers a host of skill assessments for candidates interested in administrative positions.

| Test | Description |
|---|---|
| SURESKILL® | These assessments measure a candidate's proficiency in a software package. The tests cover software suites, including Access, Excel, Word, PowerPoint, and Windows. The software packages include activities related to word processing, presentation graphics, database, and spreadsheet functions. |
| AccountCheck® | This comprehensive accounting skills assessment ensures that the individuals we have placed in finance-related positions are qualified and can produce results on the first day of an assignment. It evaluates the candidate's ability to analyze and record business transactions, calculate percentages, interpret invoice information, and make decisions regarding bank reconciliation, such as updating the general ledger. |

## Ultradex® Light Industrial Assessments

For light industrial positions, Manpower's proprietary battery of assessments, Ultradex, uncovers a candidate's ability to perform well in a demanding, high-energy setting. These tests measure a candidate's skills, aptitude, and ability to perform job-related tasks such as assembly machine operation, packaging, and inspection. No other staffing company offers a comparable comprehensive assessment tool.

Ultradex consists of a suite of seven tests that measure competencies relevant to manufacturing and production environments, such as:

- Desire to do quality work
- Attention to detail
- Ability to follow verbal and written instructions
- Speed and dexterity (for gross and fine motor skills)
- Skills and abilities in performing job tasks related to assembly, machine operation, packaging, and inspection

## Additional Skilled Trades Assessments

Through our partnership with SHL, a leading provider of selection and psychometric testing tools, we can also offer an additional host of assessments to gauge visual estimation, mechanical/spatial skills, and thinking skills.

## CLIENT CANDIDATE INTERVIEW

A high-touch candidate experience characterizes our screening process. Once the candidate has completed the pre-qualification process and we confirm that the candidate is also a good fit with the City's culture, Manpower will arrange the candidate's interview with the City's hiring manager if required.

## CANDIDATE ONBOARDING

Manpower's candidate onboarding process includes:

| | |
|---|---|
| • Manpower Employment Agreement<br>• Manpower Policies and Procedures<br>• W2<br>• I-9 (E-Verify)<br>• Safety Training – General safety, Haz-Com, Lifting, Forklift | • Client-Specific Requirements and Orientation<br>– Drug Screen<br>– Background Check Verification<br>– City's Discrimination Policy as provided by the City<br>– City's Dress Code<br>– Conformity of fire and safety/security regulations on the City's premises<br>– Mobile Phone Usage while on duty<br>– Assignment-specific instructions |

Manpower agrees to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Manpower will also ensure that each temporary associate acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.

### Peoplenet Timekeeping Overview

Manpower uses Peoplenet, a time capture tool developed explicitly for the staffing industry to track and manage time worked by Manpower associates. Each week, Manpower processes more than 30,000 time slips via Peoplenet with favorable results. Time can be captured and approved via a web-based portal.

*Our flexible time capture solutions allow you to choose the option that best meets your needs.*



Peoplenet has provided industry-leading systems to capture and streamline the flow of critical workforce information for over twenty years. Key benefits of the solution include the following:

- **Ease of use and accuracy**—Multiple time entries and simple approval options drive efficient and accurate payroll and invoicing. The system generates automatic emails and SMS notifications when time or approvals are missing to expedite processing.
- **Visibility**—Peoplenet gives managers complete visibility into timeclock and attendance data.
- **Reporting and control**—Along with the time entry options, Peoplenet offers multiple reporting capabilities. Depending on the solution chosen, these could include schedule access to timecards, headcount, and expenses.
- **Integration technology**—Various time capture options can push current workforce information to a cloud-based management console. There is no software to install or maintain.
- **Convenient support**—Peoplenet supports associates and client managers, ensuring they get the most from the tool.

Additionally, Peoplenet stores data for seven years, has a state-of-the-art disaster recovery plan to provide 99% system uptime, and is SAE 16 compliant. Peoplenet is the right solution for the City.

Some items of note with this system:

- With web time entry, associates can record and submit their hours through the web—from a PC, mobile device, or entering their hours by using a toll-free phone line.
- Peoplenet gives your supervisors a convenient, secure way to approve hours and expenses.
- Web time provides the same approval options that associates have for time entry. The supervisor will receive an email every Monday reminding them to approve time. They simply click a link to access the timesheets for their associates. The associate does not need a user ID or password.
- Web time entry offers historical timesheet reporting.

## Safety Training

### Workplace Evaluation

One of the first steps we take before placing an employee on assignment at your facility comes in the form of a thorough evaluation and review of all the City's-mandated safety policies. A better understanding of your work environment results in the best match possible. A member of our local service team will request a tour of your site periodically. Through this tour, we learn firsthand about your safety training, equipment safeguards, and about necessary personal protective equipment our temporary employees may be required to wear. Our staff communicates this and other important safety information to our temporary employees before they begin an assignment.

### Employee Safety Orientation

From the workplace evaluation findings, we build a customized orientation process to engrain our employees with your safety rules and prepare them to contribute towards a safe and hazard-free work environment. At the very least, each new Manpower employee is provided access to our PowerYOU training platform, which offers safety courses that are interactive, easy to follow, and include tests. Employees also watch a how to lift training video at the time of application. The workplace evaluation findings further guide us to build a comprehensive approach to address specific safety issues and scenarios related to your work environment.

## Associate Benefits

| BENEFIT | DESCRIPTION |
|---|---|
| **Medical** | Associate, Associate plus one, or Family |
| **Dental** | Associate, Associate plus one, or Family |
| **Short Term Disability** | Associate only |
| **Holidays** | 6 Days |
| **401(k)** | Associates can contribute from 1% to 50% of pay; many investment choices. |
| **Life and AD&D** | $25,000 with option for additional spousal or dependent coverage |
| **Employee Assistance Program** | Associates and their dependents enrolled in our medical plans |
| **Fitness Center Discount Program** | $25/month membership to over 10,000 fitness centers nationwide |
| **On-demand App for Stress, Anxiety, & Depression** | Associates and their dependents enrolled in our medical plans |

# CANDIDATE DIFFERENTIATORS

Like other staffing companies, we have the knowledge to recruit, assess, and train associates for our clients. The Manpower difference lies in our comprehensive training and education path that effectively prepares our workers to work safely and hones the skills they need to be successful. Coupled with Manpower's intake process and thorough understanding of your working environment, we select motivated people with the skills, commitment, aptitude, and personality to succeed in their assignments.

## Retaining Top Talent with Rewards & Recognition

Based on The American Staffing Association's benchmark findings, Manpower's turnover is significantly lower than the industry average.

**MyPath Medals**
- Associate recognition for exceptional performance through digital badges
- Associates feel more valued and satisfied at work
- Drives productivity and performance

**powerYOU**

Provide associates resources to develop their skills and support career development
- Customized training courses
- Pre- and post-training assessments
- Preparation courses for certification exams
- Opportunity to chat with mentors / experts

**Competitive Compensation Package & Non-Wage Incentives**
- Comprehensive wages and regular wage analysis
- Recognition programs
- Training and career advancement opportunities

**Referral Bonus Program**
- Rewards associates for referring outstanding people
- New hires referred by current employees tend to perform better and stay with organization longer
- Expands our pool of quality talent

**Circle of Excellence**
- Performance-related rewards
- Demonstrates appreciation
- Award recipients receive gift cards

**Net Promoter System (NPS)**
- World-class insights to improve associate loyalty, satisfaction, and engagement
- Measures loyalty and experience

**Associate Support & Coaching**
- Career mentoring and development
- Weekly touch points; regular follow up
- TextUs

**And More!** University of Phoenix

## Manpower MyPath Overview

Simply finding talented employees isn't enough; it's crucial to retain and motivate them as well. Reduced turnover boosts productivity and satisfaction. Manpower's MyPath program supports this by offering upskilling, personalized guidance, and resources to help associates grow and achieve their goals.

*MyPath delivers better talent, unique attraction, and retention.*



## Experience

We connect individuals to the right jobs and companies to keep them employed and ready for their next career move. We open doors to the first job and the next job.

## Assessment

Performance, preferences, skills, and work-readiness assessments help candidates explore and understand their strengths and opportunities.

## Education

Skill development for our associates meets the needs of current and future in-demand jobs and ensures they stay relevant:

- **College Tuition Program**—Eligible, actively assigned Manpower associates can pursue an Associate's or Bachelor's degree at no cost*
- **PowerYOU**—A training platform providing actively assigned Manpower associates with access to thousands of online courses at no cost.
- **Manpower Acceleration Program**—Condensed training programs provide associates with new skills for in-demand jobs, maintaining value while meeting clients' talent needs.
- **GED Path**—Manpower is investing in associates by providing an opportunity to eligible associates with a no-cost option to obtain a GED. Eligible associates can access online GED preparation classes, assessments, support counselors, and testing vouchers at no cost.

## Momentum through Guidance and Coaching

Manpower knows that retaining top talent takes recognition. We reward and recognize associates in various ways to drive higher levels of employee satisfaction and engagement, leading to lower turnover and a stronger pool of quality talent for Manpower clients. With MyPath Medals, clients can recognize associates for their exceptional performance. Our associate referral bonus program rewards associates for referring outstanding people to us. Lastly, we use the Net Promoter System (NPS) to measure loyalty and experience.

### Circle of Excellence

- Rewards associates for a job well done
- Demonstrates appreciation to those who work with us
- Award recipients select a gift card from 350+ retailers, restaurants, travel, and entertainment vendors

### MyPath Medals

- Gives clients a way to recognize associates for exceptional performance through digital badges
- Leads to individuals feeling more valued and satisfied at work
- Ultimately drives productivity and performance

### Associate Referral Bonus Program*

- Rewards associates for referring outstanding people
- New hires referred by current employees tend to perform better and stay with organization longer
- Expands our pool of quality talent

* program availability varies by office location

### Net Promoter System (NPS)

- World-class insights to improve associate loyalty, satisfaction, and engagement.
- Measures loyalty and experience through rigorous feedback gathering, analysis, and constant attention to actions of clients, candidates, and employees

# KEY PERSONNEL

Manpower has been operating since 1948 and has had an office in Las Cruces for over 50 years. Our office is located at 580 N. Telshor and we are open from Monday to Friday, 8 am to 5 pm. Our dedicated service staff is available after hours and on weekends and can be reached via cell phone for coverage. Our team has 88 years of combined experience in recruiting and service delivery, and we are committed to providing you with the best possible service.

| TEAM MEMBER | EXPERIENCE |
|---|---|
| **Sherri Rials**<br>West TX/NM Market Principal | • 27 Years Recruiting Experience<br>• Region Safety Champion<br>• 100% Service Delivery<br>• Escalation, Billing, and Contract Requirements |
| **Marisol Espinosa**<br>Sr. Recruiter | • 16 Years of Recruiting Experience<br>• Market Safety Champion<br>• 100% Dedicated Recruiter<br>• Single Point of Contact (SPOC) for Staffing needs at the City |
| **Justine Medina**<br>Sr. Recruiter | • 8 Years Recruiting Experience<br>• 100% Dedicated Recruiter<br>• Backup to SPOC, Marisol Espinosa |
| **Jonathan Williams**<br>Market Delivery Lead | • 8 Years Recruiting and Onsite Management Experience<br>• 100% Dedicated Manager for Service Delivery |
| **Connie Dominguez**<br>Recruiter | • 15 Years Recruiting Experience<br>• 100% Dedicated Recruiter |
| **Claudia Leal**<br>Recruiter | • 14 Years Recruiting Experience<br>• 100% Dedicated Recruiter |

# PAST CONTRACTS/EXPERIENCE

| CLIENT | CONTACT INFORMATION | CONTRACT DESCRIPTION |
|---|---|---|
| University of California Los Angeles | Sandra Chang, Commodity Manager Strategic Sourcing Schang@finance.ucla.edu | Temporary Staffing Services All campuses, Law clerk, Paralegal, Collections, Accounts Payables, Admissions, Billing, Purchasing, Forklift |
| City of Milwaukee, WI | Vanessa Armstrong, HR Administrator Vaarmst@milwaukee.gov | Staffing Services, Summer Youth Internship |
| City of Mankato, MN | Melissa Weston, HR Mweston@mankatomn.gov<br><br>Shelia Huber, HR Shuber@mankatomn.gov | Staffing Services, Events, Parking Attendants, Arena, Parks & Recreation, Clerical, L-Industrial |
| Careersource Central Florida | Leo Alvarez Lalvarez@careersourcecf.com | Staffing Services Youth, Adult, Summer Youth Internship, Sourced Hires, Special Projects |
| Sacramento Housing & Redevelopment Agency | Tracy Knighton, AWI-CH HR Program Manager Tknighton@shra.org | Staffing Services<br>Clerical, Call Center, Housing Techs |
| Becton Dickinson | Rogelio Chacon, Sr. HR Manager rogelio.chacon@bd.com | Staffing Services, Clerical, L-Industrial, FL, Quality, Warehouse, Assembly/Production |
| Sensient | Keegan Blank, Plant Manager Keegan.blank@sensient.com | Staffing Services, L-Industrial, FL, Quality/Inspection, Warehouse, Production |

## State and Local Government Experience

Our staffing brands, Manpower and Experis, provide staffing and other contingent workforce solutions to state and local government agencies across the US, filling thousands of project positions. This experience ranges from filling clerical, administrative, and professional positions to managing information technology projects. We have hundreds of county and city contracts with over $140 million in local government spend. Over the past year, ManpowerGroup held over 120 City-level contracts, over seventy-five county-level contracts, and twenty-seven state contracts, totaling over $31 million in local government spending. Some of our state-level contracts include Arizona, Montana, Utah, Oregon, Kansas, Florida, Wisconsin, South Carolina, New York, and California.

At the local level, a sampling of county and municipal agencies that we support includes the following:

- Benton County, AZ
- Mesa, AZ
- Sacramento City/County, CA
- San Joaquin County, CA
- Fresno County, CA
- Denver City/County, CO
- Hillsborough County, FL
- Broward County, FL
- Jacksonville, FL
- Atlanta, GA
- Cobb County, GA
- Boise, ID
- Detroit, MI
- Isabella County, MI
- Traverse City, MI
- Charlotte, NC
- Raleigh, NC
- Marion County, NC
- New York, NY
- Columbus, OH
- Tulsa, OK
- Portland, OR
- Easton, PA
- Warren County, PA
- Houston, TX
- Austin, TX
- San Antonio, TX
- Alexandria, VA
- Richmond, VA
- Outagamie County, WI
- Appleton, WI
- Madison, WI
- Milwaukee, WI

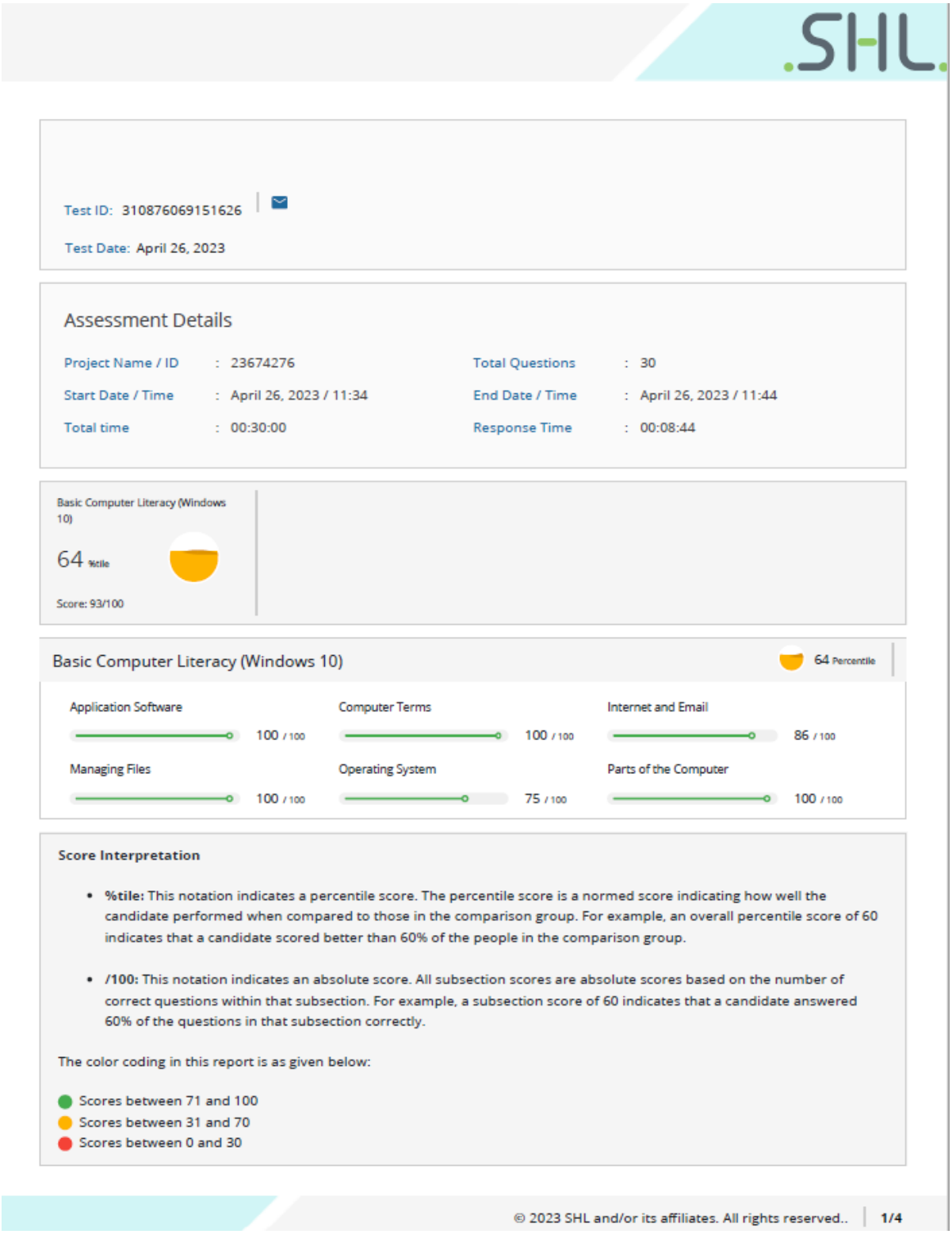
Our extensive experience in managing workforce solutions for public agencies across the country has given us a deep understanding of the diverse cultural elements, compliance requirements, reporting mandates, and cost-related objectives that these agencies demand. However, we also reside and operate within the local community. Our local presence enables us to comprehend the challenges faced by our clients and tailor our solutions to meet these challenges effectively. Our local presence has a positive impact on the economy of the communities we support by providing employment opportunities to qualified individuals and reducing the burden on government support services. We have designed our recruiting process to attract and retain skilled individuals who can add value to your agency from the very first day, all through a single point of contact.

# APPENDIX

- Sample Assessment Results
  - Computer Literacy
  - Excel
- Acord Certificate of Insurance – Certificate Holder - City of Las Cruces
- Sample Invoice
- State of New Mexico Taxation and Revenue Department Registration Certificate
- State of New Mexico Certificate of Good Standing and Compliance
- City of Las Cruces Business Registration License

# SAMPLE ASSESSMENT RESULTS

## Computer Literacy



Test ID: 310876069151626

Test Date: April 26, 2023

### Assessment Details

| | | | |
|---|---|---|---|
| Project Name / ID | : 23674276 | Total Questions | : 30 |
| Start Date / Time | : April 26, 2023 / 11:34 | End Date / Time | : April 26, 2023 / 11:44 |
| Total time | : 00:30:00 | Response Time | : 00:08:44 |

Basic Computer Literacy (Windows 10)

64 %tile

Score: 93/100

### Basic Computer Literacy (Windows 10)

64 Percentile

| | | |
|---|---|---|
| Application Software 100 / 100 | Computer Terms 100 / 100 | Internet and Email 86 / 100 |
| Managing Files 100 / 100 | Operating System 75 / 100 | Parts of the Computer 100 / 100 |

**Score Interpretation**

- **%tile:** This notation indicates a percentile score. The percentile score is a normed score indicating how well the candidate performed when compared to those in the comparison group. For example, an overall percentile score of 60 indicates that a candidate scored better than 60% of the people in the comparison group.
- **/100:** This notation indicates an absolute score. All subsection scores are absolute scores based on the number of correct questions within that subsection. For example, a subsection score of 60 indicates that a candidate answered 60% of the questions in that subsection correctly.

The color coding in this report is as given below:

- Scores between 71 and 100
- Scores between 31 and 70
- Scores between 0 and 30

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1 | Detailed Response

Basic Computer Literacy (Windows 10) — 64 Percentile

Detailed Score Report

| Q# | Result | Job Skill | Skill Level | Time |
|---|---|---|---|---|
| 1 | Correct | Application Software | Basic | 00:00:20 |
| 2 | Correct | Operating System | Basic | 00:00:05 |
| 3 | Correct | Application Software | Basic | 00:00:21 |
| 4 | Correct | Application Software | Basic | 00:00:08 |
| 5 | Correct | Managing Files | Basic | 00:00:07 |
| 6 | Correct | Internet and Email | Intermediate | 00:00:19 |
| 7 | Correct | Internet and Email | Basic | 00:00:10 |
| 8 | Correct | Internet and Email | Basic | 00:00:11 |
| 9 | Correct | Managing Files | Basic | 00:00:13 |
| 10 | Correct | Operating System | Basic | 00:00:25 |
| 11 | Correct | Managing Files | Basic | 00:00:08 |
| 12 | Correct | Managing Files | Basic | 00:00:12 |
| 13 | Incorrect | Internet and Email | Intermediate | 00:00:21 |
| 14 | Correct | Managing Files | Basic | 00:00:13 |
| 15 | Correct | Managing Files | Basic | 00:00:15 |
| 16 | Correct | Internet and Email | Basic | 00:00:13 |
| 17 | Correct | Computer Terms | Basic | 00:00:28 |
| 18 | Correct | Parts of the Computer | Basic | 00:00:14 |

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| | | | | |
|---|---|---|---|---|
| 19 | Incorrect | Operating System | Basic | 00:00:08 |
| 20 | Correct | Operating System | Basic | 00:00:13 |
| 21 | Correct | Internet and Email | Basic | 00:00:22 |
| 22 | Correct | Computer Terms | Intermediate | 00:00:17 |
| 23 | Correct | Parts of the Computer | Intermediate | 00:00:35 |
| 24 | Correct | Computer Terms | Intermediate | 00:00:21 |
| 25 | Correct | Computer Terms | Intermediate | 00:00:06 |
| 26 | Correct | Application Software | Advanced | 00:00:17 |
| 27 | Correct | Managing Files | Basic | 00:00:43 |
| 28 | Correct | Internet and Email | Basic | 00:00:30 |
| 29 | Correct | Parts of the Computer | Basic | 00:00:24 |
| 30 | Correct | Managing Files | Basic | 00:00:25 |

Analysis by Skill

| Level | Number of Questions | Number Correct | Total Percentage |
|---|---|---|---|
| Basic | 20 | 19 | 95% |
| Intermediate | 9 | 8 | 89% |
| Advanced | 1 | 1 | 100% |
| Total | 30 | 28 | 93% |

Analysis by Job Skill

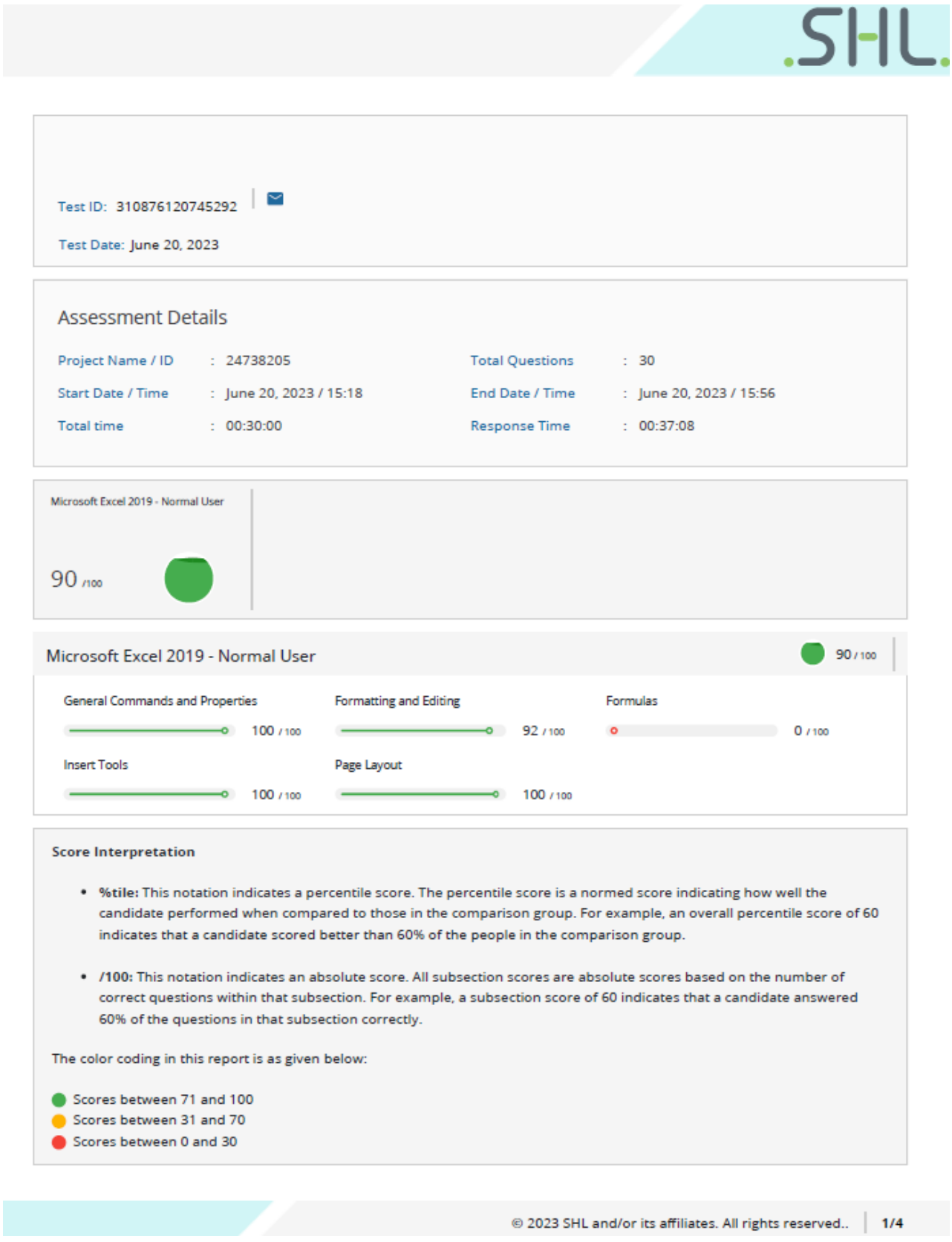
| Topic | Number of Questions | Number Correct | Total Percentage |
|---|---|---|---|
| Application Software | 4 | 4 | 100% |
| Operating System | 4 | 3 | 75% |

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| | | | |
|---|---|---|---|
| Managing Files | 8 | 8 | 100% |
| Internet and Email | 7 | 6 | 86% |
| Computer Terms | 4 | 4 | 100% |
| Parts of the Computer | 3 | 3 | 100% |

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## Excel



Test ID: 310876120745292

Test Date: June 20, 2023

### Assessment Details

| | | | |
|---|---|---|---|
| Project Name / ID | : 24738205 | Total Questions | : 30 |
| Start Date / Time | : June 20, 2023 / 15:18 | End Date / Time | : June 20, 2023 / 15:56 |
| Total time | : 00:30:00 | Response Time | : 00:37:08 |

Microsoft Excel 2019 - Normal User

90 /100

Microsoft Excel 2019 - Normal User 90 / 100

| | | |
|---|---|---|
| General Commands and Properties 100 / 100 | Formatting and Editing 92 / 100 | Formulas 0 / 100 |
| Insert Tools 100 / 100 | Page Layout 100 / 100 | |

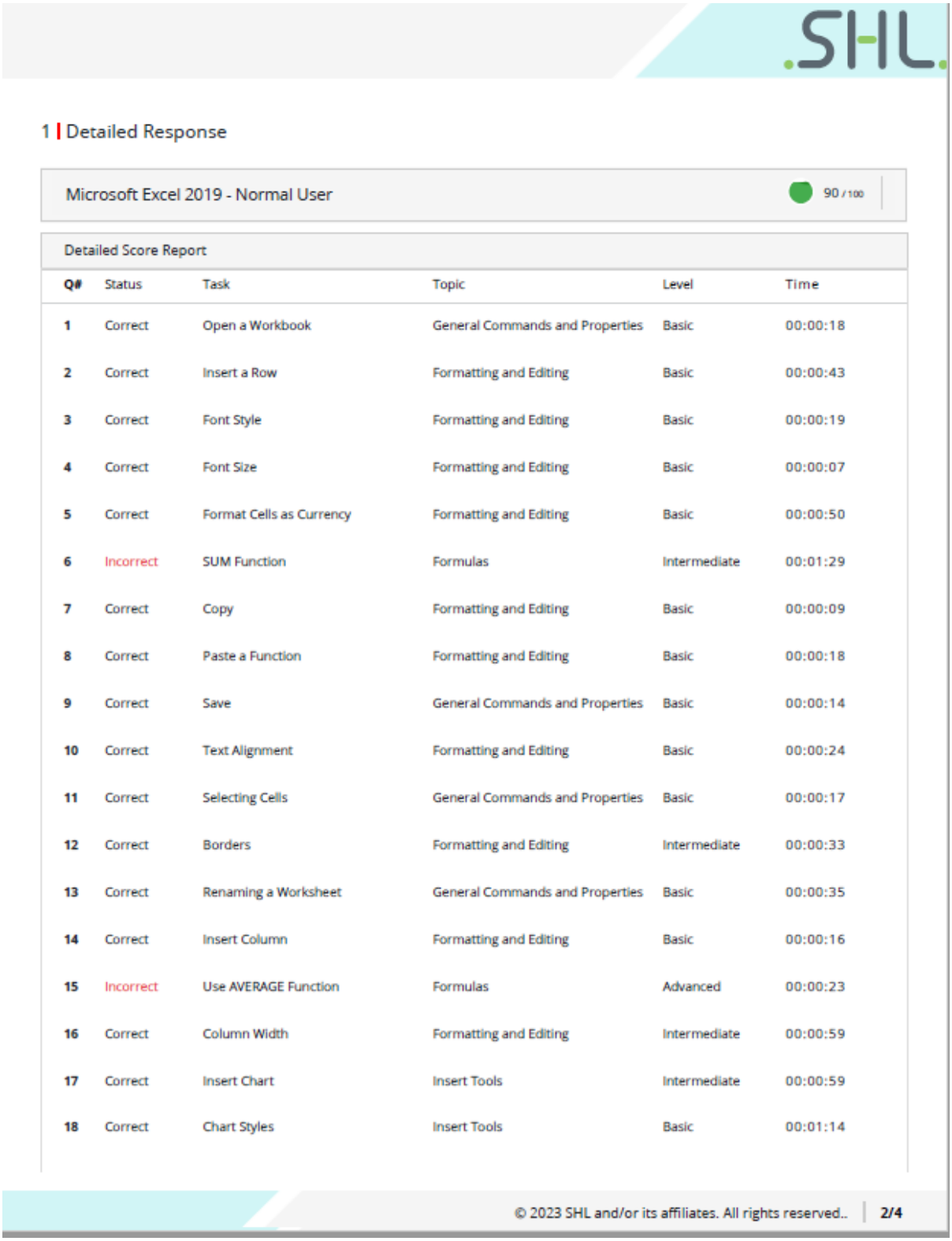
**Score Interpretation**

- **%tile:** This notation indicates a percentile score. The percentile score is a normed score indicating how well the candidate performed when compared to those in the comparison group. For example, an overall percentile score of 60 indicates that a candidate scored better than 60% of the people in the comparison group.
- **/100:** This notation indicates an absolute score. All subsection scores are absolute scores based on the number of correct questions within that subsection. For example, a subsection score of 60 indicates that a candidate answered 60% of the questions in that subsection correctly.

The color coding in this report is as given below:

- Scores between 71 and 100
- Scores between 31 and 70
- Scores between 0 and 30

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1 | Detailed Response

Microsoft Excel 2019 - Normal User — 90 / 100

Detailed Score Report

| Q# | Status | Task | Topic | Level | Time |
|---|---|---|---|---|---|
| 1 | Correct | Open a Workbook | General Commands and Properties | Basic | 00:00:18 |
| 2 | Correct | Insert a Row | Formatting and Editing | Basic | 00:00:43 |
| 3 | Correct | Font Style | Formatting and Editing | Basic | 00:00:19 |
| 4 | Correct | Font Size | Formatting and Editing | Basic | 00:00:07 |
| 5 | Correct | Format Cells as Currency | Formatting and Editing | Basic | 00:00:50 |
| 6 | Incorrect | SUM Function | Formulas | Intermediate | 00:01:29 |
| 7 | Correct | Copy | Formatting and Editing | Basic | 00:00:09 |
| 8 | Correct | Paste a Function | Formatting and Editing | Basic | 00:00:18 |
| 9 | Correct | Save | General Commands and Properties | Basic | 00:00:14 |
| 10 | Correct | Text Alignment | Formatting and Editing | Basic | 00:00:24 |
| 11 | Correct | Selecting Cells | General Commands and Properties | Basic | 00:00:17 |
| 12 | Correct | Borders | Formatting and Editing | Intermediate | 00:00:33 |
| 13 | Correct | Renaming a Worksheet | General Commands and Properties | Basic | 00:00:35 |
| 14 | Correct | Insert Column | Formatting and Editing | Basic | 00:00:16 |
| 15 | Incorrect | Use AVERAGE Function | Formulas | Advanced | 00:00:23 |
| 16 | Correct | Column Width | Formatting and Editing | Intermediate | 00:00:59 |
| 17 | Correct | Insert Chart | Insert Tools | Intermediate | 00:00:59 |
| 18 | Correct | Chart Styles | Insert Tools | Basic | 00:01:14 |

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| | | | | | |
|---|---|---|---|---|---|
| 19 | Incorrect | Text Wrap | Formatting and Editing | Intermediate | 00:01:08 |
| 20 | Correct | Insert Worksheet | General Commands and Properties | Basic | 00:00:09 |
| 21 | Correct | Merge and Center Cells | Formatting and Editing | Advanced | 00:02:26 |
| 22 | Correct | Sort | Formatting and Editing | Intermediate | 00:00:59 |
| 23 | Correct | Margins | Page Layout | Basic | 00:02:08 |
| 24 | Correct | Page Orientation | Page Layout | Basic | 00:00:24 |
| 25 | Correct | Header/Footer | Insert Tools | Intermediate | 00:01:39 |
| 26 | Correct | Spell Check | General Commands and Properties | Basic | 00:02:51 |
| 27 | Correct | Print Centered on Page | Page Layout | Advanced | 00:03:10 |
| 28 | Correct | Create PivotTable | Insert Tools | Advanced | 00:06:16 |
| 29 | Correct | Print Scaling | Page Layout | Intermediate | 00:03:01 |
| 30 | Correct | Print Worksheet | General Commands and Properties | Basic | 00:02:50 |

Question Level Statistics

| Level | Number of Questions | Number Correct | Total Percentage |
|---|---|---|---|
| Basic | 18 | 18 | 100% |
| Intermediate | 8 | 6 | 75% |
| Advanced | 4 | 3 | 75% |
| Total | 30 | 27 | 90% |

Question Topic Statistics

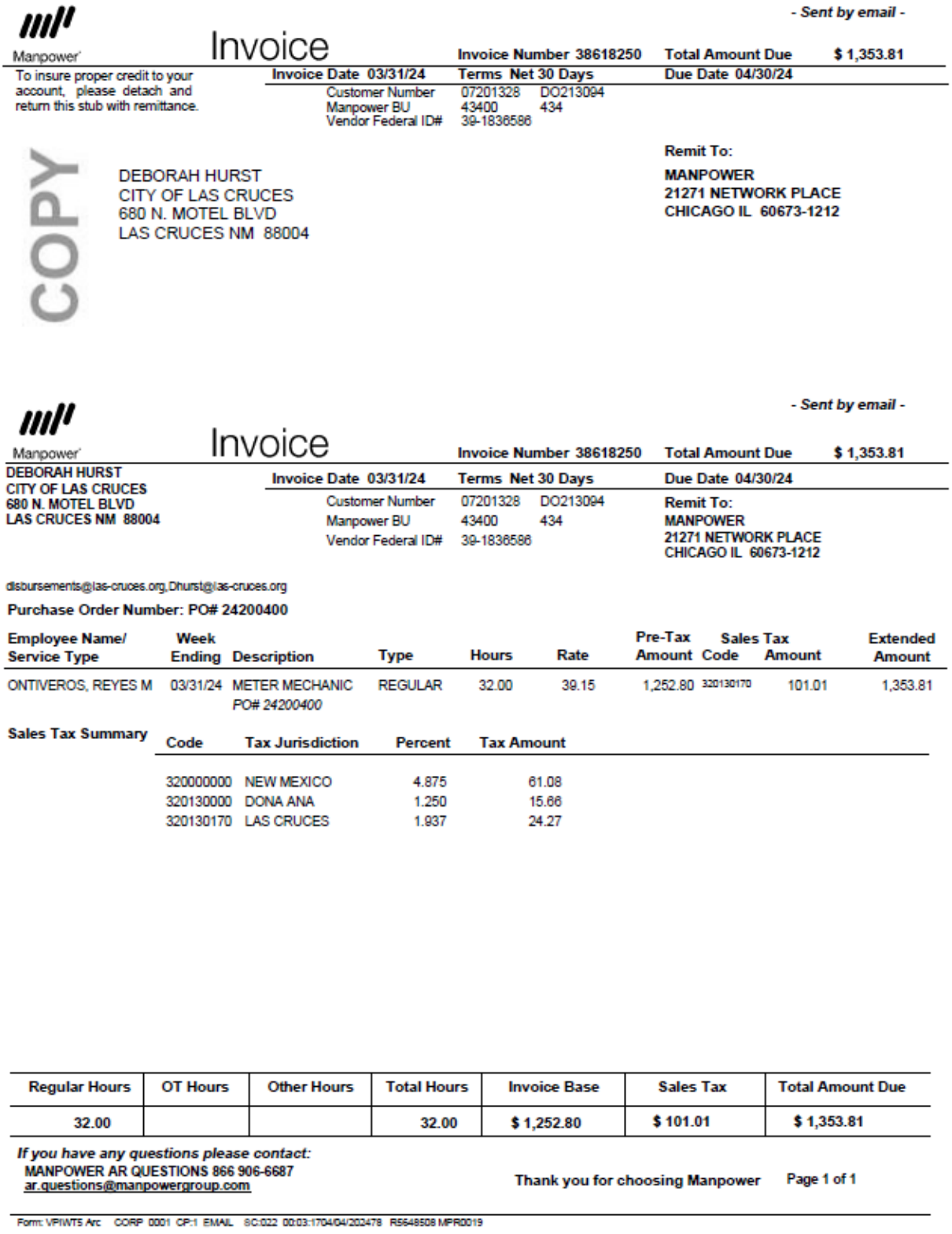
| Topic | Number of Questions | Number Correct | Total Percentage |
|---|---|---|---|
| General Commands and Properties | 7 | 7 | 100% |
| Formatting and Editing | 13 | 12 | 92% |

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| | | | |
|---|---|---|---|
| Formulas | 2 | 0 | 0% |
| Insert Tools | 4 | 4 | 100% |
| Page Layout | 4 | 4 | 100% |

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# SAMPLE INVOICE



- Sent by email -

Manpower

## Invoice

Invoice Number 38618250 | Total Amount Due $ 1,353.81

To insure proper credit to your account, please detach and return this stub with remittance.

Invoice Date 03/31/24 | Terms Net 30 Days | Due Date 04/30/24

Customer Number 07201328 DO213094
Manpower BU 43400 434
Vendor Federal ID# 39-1836586

COPY

DEBORAH HURST
CITY OF LAS CRUCES
680 N. MOTEL BLVD
LAS CRUCES NM 88004

Remit To:
MANPOWER
21271 NETWORK PLACE
CHICAGO IL 60673-1212

- Sent by email -

Manpower

Invoice

Invoice Number 38618250 | Total Amount Due $ 1,353.81

DEBORAH HURST
CITY OF LAS CRUCES
680 N. MOTEL BLVD
LAS CRUCES NM 88004

Invoice Date 03/31/24 | Terms Net 30 Days | Due Date 04/30/24

Customer Number 07201328 DO213094
Manpower BU 43400 434
Vendor Federal ID# 39-1836586

Remit To:
MANPOWER
21271 NETWORK PLACE
CHICAGO IL 60673-1212

disbursements@las-cruces.org,Dhurst@las-cruces.org

**Purchase Order Number: PO# 24200400**

| Employee Name/ Service Type | Week Ending | Description | Type | Hours | Rate | Pre-Tax Amount | Sales Tax Code | Sales Tax Amount | Extended Amount |
|---|---|---|---|---|---|---|---|---|---|
| ONTIVEROS, REYES M | 03/31/24 | METER MECHANIC *PO# 24200400* | REGULAR | 32.00 | 39.15 | 1,252.80 | 320130170 | 101.01 | 1,353.81 |

**Sales Tax Summary**

| Code | Tax Jurisdiction | Percent | Tax Amount |
|---|---|---|---|
| 320000000 | NEW MEXICO | 4.875 | 61.08 |
| 320130000 | DONA ANA | 1.250 | 15.66 |
| 320130170 | LAS CRUCES | 1.937 | 24.27 |

| Regular Hours | OT Hours | Other Hours | Total Hours | Invoice Base | Sales Tax | Total Amount Due |
|---|---|---|---|---|---|---|
| 32.00 | | | 32.00 | $ 1,252.80 | $ 101.01 | $ 1,353.81 |

*If you have any questions please contact:*
MANPOWER AR QUESTIONS 866 906-6687
ar.questions@manpowergroup.com

Thank you for choosing Manpower Page 1 of 1

Form: VPIWTS Arc CORP 0001 CP:1 EMAIL SC:022 00:03:1704/04/202478 R5648508 MPR0019

# STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT REGISTRATION CERTIFICATE

TAXATION & REVENUE NEW MEXICO

**Audit & Compliance Division**
Albuquerque District

**Michelle Lujan Grisham**
*Governor*

**Stephanie Schardin Clarke**
*Cabinet Secretary*

CORP TAX
MANPOWER US INC
100 W MANPOWER PL
MILWAUKEE, WI 53212-4030

July 4, 2021
NM Business Tax ID:
02-298822-00-0
Letter ID: L1984648624

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
**REGISTRATION CERTIFICATE**

| Date ID Issued | IDENTIFICATION NUMBER | Business Start Date |
|---|---|---|
| 01-Jan-1996 | 02298822000-GRT | 01-Jan-1996 |
| Business Location: 580 N TELSHOR BLVD | | Business End Date |
| City and State: LAS CRUCES, NM | | Zip Code: 88011-8223 |
| Taxpayer Name: MANPOWER US INC | | Taxpayer Type: Corporation |
| Firm Name: MANPOWER US INC | | Filing Frequency: Monthly |
| Mailing Address: 100 W MANPOWER PL | | |
| City and State: MILWAUKEE, WI | | Zip Code: 53212-4030 |

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
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THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v40

10977213440397

# STATE OF NEW MEXICO CERTIFICATE OF GOOD STANDING AND COMPLIANCE

STATE OF NEW MEXICO
**MAGGIE TOULOUSE OLIVER**
SECRETARY OF STATE

## *Certificate of Good Standing and Compliance*

IT IS HEREBY CERTIFIED THAT:

**MANPOWER US INC.**
**1767896**

the above named entity, a Corporation authorized under the laws of Delaware, is duly authorized to transact business in New Mexico as a Foreign Profit Corporation, under the

**Business Corporation Act** **53-17-1 to 53-17-20 NMSA 1978**

having filed its Application for Authority on December 21, 1995, and Certificate of Authority issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **April 18, 2024**

**In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.**

Maggie Toulouse Oliver
**Maggie Toulouse Oliver**
**Secretary of State**

**Certificate Validation #:** 0088323
A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the **Certificate Validation** option on the Business Filing System at https://portal.sos.state.nm.us/bfs/online and following the instructions displayed under **Certificate Validation.**

# CITY OF LAS CRUCES BUSINESS REGISTRATION

CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

**2024 - 9**

Type
**Business Registration License - BUSINESS SERVICE**

Number
4069-23-

Issue Date
01/23/2024

Expires
**9/29/2024**

**** NOTICE ****

**This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.**

Business Name: Manpower US Inc
580 N TELSHOR Blvd
Las Cruces,

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

# Preferred Pricing for City of Las Cruces

| **Titles** *Manpower will require written job descriptions with all requirements | **Pay Rate Range** | **Bill Rate Range** | **Mark-up%** Includes Drug Screen & Background Check |
|---|---|---|---|
| Accountant (Journey Level) | 20.00 – 50.00 | 26.80 – 67.00 | 34% |
| Accounting Technician | 15.00 – 30.00 | 20.10 – 40.20 | 34% |
| Accounting Clerk | 15.00 – 30.00 | 20.10 – 40.20 | 34% |
| Administrative Services Support | 15.00 – 40.00 | 20.10 – 53.60 | 34% |
| Transcriber | 15.00 – 30.00 | 20.10 – 40.20 | 34% |
| Engineer | 25.00 – 100.00 | 33.50 – 134.00 | 34% |
| Engineering Technician | 17.00 – 40.00 | 22.78 – 53.60 | 34% |
| Custodian – Light Ind. | 12.79 – 25.00 | 17.39 – 34.00 | 36% |
| General Labor - Light Industrial | 13.00 – 25.00 | 17.68 – 34.00 | 36% |
| Special Event Staff - Clerical | 15.00 – 25.00 | 20.10 – 33.50 | 34% |
| Special Event Staff - Light Industrial | 13.00 – 25.00 | 17.68 – 34.00 | 36% |
| Special Event Staff - Industrial | 13.00 – 25.00 | 18.20 – 35.00 | 40% |
| ALL other Clerical/Administrative positions | 15.00 – 50.00 | 20.10 – 67.00 | Bill & Pay Rate determined by job description & requirements<br>34% |
| ALL other Light Industrial positions<br>Example: No heavy lifting, No driving | 13.00 – 30.00 | 17.68 – 40.80 | Bill & Pay Rate determined by job description & requirements<br>36% |
| ALL other Industrial positions<br>Examples: Fork-lift, Labor, Grounds, Heavy lifting, Driving (No CDL)<br>*Higher rate due to risk of injury, Workers Compensation coverage, and driving | 13.00 – 30.00 | 18.20 – 42.00 | Bill & Pay Rate determined by job description & requirements<br>40% |

## Pricing Assumptions

Our pricing proposal applies to the positions and the locations reflecting the information specified by the City of Las Cruces in the RFP. Should the City of Las Cruces add other positions or locations, we reserve the right to revisit our proposed pricing. Our bill rates include all deductions required by state and federal legislation, including employer's contributions for FICA taxes, providing unemployment and workers' compensation, liability insurance, and fidelity bonding, as well as all other deductions and benefits paid to our associates.

Before Manpower assigns an associate or consultant, we evaluate the specific job description and work environment to properly classify the appropriate worker's compensation code. In our experience providing clerical, industrial, and professional workers to our clients, we have discovered that this analysis is truly one of the most important steps in the evaluation process.

Additionally, we cover all administrative charges related to payroll, including the preparation of W-2 forms at the end of the year. Our price is based upon weekly invoicing delivered via email, payment terms of Net 30, and a check or electronic funds transfer (EFT) method of payment. Alternate payment methods may impact the price and require mutual agreement between the City of Las Cruces and Manpower.

Manpower will include provisions for the City to hire the temporary employee without the payment of a finder's fee or any other fee after the temporary employee has completed no less than ninety (90) days of temporary service to the City.

Manpower reserves the right to modify the rates set forth in proportion to any legislatively mandated or imposed by an agency of the state or federal government, new or increased cost, which may be required by federal, state, or local law such as FICA, FUTA, state unemployment tax, and the Patient Protection and Affordable Care Act. The modification commences upon the effective date of such new or increased cost. Changes include any new or increased cost associated with the passage of a federal or state law mandating any wage increase or benefits for associates.

EXHIBIT "H"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES
## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and RS Employment Services, LLC dba RedCap Staffing, of 1206 E. Lohman Ave., Las Cruces, NM, 88001, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY's RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | RS Employment Services, LLC dba RedCap Staffing<br>1206 E. Lohman Ave.<br>Las Cruces, NM 88001<br>ATTENTION: Steve Elsey, President |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

RS EMPLOYMENT SERVICES, LLC
DBA REDCAP STAFFING

BY: _____
Steve Elsey
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/28/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

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City of Las Cruces

# Temporary Employment Services

RFP Number: 23-24-047

Submission From: RS Employment Services LLC DBA RedCap Staffing

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## Key Contacts

Jeremie Elsey
District Manager, New Mexico
txcorp@redcapstaffing.com
(915) 269-8965

Monica Diaz
Branch Manager, Las Cruces
lc@redcapstaffing.com
(575) 222-4166

## Business Address

RedCap Staffing, 1206 E. Lohman Ave, Las Cruces, NM 88001, (575) 222-4166

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April 23, 2024

Brittany Treadway
btreadway@lascruces.gov
Purchasing Specialist

**Subject: Proposal for RFP #23-24-047 – Temporary Employment Services**

Dear Brittany,

RedCap Staffing would be honored to continue its partnership with The City of Las Cruces through this proposal. Since 2017 RedCap Staffing has stood by to serve The City in a variety of capacities and we remain committed to providing high levels of customer service and service delivery if given another opportunity. In this time frame we have proven ourselves to be a reliable partner and have had the opportunity to serve varies departments within the city including the Water Services Department, Energy Management Program, Gas Section, Public Works Department & The Solid Waste Section.

The City of Las Cruces can count on Redcap Staffing to supplement their existing workforce to meet fluctuating production requirements or quickly grow their workforce to handle seasonal spikes in workload. With a range of workforce solutions, RedCap Staffing can help The City of Las Cruces reduce fixed costs, increase operational efficiency, and improve productivity by ensuring they have the “right size” workforce.

Sincerely



Jeremie Elsey

District Manager, New Mexico

txcorp@redcapstaffing.com

(915) 269-8965

# CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Temporary Employment Services**

**RFP NO.:** **23-24-047**

**DUE DATE/TIME:** **April 23, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

RS Employment Services LLC

DBA RedCap Staffing

1206 E Lohman Ave

Las Cruces, NM 88001

Authorized Signature

Jeremie Elsey

Typed or Printed Name

District Manager

Title

txcorp@redcapstaffing.com

Email Address

Telephone number (575) 222-4166 Fax number (575) 526-1699

NM Tax & Revenue Dept. CRS # 03-382078-00-3

Current NM Secretary of State Business ID # 5428688 (corporations only)

Current CLC Business Registration # 17323-21 (respondents located in Las Cruces only)

Federal I.D. number 82-1742049 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ✓ Yes _____No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

Technical Proposal Content

Since our founding in the City of Las Cruces, NM in 2017, RedCap Staffing has become a trusted temporary staffing company known for integrity, competence, and execution. RedCap Staffing has a positive reputation in the industry because of our commitment to safety and the highest standards of ethical behavior. Ethics and compliance form the foundation of our business activities and are at the forefront of every business decision we make and every action we take.

RedCap Staffing customers count on us to supplement their existing workforce to meet fluctuating production requirements. With a range of workforce solutions for businesses large and small, we help our clients reduce fixed costs, increase operational efficiency, and improve productivity by ensuring they have the right size workforce.

Evaluation Criteria No. 1

Why you should choose RedCap Staffing...

To remain competitive and to grow your business, you need a competent workforce and a partner that knows your industry. At RedCap Staffing, we offer a range of specialized services and provide creative solutions to improve your productivity and drive growth.

RedCap Staffing - Offers general labor staffing solutions for many different types of roles, including on-demand, project-based and temp-to-hire workers. If you're looking for general labor staffing solutions, look no further than RedCap Staffing. We specialize in quick and reliable on-demand labor and highly skilled workers. We support a wide range of industries, including construction, manufacturing and logistics, retail, and hospitality. Whether you need one worker dispatched or require a coordinated effort to fill hundreds of openings, RedCap Staffing can put your workforce within reach.

RedCap Skilled Trades - When you need more than general labor staffing, RedCap Skilled Trades gives you access to specialized labor — people with the training, skills and certification needed to take on skilled roles in a variety of settings. With the combined power of RedCap Staffing and RedCap Skilled Trades, you can connect with general and skilled workers in virtually every industry. When you combine RedCap Staffing's expert general labor staffing solutions with RedCap Skilled Trades' ability to deliver quality tradespeople, you'll find that our proven solutions are the best option for contractors and subcontractors looking to find qualified construction workers quickly. This means we will recruit, screen and dispatch the right employees with the right skills, at the right time all to get the job done on time, every time.

RedCap Energy takes pride in providing best-in-class solar construction services for community, commercial and utility-scale projects. We are driven by our mission to meet the nation's energy demands while building a more sustainable future. We partner with energy contractors to support construction projects across the country. Drawing on our industry expertise, we have successfully supported the timely completion many solar projects throughout New Mexico and West Texas.

RedCap Staffing is also leading the industry in workplace safety. Safe workers and safe job sites are at the core of everything we do. Providing access to industry leading safety training and safe

worksites goes hand and hand. We have partnered with the GotSafety 2.0 training platform to provide access to over 1300+ safety lessons that RedCap Staffing employees can view right from their phones. Employees can sign off, view safety documents, and fill out safety/inspection forms all in one place. Owners & HR Managers can track employee login, training completion, and documentation in a central location.

RedCap Staffing Process…

Our best match dispatch philosophy puts the needs of the customer first in every engagement. When we meet our clients, we seek to understand the complexities of their operation and the type of culture they hope to achieve as well as their goals and vision. This information will be recorded in the customer profile and be used to guide dispatch decisions.

Our facilities are open from 6:00 am – 6:00 pm Monday through Saturday. Because we encourage our workforce to present themselves every day when they are looking for a job, we frequently have packed lobbies with candidates applying for a long list of new roles. We maintain an employment database of over 24,000 candidates in the Las Cruces metro area. On-demand requests for help will be satisfied within 1 – 2 hours and requests for skilled roles will be satisfied within 3 – 7 days. Same-day replacements are available for all low – medium skilled roles.

During the first 3 days of all new assignments, RedCap staffing will confirm attendance with each placement. RedCap Staffing will also seek to learn and mirror the attendance expectations of The City of Las Cruces so that we may communicate these expectations to new and returning employees

RedCap Staffing recruitment process is individualized and specific to each position. We will filter candidates by skill, verify references, and conduct progressive interviews to match our employees to the skills our clients are seeking. If our clients want to see resumes first and conduct interviews, we have this built into the process.

Each of our skilled trades recruitment lines of business is assigned a specific recruiter and meaningful follow-up is initiated at the point of sale. A team of recruiters then matches these individuals to the open assignments listed on our recruitment board using resumes, reference checks, 1st interview & 2nd Interview procedure.

RedCap Staffing continues to support our customer and employees after we have dispatched or assigned a candidate to a specific role. After an assignment has been made, we perform an initial quality check via telephone, to ensure the worker has arrived on time and is meeting our customers expectation. At the point of arrival, each employee is covered by our 4-hour quality guarantee. If someone isn't meeting your expectations within the first 4 hours, send them back and a replacement will be sent free of charge. After initial contact has been made to verify attendance, additional checks will be performed when applicants are asked not to return.

RedCap Staffing continues to support our clients and employees. We perform routine and random site visits to verify attendance and to ensure the highest safety standards. Site evaluation forms will be used to record present safety awareness and execution and to provide documentation to support RedCap Staffing safety compliance.

Evaluation Criteria No. 2

Steve Elsey is the President of RedCap Staffing, responsible for leading the profitable growth of the organization while maintaining the values and standard of service that have been foundational to the company's success. Steve has played a crucial role in expanding the agency's reach across multiple states, including Texas, New Mexico, Louisiana, Maine, New Hampshire & Florida. Steve's highest priority is developing leaders throughout the organization who share our passion, vision, and commitment. Steve has an undergraduate degree from Park University and has held several leadership positions in his 25 years in the staffing industry.

Away from the office Steve is active in the community supporting people with Down Syndrome through his volunteer work at Gigi's Playhouse. Gigi's playhouse is an achievement center for individuals with Down Syndrome which provides free therapeutic and educational services to Individuals with Down Syndrome.

Deanne Elsey, Vice President of Human Resources, is an effective executive with a proven record of creating and executing winning strategies. Deanne earned her degree in Multidisciplinary Studies from the University of Texas at El Paso before launching her staffing career. Her motivational leadership style is based on a model of Stretching, Connecting, and Supporting. She is passionate about stretching teams beyond what they can see is possible, connecting them to knowledgeable experts and resources, and supporting them with encouragement, feedback, and coaching.

Deanne is also an active Volunteer at Gigi's Playhouse engaged in numerous efforts to launch new programs and fundraisers to through the years.

Jeremie Elsey, Vice President, is a sales and management professional with 15 years of Staffing & Recruiting experience. Jeremie has spent the last 10 years focused on growth, opening new markets across the US. He has proven to be an effective leader skilled in development and oversight of high-performing, multi-disciplined and quality-oriented teams. Jeremie is highly skilled in streamlining operations and improving output through continuous process improvement and cross-functional collaboration and is responsible for service delivery throughout the New Mexico and Texas regions.

Monica Diaz has been an integral part of RedCap Staffing's success story, serving in a variety of roles. Monica started with the company on-site recruiter during operation Allies Welcome at the Dona Ana Range Complex and Holloman Air Force Base. Monica was then selected to lead the on-site team where she performed exceptionally well. Monica has since been promoted again and is now the Branch Manager in Las Cruces and oversees all sales and recruiting personnel in the southern New Mexico market.

RedCap Staffing
TXCorp@RedCapStaffing.com

O: (866) 650-JOBS (5627)
C: (915) 269-8965

| | |
|---|---|
| **El Paso, TX** | **Waco, TX** |
| **Lubbock, TX** | **Las Cruces, NM** |
| **Midland, TX** | **Albuquerque, NM** |
| **Abilene, TX** | **Baton Rouge, LA** |
| **Amarillo, TX** | **New Orleans, LA** |

**NAICS Codes**:
561311 – Employee Recruitment Services
561312 – Executive Search Services
561320 – Temporary Help Services

**UNSPSC Codes:**
80111600 – Temporary Personnel Services
80111601 – Temporary Clerical & Administrative Assistance

**NIGP Commodity Codes:**
961 – 30 – 23 – Employment Agency Services for the Hiring of Personnel
961 – 30 – 65 – Employment Agency Services

**Service Industries**
Manufacturing
Industrial/Warehouse
Hospitality & Events
Construction & Skilled Trades
Facility Maintenance
Janitorial & Custodial
Disaster Response
Administrative & Clerical

Capabilities Statement

When you need temporary staffing services, for one day, one project, one season or one year, talk to us!

We have the largest network of pre-qualified candidates in each market that we serve. We help our customers find temporary, temp to hire, and direct hires through a streamlined hiring process. And you get them quickly – we can dispatch the same day, often within hours.

Our process is designed for efficiency, but it is also accurate and focused on safety. RedCap Staffing offers state-of-the-art safety training that is accessible to our employees and clients on demand, from nearly any device, for any situation. We are passionate about ensuring our employees receive the precise training you require so they are prepared to work safely and productively on the job.

| Areas of Expertise | *Unique Capabilites* |
|---|---|
| • **Labor On-Demand provides access to qaulity labor near you in as little as one hour**<br>• **Skilled Trades recruitment puts Skilled tradespeople on your project with one call**<br>• **Direct Hire Recruitment allows you to quickly scale your workforce with no long term commitments** | • *E-Verify Compliance*<br>• *State, Local & Federal Background checks*<br>• *Sex Offender Registry Checks*<br>• *Employment Verifications*<br>• *Access to over 100,000 candidates in our labor pool*<br>• *4 hour quality guarantee* |

Our Commitment to Service Excellence

"We deliver the number of workers requested, when and where they are requested, ready, willing & able to perform their duties. "

Past Government Performance

Evaluation Criteria No. 3

RedCap Staffing Reference List

1. City of Las Cruces

Water Services Department - Vince Castillo & Rosa Ochoa - (575) 528-3722 Energy Management Program - Lucio Garcia - (575) 528-3505 Utilities Department Gas Section - Pete Duran - (575) 528-3632 Management of Information Systems - Courtney Granite - (575) 528-3402 Public Works Department Streets Section - John Mendes - (575) 541-2595 Solid Waste Section - Phillip Glasson - (575) 528-3632

2. Las Cruces Convention Center

Las Cruces Convention Center - Greg Wagner - (575) 526-0112

3. FXI

FXI Santa Theresa - Patricia Guzman - (254) 716-2735

4. Texas Tech University

Jones AT&T Stadium - Leslie & Jesse - (806) 834-0731 & (806) 778-9827

5. Bradburry Stamm

Roadrunner Site - Renee Pineda - (915) 867-4530

**CITY OF LAS CRUCES**
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

# 2024 - 7

| Type | Number |
|---|---|
| **Business Registration License - SERVICE** | 17323-21 |
| | Issue Date |
| | 03/28/2024 |
| | Expires |
| | **7/29/2024** |

**** NOTICE ****

**This license becomes null & void if ownership, business *name or address is changed. Licensee must apply within* 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.**

Business Name: REDCAP STAFFING 3000

1206 E LOHMAN AVE
Las Cruces, NM

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE*****

TAXATION & REVENUE NEW MEXICO

**Audit & Compliance Division**
Albuquerque District

**Michelle Lujan Grisham**
*Governor*

**Stephanie Schardin Clarke**
*Cabinet Secretary*

REDCAP STAFFING
PO BOX 7850
GAINESVILLE, GA 30504-0136

February 10, 2023
NM Business Tax ID:
03-382078-00-3
Letter ID: L0274523248

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
**REGISTRATION CERTIFICATE**

| Date ID Issued | IDENTIFICATION NUMBER | Business Start Date |
|---|---|---|
| 01-Jul-2017 | 03382078003-GRT | 01-Jul-2017 |
| Business Location: 1206 E LOHMAN AVE | | Business End Date |
| City and State: LAS CRUCES, NM | | Zip Code: 88001-3265 |
| Taxpayer Name: RS EMPLOYMENT SERVICES LLC | | Taxpayer Type: LLC |
| Firm Name: REDCAP STAFFING | | Filing Frequency: Monthly |
| Mailing Address: PO BOX 7850 | | |
| City and State: GAINESVILLE, GA | | Zip Code: 30504-0136 |

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
**REGISTRATION CERTIFICATE**

| Date ID Issued | IDENTIFICATION NUMBER | Business Start Date |
|---|---|---|
| 01-Jul-2017 | 03382078003-GRT | 01-Jul-2017 |
| Business Location: 1206 E LOHMAN AVE | | Business End Date |
| City and State: LAS CRUCES, NM | | Zip Code: 88001-3265 |
| Taxpayer Name: RS EMPLOYMENT SERVICES LLC | | Taxpayer Type: LLC |
| Firm Name: REDCAP STAFFING | | Filing Frequency: Monthly |
| Mailing Address: PO BOX 7850 | | |
| City and State: GAINESVILLE, GA | | Zip Code: 30504-0136 |

Form Revised 02/2003

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By _____

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v40

10533829632006

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

RFP - Temporary Employment Services

RFP #23-24-047

Cost Proposal Content

Submission from:

RedCap Staffing

1206 E Lohman Ave,

Las Cruces, NM 88001

| Job Category | Mark Up Rate ▼ Pay Rate ► | $13.00 | $14.00 | $15.00 | $16.00 | $17.00 | $20.00 | $30.00 |
|---|---|---|---|---|---|---|---|---|
| Clerical & Administrative | 1.35 | $17.55 | $18.90 | $20.25 | $21.60 | $22.95 | $27.00 | $40.50 |
| Data Entry, Filing, Reception & Secretarial | | | | | | | | |
| Professional Staff | 1.35 | $17.55 | $18.90 | $20.25 | $21.60 | $22.95 | $27.00 | $40.50 |
| Executives, Accounting, Engineers & Human Resource Professionals | | | | | | | | |
| Light Labor | 1.45 | $18.85 | $20.30 | $21.75 | $23.20 | $24.65 | $29.00 | $43.50 |
| Janitorial, Litter Clean-up, Light Maintenance & Simple Assembly | | | | | | | | |
| Heavy Labor | 1.5 | $19.50 | $21.00 | $22.50 | $24.00 | $25.50 | $30.00 | $45.00 |
| Heavy Lifting not to exceed 100 pounds, Construction & Set-up of sound/light equipment | | | | | | | | |
| Service Staff | 1.45 | $18.85 | $20.30 | $21.75 | $23.20 | $24.65 | $29.00 | $43.50 |
| General Labor, Warehouse, Maintenance & Custodial | | | | | | | | |
| Information Technology | 1.35 | $17.55 | $18.90 | $20.25 | $21.60 | $22.95 | $27.00 | $40.50 |
| Helpdesk, Web Developers, Engineers, Security Specialists & Analysts | | | | | | | | |
| Special Services | 1.44 | $18.72 | $20.16 | $21.60 | $23.04 | $24.48 | $28.80 | $43.20 |
| Attendants, Concessions, Food Service, Hospitality | | | | | | | | |
| Skilled Trades Staff | 1.45 | $18.85 | $20.30 | $21.75 | $23.20 | $24.65 | $29.00 | $43.50 |
| HVAC Technicians, Plumbers, Electricians & Carpenters | | | | | | | | |

EXHIBIT "I"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Sparrow Company, LLC, of 100 Executive Center Blvd., Suite C, El Paso, TX, 79902, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | Sparrow Company, LLC<br>100 Executive Center Blvd., Suite C<br>El Paso, TX 79902<br>ATTENTION: David Fishman, CEO |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

SPARROW COMPANY, LLC

BY: _____
David Fishman
CEO

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/25/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

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# CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Temporary Employment Services**

**RFP NO.:** **23-24-047**

**DUE DATE/TIME:** **April 23, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: ___2____is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Sparrow Company LLC

100 Executive Center Blvd, Ste C

El Paso, TX 79902

Authorized Signature

Levi Herrera

Typed or Printed Name

Staffing Manager

Title

Lherrera@sparrowsearch.com 915.271.4750

Email Address

Telephone number 915.455.2850 Fax number 915.455.2851

NM Tax & Revenue Dept. CRS # 03546220005

Current NM Secretary of State Business ID # _____ (corporations only)

Current CLC Business Registration # n/a (respondents located in Las Cruces only)

Federal I.D. number 80-0488691 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes __X__No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

SPARROW COMPANY, LLC
"Shaping Business with Top Talent"

100 Executive Center Blvd, Ste C
El Paso, Texas 79902
915.455.2850
https://sparrowsearch.com

Sparrow Company LLC is a binational executive search and staffing company headquartered in El Paso, Texas, serving the El Paso and Las Cruces region. Our CEO, David Fishman, brings 30 professional years of executive and temporary recruiting experience. This experience in collaboration with the combined 50 years of recruiting experience of the team of professionals that represent Sparrow Company LLC will give the City of Las Cruces the experience and resources it seeks. Our trademark is – "Shaping Business with Top Talent™".

Sparrow Company LLC is a Service-Disabled Veteran Owned Small Business (SDVOSB) founded in 2009 and actively recruiting and serving our clients' staffing needs now for 15 years. To add perspective to our experience, in 2023 alone, we had a total revenue of $2.9 million in combination with our staffing division. Sparrow Company LLC is here to serve your current and future needs for talent for decades to come.

Our proposal is direct and to the point. We will address the three areas that the City of Las Cruces outline in the RFP 23-24-047 Temporary Employment Services for evaluation.

## Project Approach Narrative

We propose a recruitment strategy that will be multi-pronged and comprehensive. The temporary employment positions can serve critical positions within the City of Las Cruces' daily operations and ensure that the City's goals and objectives are met and exceed expectations.

Sparrow Company LLC will aim high to identify talented and experienced Candidates that meet the high expectations of the City of Las Cruces. Working collaboratively with each department's hiring managers to build a productive relationship facilitating the search process.

Our professional recruitment methodology is a structured approach to attracting, sourcing, evaluating, and hiring the best candidates for the job. It involves a series of steps that help to identify the required competencies and qualifications for the position, as well as the most effective ways to reach potential candidates and assess their suitability for the role.

## Technical Approach Narrative

Here are our most comprehensive steps in our professional recruitment methodology assisted by technology and artificial intelligence:

1. **Job analysis and description:** The first step in any successful recruitment is to define the position requirements, qualifications, responsibilities, and competencies. We would begin with the City of Las Cruces' Human Resources Department or hiring manager to seek input from key stakeholders to ensure that the job description accurately reflects the needs of the City of Las Cruces

2. **Advertise the position**. Upon the finalization of the job description, we will begin
   - **Sourcing:** Identify potential candidates through job boards (LinkedIn, InDeed, etc.), social media, (Instagram, Twitter, etc.) employee referrals and other channels.

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3. **Screening:** Evaluate resumes, cover letters, and applications to create a shortlist of candidates based on their qualifications, skills, and experience. We will use Crelate, an applicant tracking software to provide rigorous screening and evaluation processes to discern the top candidates.

4. **Interviews:** Conduct initial phone or video interviews to assess candidates' fit with the job and the City of Las Cruces. We will then work closely with City of Las Cruces and Purchasing Department to facilitate the interview process including scheduling interviews, coordinating logistics and preparing interview questions. We will also provide guidance as to best practices for conducting effective interviews and assessing the candidates' qualifications. The City of Las Cruces will reserve the right to interview and have the hiring authority to select candidate(s) best suited for the position(s).

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5. **Assessments:** Use pre-employment assessments, tests, and exercise to evaluate candidates; competencies, cognitive abilities, and job-related skills.

6. **Reference and background checks**: Verify candidates' education, work history and other relevant information, as well as contact references to gain insights into their past performance and character.

7. **Selection:** With advisement from the hiring manager choose the best candidate based on the evaluation results and fitness for the position. Once the interview process is complete and a candidate selected, we will work with City of Las Cruces assisting in the negotiation of the terms of employment.

8. **Onboarding**: Welcome and orient the new hire to all the relevant rules, regulations, and policies of the City as provided by the City of Las Cruces. Written acknowledgement by the temporary employee will be provided to the City. This will include the limited use of mobile devices for emergency calls only during assignment.

The response time for filling orders will be within 4 hours and 1 business day of receiving the job order from City of Las Cruces. If in the event an extension is required, the hiring authority will be contacted to request this extension.

A service guarantee is provided for late arrivals and absences to include that the City of Las Cruces is not billed for the candidate. If a candidate is a no call no show, City of Las Cruces will be notified, and a replacement candidate will be sought immediately.

A negotiated contract with the City of Las Cruces would include a provision for the City to hire any temporary employee without payment of a "Finder's Fee" after the temporary has completed no less than ninety (90) calendar days or 480 hours of temporary service to the City

If notified by the City of Las Cruces that a temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations or in any way demonstrates that the temporary employee is not qualified to perform the required duties Sparrow Company LLC will replace the temporary employee in two (2) working days at no cost to the City.

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Our monitoring system is our candidate payroll system which is iSolve People Cloud. Candidates will be required to track their hours daily either by entering them on a desktop or a personal handheld device. Hours will be tracked by our payroll department on a weekly basis. Hours will be sent to candidate's immediate supervisor for approval on Monday morning.

Sparrow Company will be responsible for maintaining payroll taxes, insurance requirements and any other benefits for temporary employees as mandated by local, state and/or federal requirements.

Sparrow Company will be prepared to take on employees from the present pool of temporary employees. All candidates interested in signing up with Sparrow Company will need to complete an application with Sparrow Company for candidate registration.

Sparrow Company maintains a 98% National Council on Compensation Insurance (NCCI) rating.

Upon a negotiated contract, Sparrow Company LLC will provide documentation of all required insurance policies as outlined in the RFP 23-24-047 Temporary Employment Services.

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**Key Personnel**

Levi Herrera, Staffing Manager, will be responsible for the City of Las Cruces account management. Mr. Herrera will be the Single Point of Contact (SPOC) for the City of Las Cruces.

Levi Herrera has over 12 years' experience in the staffing industry. He has been a Sparrow Company team member since January of 2021 where he has been responsible for daily operations of the staffing department and client satisfaction. He oversees a budget of over $1.5 million in temporary payroll. He is versed in industry standards and has a keen sense of a candidate's fitness for the position.

Samaritana Martinez, Staffing Coordinator, is responsible for supporting the Staffing Manager. She has 5 years of experience in the staffing industry. She has been a team member at the Sparrow Company LLC since April of 2019. She has served as Staffing Coordinator since 2021. Ms. Martinez will serve as backup to the SPOC.

Eduardo Macias, General Manager, is responsible for timecard management and payroll processing of Sparrow Company LLC's temporary employees. He has been a team member for 10 plus years. Supporting the many areas of the Sparrow Company. As one of Sparrow Company LLC most tenured employees he provides a deep continuity for Sparrow Company with his industry knowledge. Mr. Macias will additionally serve as backup for the SPOC.

Ultimately, David Fishman, CEO and owner is always available to give valuable input. Mr. Fishman, with more than 30 years of experience in direct placements and temporary staffing, is a go-to person for industry knowledge in the mechanics of temporary staffing and customer service.

As you can see from the above personnel descriptions, Sparrow Company LLC has a very low turnover rate for recruiters and service representatives. Throughout Sparrow Company LLC, the average tenure is 3 plus years or longer. We believe this to show the stability of Sparrow as a company and its commitment to both clients and staff.

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## References

RFP 23-24-047 Temporary Employment Services delineates a requirement for five (5) references.

Sparrow Company LLC submits the following:

1. Judy Cisneros
   Rio Grande Council of Governments – Non-Profit Organization
   El Paso, TX
   judyc@riocog.org
   (915) 533-0998
   Roles filled – AAA Technician, Accounting Tech, Fiscal Coordinator, Receptionist

2. Andy Moore
   Border International – Heavy Duty Truck Sales, Repair, and Maintenance
   Las Cruces, NM
   Andy.Moore@borderint.com
   (575) 541-4259 – Andy.Moore@borderint.com
   Roles filled – Receptionist, Accountant, Accounting Assistant, Accounts Payable, Accounts Receivable

3. JoAnna Morales
   Rocky Mountain Mortgage – Home Mortgage Lender
   El Paso, TX
   Jmorales_30@rmmc.com
   (915) 594-3245
   Roles filled – Investor Relations Clerk, Loan Collector, Receptionist, Data Entry Clerk

4. Madison Fox
   CalPortland – Cement Manufacturing
   Las Vegas, NV
   mfox@calportland.com
   (702) 953-7555
   Roles filled – Senior Accountant, Recruiter, Human Resources Administrator, Technical Support Analyst

5. Iris Plascencia
   Cemex – Cement Manufacturing
   Ontario, CA
   Iris.plascencia@cemex.com
   (909) 730-0593
   Roles filled – Dispatcher, Logistics, Office Clerk, Payroll Coordinator, Filing Clerk, Administrative Assistant, Safety Assistant, Weighmaster

**POC: David Fishman, CEO**
**Email: dfishman@sparrowsearch.com**
**Phone: 915.455.2850**
**100 Executive Center Blvd, Ste C**
**El Paso, TX 79902**

SPARROW COMPANY
Executive Search & Staffing

# CAPABILITY STATEMENT

Sparrow Company's recruiters offer over 40 years of combined experience in finding the right people for both your positions and your organization. Sparrow Company LLC is a service-disabled veteran owned small business who will partner with you for your staffing solutions. We know that a candidate must have the skills and experience to fulfill job requirements and be a good fit for your organization's culture.

## CORE COMPETENCIES

**Staffing Services:**

- Temporary Staffing
- RPO (Recruitment Process Outsource)
- Staffing for a single position to an entire team
- Executive Search & Nationwide Placements

**Industries:**

- Executive & C-Suite Roles
- Manufacturing
- Human Resources
- Financial
- Administrative

## COMPANY SNAPSHOT

| | |
|---|---|
| Name | Sparrow Company LLC |
| UEI | LRFWHKSM76U3 |
| CAGE | 8CF30 |
| DUNS | 95-8631694 |
| SIZE | Small |
| NAICS | Primary: 561311 Employment Placement Agency<br>Secondary: 541611 Administrative Management and General Management Consulting Services |
| CERTIFICATIONS | **Approved Vendor of ESC Region 19**<br>**Allied States Cooperative** |
| AFFLIATIONS: | California Staffing Professionals<br>El Paso Chamber of Commerce |

## PERFORMANCE CAPABILITES

Sparrow Company LLC provides complete staffing solutions designed from our experienced staff's deep expertise across vast industries. Founded by David Fishman in 2009 and full incorporated in Mexico as Sparrmx Servicios de Mexico in 2013. Sparrow Company has an adaptive, scalable business with processes and systems designed to enable successful staffing.

Work with both Government and Private companies to ensure productivity, financial and human resources requirements are filled

## TYPES OF POSITIONS FILLED

**For Multi-National Companies**

- Chief Economist
- Country Manager
- Sr Treasury position
- IT Auditor
- Sr. Financial Analyst

**Within the United States**

- Chief Information Officer
- VP Supply Chain
- Controller

## COMPANY DIFFERENTIATORS

Our portfolio includes a variety of Tier Suppliers, OEMs as well as NYSE Publicly Traded Multi-Nationals, Private Equity, Privately Held, and Foreign Companies (operating in the U.S., Mexico, Switzerland, Germany, and other countries throughout the Americas, Asia, and Europe).

- We know the industrial market – earned with 40+years combined experience.
- We have the resources to find the candidate you want.
- Whatever your organization needs, we deliver.
- Our guarantee ensures it. Our pride in our work and our dedication to our clients demands it.
- Expertise in manufacturing and supply chain
- Use of technology and artificial intelligence in search
- Short- and Long-Term labor shortage solutions

## CLIENT LIST – REFERENCES

A list of our clients and references are available upon request

SPARROW COMPANY, LLC™

"Shaping Business with Top Talent"

# Your Executive Search and Staffing Talent Connection

- **Temporary staffing**
- **C-Suite positions**
- **Engineers**
- **Supervisors**
- **Directors**
- **Plant Managers**

## Services

Your executive search and staffing needs differ in unique ways. We offer personalized services with four choices to meet your requirements

### Temporary & Contract Staffing
(United States)

For companies that see fluctuations in their business demands, knowing when to invest in hiring is challenging. Hiring talents on a temporary or contract basis allows for your organization to meet deadlines, but once demand slows not being left with the overhead costs of an over-staffed team

### Contingency Assignments
(United States, Mexico and Internationally)

Contingency assignments do not require a retainer. Giving you the most flexibility.
You only pay after the candidate is selected and begins work

### Retainer Assignments

Work with us exclusively or for a specific job opening.
You pay a retainer to secure the agreement, offering you all the advantages of Exclusive Agreements without the long-term commitment

### Exclusive Agreements

Work with an assigned recruiter for all your placement needs, thus building a strong relationship quickly. Having one source for all your placement needs simplifies the hiring process and ensures a candidate who fits your company culture and the needs of the position.
You are also eligible for recruitment discounts.

Locally Headquartered
El Paso Chamber of Commerce, Hire El Paso First Program and ESC Region 19 Allied States Cooperative
100 Executive Center Blvd, Suite C
El Paso, Texas 79902
915.455.2850 or Levi Herrera 915.271.4750
https://sparrowsearch.com

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

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Sparrow Company LLC is a binational executive search and staffing company headquartered in El Paso, Texas, serving the El Paso and Las Cruces region. Our CEO, David Fishman, brings 30 professional years of executive and temporary recruiting experience. This experience in collaboration with the combined 50 years of recruiting experience of the team of professionals that represent Sparrow Company LLC will give the City of Las Cruces the experience and resources it seeks. Our trademark is – "Shaping Business with Top Talent™".

Sparrow Company LLC is a Service-Disabled Veteran Owned Small Business (SDVOSB) founded in 2009 and actively recruiting and serving our clients' staffing needs now for 15 years. To add perspective to our experience, in 2023 alone, we had a total revenue of $2.9 million in combination with our staffing division. Sparrow Company LLC is here to serve your current and future needs for talent for decades to come.

## COST PROPOSAL

The cost for temporary services is generally a fixed markup on the hourly position's cost. The minimum wage in the City of Las Cruces is $12.36 per hour. A candidate's hourly rate is normally based on experience, education, and priority to fill a position vs availability of candidate pool. It is also worth noting, that in the Nation's and Local's market there is historically low unemployment figures which leads to a competitive market for talent.

With this competitive market in mind, we are submitting a range of hourly pay rates as well as a range of hourly bill rates. Listed below are a sample of the positions we could fill.

| Position | Range of Hourly Pay Rate | Range of Hourly Bill Rates |
|---|---|---|
| **Accounting** | | |
| Accounting Clerk | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Accounts Receivable Clerk | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Accounts Payable Clerk | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Collections | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Bookkeeper | $18.00 to $25.00 per hour | $25.56 to $35.50 per hour |
| Staff Accountant | $18.00 to $25.00 per hour | $25.56 to $35.50 per hour |
| Senior Accountant | $33.50 to $42.00 per hour | $47.57 to $59.84 per hour |
| Financial Analyst | $33.50 to $42.00 per hour | $47.57 to $59.84 per hour |
| Accounting Manager | $30.00 to $40.00 per hour | $42.60 to $56.80 per hour |
| **Purchasing** | | |
| Purchasing Clerk | $12.36 to $18.00 per hour | $17.55 to $25.56 per hour |
| **Office Administration** | | |
| Office Clerk | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Mail Clerk | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| File Clerk | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |

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| **Office Administration** | | |
|---|---|---|
| Data Entry Clerk | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Office Support | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Receptionist | $12.36 to 18.00 per hour | $17.55 to $25.56 per hour |
| Administrative Assistant | $18.00 to $25.00 per hour | $25.56 to $35.50 per hour |
| Administrator | $25.00 to $32.00 per hour | $35.50 to $45.44 per hour |
| Office Manager | $33.50 to $42.00 per hour | $47.57 to $59.84 per hour |
| **Human Resources** | | |
| Human Resources Generalists | $25.00 to $38.00 per hour | $35.50 to $53.96 per hour |
| Human Resources Manager | $32.00 to $40.00 per hour | $45.44 to $56.80 per hour |
| **Logistics** | | |
| Shipping and Receiving Clerk | $12.36 to $18.00 per hour | $17.55 to $25.56 per hour |
| Parts Clerk | $12.36 to $18.00 per hour | $17.55 to $25.56 per hour |
| Inventory Clerk | $12.36 to $18.00 per hour | $17.55 to $25.56 per hour |

Sparrow Company LLC is open to working with each hiring manager's requirements and quoting a position more accurately based on the position's requirements. Sparrow Company LLC can fill more titles than the cost proposal listing, and we will work with each hiring manager to accommodate their needs.

EXHIBIT "J"
23-24-047
Temporary
Employment
Services

# CITY OF LAS CRUCES
## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Think Beyond, Inc., of 3013 Durango Hills Dr., Leander, TX, 78641, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Temporary employment services to be provided on an as needed basis. Various purchase orders will be issued according to the needs of CITY departments and Joint Power Agreement (JPA) agencies.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No. 23-24-047 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount as proposed in response to the CITY’s RFP No. 23-24-047, plus applicable taxes as set forth in Exhibit B, attached hereto and made part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices weekly or biweekly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on July 1, 2024 for a term of four (4) years through June 30, 2028. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Professional Liability
    a. $1,000,000 per occurrence

2. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
3. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
4. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Greg Gonzalez, Buyer I |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | Think Beyond, Inc.<br>3013 Durango Hills Dr.<br>Leander, TX 78641<br>ATTENTION: Anuj Malhotra, President |

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

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

THINK BEYOND, INC.

BY: _____
Anuj Malhotra
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 6/28/24
City Attorney

23-24-047
Temporary
Employment
Services

# EXHIBIT A

# SERVICES

A. General Conditions

Temporary services are requested as needed throughout the contract period. Temporary employees will be subject to all applicable City work rules and their amendments. The contract will not guarantee that any specific amount of services will be obtained. Orders will only be placed when the City identifies a need and issues a purchase order or written Notice to Proceed. It shall be the Contractor's responsibility to meet the City's requirements. The contract(s) are non-exclusive, and the City reserves the right to obtain services on the open market to serve the best interest of the City.

B. Specific Conditions

1. The Contractor(s) shall:
   a. Designate a coordinator as a local single point of contact (SPOC), as well as a backup, that will be accessible during normal work hours to receive temporary employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, and problem solving. Normal work hours for the City are from 8:00am until 5:00pm Monday through Friday, with the exception of designated holidays.
   b. Refer personnel that have successfully undergone applicable background check and drug testing upon request of the city and provide verification that these pre-employment screenings have been successfully completed. Personnel shall be immediately productive, requiring minimal training and orientation.
   c. Be responsible for obtaining and informing and orienting its personnel on all relevant rules, regulations, policies, etc. of the City. Written acknowledgement of receipt of this information by the employee shall be provided to the City.
   d. Be given four (4) business hours and one (1) business day to confirm availability of a temporary employee to fill a request. However, if Contractor is unable to fill the job request, the City may fill the requirement from other qualified sources. City personnel will endeavor to give as much notice as is practical and possible.
   e. Ensure all temporary employees referred to the City have been screened for minimum qualifications required for the position.
   f. Be notified by the City in the event any temporary employee fails to adhere to the City's directions, policies, procedures, security / safety regulations, or demonstrates that they are not qualified to perform the required duties, and the Contractor shall replace the temporary employee within two (2) working days at

no cost to the City (including, but not limited to, training time; background checks; ID badges; drug testing; etc.). This also applies to any temporary employee that leaves for any reason before the assignment is completed. When a temporary employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) working days, the City shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within twenty (20) days.

g. Agree to compensate employees in accordance with the requirements of the Fair Labor Standards Act (FLSA) as amended, New Mexico State Law and the New Mexico Workers' Compensation Act as amended, and the City's minimum wage ordinance. Additionally, the Contractor must ensure that each temporary employee acknowledges, in writing, their exempt or non-exempt FLSA status, whichever is applicable.
h. Include provisions for the City to hire the temporary employee without payment of a finder's fee or any other fee, after the temporary employee has completed no less than ninety (90) days of temporary service to the City.
i. Submit a legible, detailed invoice to the requesting City department and the Disbursements (Accounts Payable) office on a weekly or bi-weekly basis before payment(s) can be made. The City will pay invoices within twenty (20) days. Tax for services must be included in the invoice. At a minimum, the invoice must provide the following information:
    i. Company name, address and contact information
    ii. City bill-to name and contact information
    iii. Name and title of hire, hours worked and hourly rate
    iv. Dates of service
    v. Extended price
    vi. Total amount

    Preferably, invoices should be sent via e-mail to disbursements@lascruces.gov.

    Invoices can also be mailed to:

    City of Las Cruces
    Attention: Accounts Payable
    PO Box 20000
    Las Cruces, NM 88004

j. Furnish, upon request by the City, a monthly usage delineating the acquisition activity governed by the contract. The format of the report shall be approved by the City and shall disclose the quantity and dollar value of each contract item by individual department.

2. The Contractor shall provide contracted employees who shall:
    a. Based on position and services to be provided to the City, be subject to various criminal checks, fingerprinting, background checks, and applicable drug testing

upon whose results the City may choose to base its decision to accept an individual for assignment. This option would allow the temporary employee access to areas within the City such as court buildings, and any restricted areas.

b. Conform in all respects to fire and safety / security regulations while on the City's premises.
c. Receive training on preventing discrimination and harassment and have received and acknowledged receipt of the City's Discrimination Policy as provided by the City.
d. Be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description, unless otherwise requested.
e. Be dressed appropriately and with the equipment specified by the City as being required to perform work in the service categories covered under this contract. The City requires most field personnel to have safety shoes, at the expense of the temporary employee. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
f. Be respectful of all people with whom they interact, including City employees and customers of the City. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.
g. Limit personal mobile phone calls to emergency calls while on duty.
h. Report to an assignment at the time designated by the City. The work week shall be Monday through Friday. Normal business hours are 8:00am to 5:00pm, and occasionally weekends, excluding City holidays. There may be requirements or alternate schedules which require evening, weekend, holiday and overtime work. Weekend work shall be defined as Saturday and Sunday during the same week. Weekend or holiday work will not be considered overtime unless in excess of forty (40) hours worked.
i. Be entitled to lunch periods ranging from 30-60 minutes as determined by the City. No payments shall be made for lunch periods.
j. In some instances, require additional types of certifications such as First Aid and CPR certification. Temporary employees shall have these certifications prior to applying for such positions. Temporary employees shall maintain and recertify these certifications at their own expense.

3. The Contractor shall accept that the City shall:
   a. Have the right to interview and / or screen all prospective personnel, and to accept or reject any or all based upon the required skills and the background and experience of each individual. A resumé may be required upon request prior to an interview.
   b. Supervise Contractor's employees. The City shall have direct control over the daily activities of the Contractor's employees.
   c. Reserve the right to add and / or delete services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If

additional services are required from this contract, prices for such additions will be negotiated by the Contractor and the City.

4. The Contractor shall accept a contract provision that any request for fee adjustments must be submitted sixty (60) days prior to the current contract annual anniversary date. Requests for adjustment in cost of labor must be supported by appropriate documentation. If the City agrees to the adjusted fee, the City shall issue written approval of the change in the form of a contract amendment to be executed by both parties. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

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**Response to RFP# 23-24-047**

**Temporary Employment Services**

**by**

**THINK BEYOND INC**
**3013 DURANGO HILLS DR, LEANDER, TX 78641**

**Contact: Anuj Malhotra**
**Title: President**
**email: amalhotra@thethinkbeyond.com**
**Phone: 614-209-8028**
**Response Valid until: 5/31/2024**

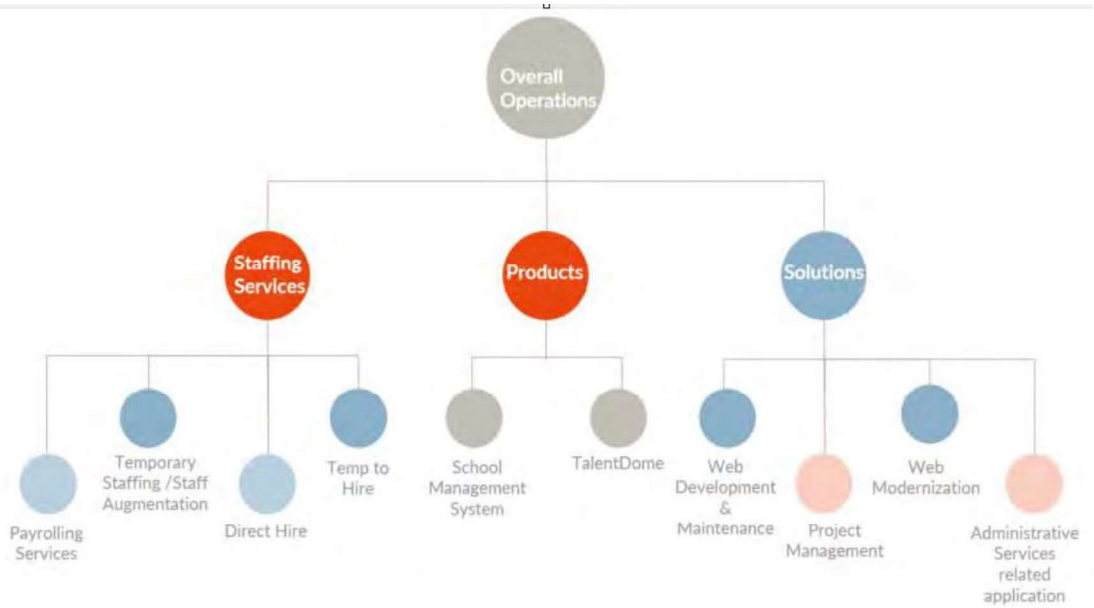
## Vendor Profile

**Company's name:** THINK BEYOND INC.
**Address:** 3013 Durango Hills Dr, Leander, TX 78641
**Contact Name:** Anuj Malhotra (614-209-8028)
**Facsimile number:** 737-231-7514
**Email:** amalhotra@amalhotra@thethinkbeyond.com
**IN BUSINESS:** Since 2008
**WEB PAGE:** *https://www.thethinkbeyond.com*

**Operations in New Mexico:**
**1209 MOUNTAIN ROAD PL NE, STE H**
**ALBUQUERQUE, NM 87110**

### Why Think Beyond Inc?

Think Beyond Inc. has 15+ years of immense experience in providing **Staffing Services** to various government and commercial clients. Think Beyond has been servicing customers across various verticals such as IT, Education, Engineering, Transportation, Healthcare, Housing, Pharmaceuticals, Telecom and Government sectors for many years and has developed unparalleled competencies across these verticals to provide trained professional resources equipped with the right knowledge and skills to deliver high-quality solutions. We have a business presence in 42 states across the nation and have been successfully serving the clients with a high level of customer satisfaction.



## Think Beyond's Value-Adds and Key Differentiators set us apart from our competitors.

- **Experienced and dedicated Account Management Team:** Think Beyond's Account Management Team will work diligently with the Client to identify the contract needs and to provide the best resources. Our Account Management team possess 20+ years of collective experience in managing contracts.
- **Recruitment Team:** We have a team of 220+ Recruiters and Quality Analysts who are having more than 10 years of experience working on similar Positions. Our recruiters can provide resources for both short and long-term assignments. Additionally, Think Beyond has a team of CCWP certified Staff and highly qualified recruiters and Subject Matter Experts with relevant certifications which could be an added advantage while screening and choosing the best professional for your task order needs.
- **Robust Screening and Selection process:** We have selective screening, testing, selection procedure, and methodology ensuring that only the best of the consultants are hired to meet our client's needs and provide cost-effective solutions to the most challenging staffing needs to meet up to our customers' satisfaction. We not only emphasize the functional capability of temps, but we also place a great deal of importance on soft skills such as communication and interpersonal skills and the employee's ability to adapt to the cultural mosaic of the work environment. To accomplish this goal, we focus on acquiring as many local candidates as possible. Our philosophy is to understand the customer's environment and goals. Through our orientation process, we mentor our Temporary Employees by providing a clear understanding of customer expectations and their culture. We not only identify the most qualified resource for the job on hand but also match the best fit candidate for the requirement from a technical and cultural perspective.
- **Automated tools and technologies:** Think Beyond use automated tools that enable us to automate and manage the entire recruitment lifecycle from sourcing, applicant tracking, contract employee management, social recruiting, employer branding, candidate assessment and engagement, employee referrals, talent identification, evaluation, and engagement till on-boarding.

- **Diversity & Inclusion:** We celebrate diversity, equality, and foster inclusion through strategic community partnerships.
- **Employee Care Program:** Acquiring and retaining high-quality talent is critical for us to ensure the successful delivery of services. To achieve this, **Think Beyond** has proven Retention policies comprising of employee rewards programs, performance bonuses, project completion bonuses, Retention bonuses, comprehensive individual and family benefits, training plans, and employee development programs. Our Employee Care Program helps us attract and maintain a qualified and stable workforce, resulting in a retention rate of 97%.
- **Pre-vetted Resume Database: Think Beyond** has a strong database of candidates who could help us to fill the urgent requirements of the participating entities in the shortest turnaround time possible. The Bench Capability of Think Beyond helps the clients to hire prescreened consultants saving time in lengthy screening procedures. We have a strong pool of 100,000+ prescreened candidates which helps us in providing resumes within 12-24 Hours and placing the candidate within 3-5 days. Our Recruitment team has access to 2 million resumes through Ceipal, Bullhorn, and TalentDome.
- **Veteran Hiring:** ThinkBeyond is a proud proponent of veteran hiring. We undertake veteran hiring initiatives to general employment avenues for our veterans and military spouses every year. We are building a solution for transitioning returning veterans to the workforce. ThinkBeyond Inc. was recognized by the USDOL as a HIRE Vets Medallion Award recipient for our commitment to recruiting Veterans. We're proud to support Veterans and their career goals. Moreover, we have multiple alliances with organizations focused on helping Veterans and their spouses to find civilian jobs. We also leverage "Collaboration with Reboot" - A dedicated Veteran Hiring app that helps Veterans find the perfect job after a thorough psychometric analysis. We also have a dedicated team of recruiters that specialize in Veteran Hiring and participate in career fairs and events organized for veterans.
- **Bench Strength:** ThinkBeyond has been serving similar needs of our clients for the past many years, which gives us the ability to provide qualified resources within 24- 48 Hours. We have a strong

bench of candidates who could help us to meet the urgent requirements in the Shortest Turnaround Time possible.

## ThinkBeyond's Recruitment Methodology:

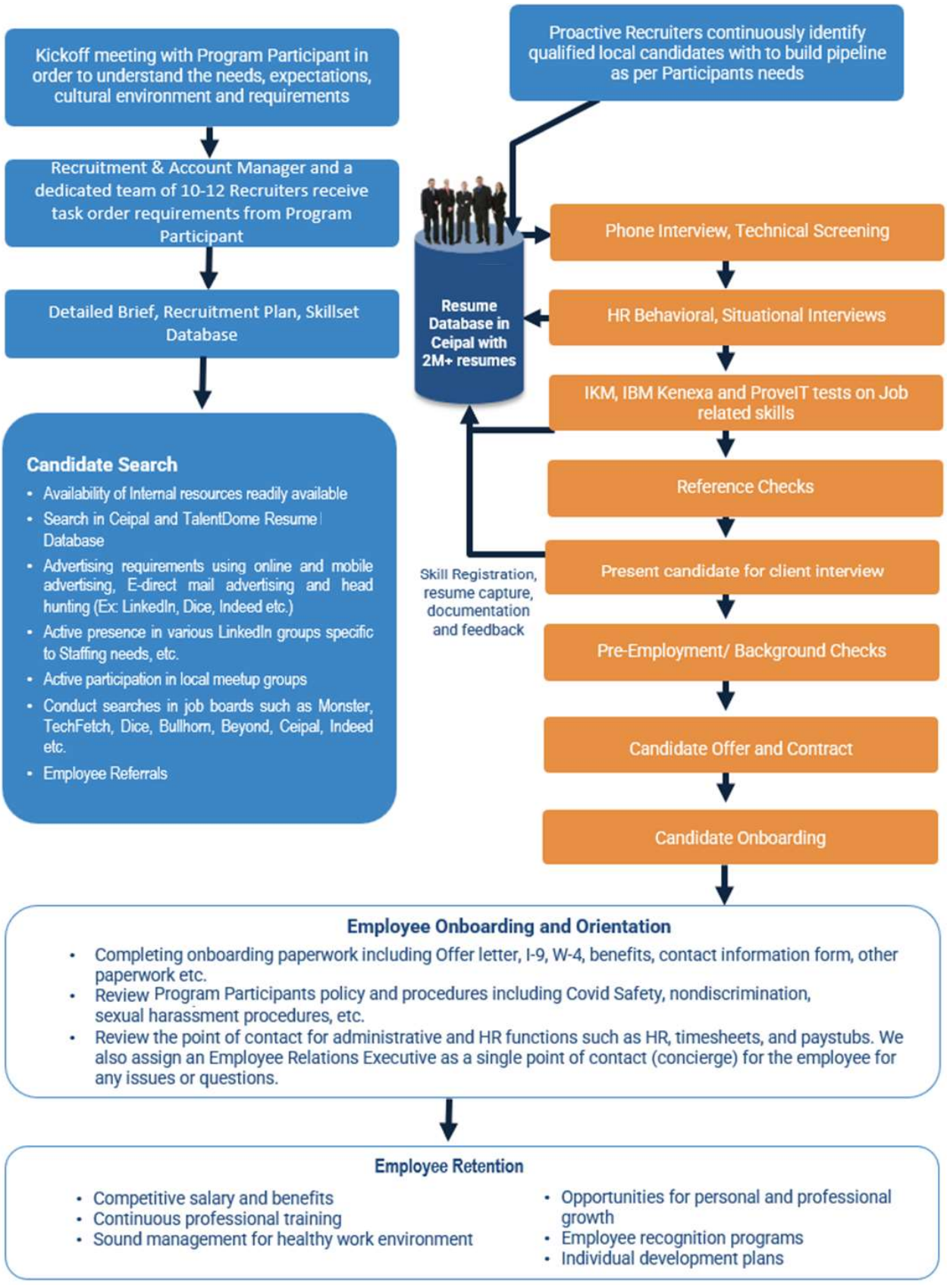
We use automation tools to manage the entire employee lifecycle right from recruitment management (Once we are awarded contract, we will assign dedicated passive recruiters' team who will start building pipeline of local candidates), application tracking, employee management, social recruiting, candidate assessment, talent identification, engagement, onboarding, employee performance, and client feedback.

ThinkBeyond uses our proven recruiting methodology to conduct our outreach to identify and recruit candidates.

Our recruiters conduct the following screening procedures process to ensure that the resource is a perfect match for the Procuring Agency's employment history:

- Technical Screening through SMEs
- Skill Tests
- HR round of screening
- Reference Checks
- Verification through background verification companies

**Technical Screening through SMEs:** To ensure the quality of the candidate, our domain expert recruiters short-list qualified resumes by matching the Skill Matrix developed for the specific roles. To shortlist potential candidates, our recruiters evaluate each candidate, and they go through a thorough interview process; with job position specific questionnaire; their relevant experience, review of the candidate's work history, aptitude and behavioral skills, application and resume, and competency tests appropriate for the job role.


Kickoff meeting with Program Participant in order to understand the needs, expectations, cultural environment and requirements
Recruitment & Account Manager and a dedicated team of 10-12 Recruiters receive task order requirements from Program Participant
Detailed Brief, Recruitment Plan, Skillset Database
Candidate Search
Availability of Internal resources readily available
Search in Ceipal and TalentDome Resume Database
Advertising requirements using online and mobile advertising, E-direct mail advertising and head hunting (Ex: LinkedIn, Dice, Indeed etc.)
Active presence in various LinkedIn groups specific to Staffing needs, etc.
Active participation in local meetup groups
Conduct searches in job boards such as Monster, TechFetch, Dice, Bullhorn, Beyond, Ceipal, Indeed etc.
Employee Referrals
Proactive Recruiters continuously identify qualified local candidates with to build pipeline as per Participants needs
Resume Database in Ceipal with 2M+ resumes
Skill Registration, resume capture, documentation and feedback
Phone Interview, Technical Screening
HR Behavioral, Situational Interviews
IKM, IBM Kenexa and ProveIT tests on Job related skills
Reference Checks
Present candidate for client interview
Pre-Employment/ Background Checks
Candidate Offer and Contract
Candidate Onboarding
Employee Onboarding and Orientation
Completing onboarding paperwork including Offer letter, I-9, W-4, benefits, contact information form, other paperwork etc.
Review Program Participants policy and procedures including Covid Safety, nondiscrimination, sexual harassment procedures, etc.
Review the point of contact for administrative and HR functions such as HR, timesheets, and paystubs. We also assign an Employee Relations Executive as a single point of contact (concierge) for the employee for any issues or questions.
Employee Retention
Competitive salary and benefits
Continuous professional training
Sound management for healthy work environment
Opportunities for personal and professional growth
Employee recognition programs
Individual development plans

ond.com

During the interview, our SMEs assess interpersonal skills, communication skills, teamwork skills, and job knowledge. Our SMEs generally ask work related and specific multiple-choice questions to evaluate technical or professional expertise and knowledge required for specific job.

At the next stage, the SMEs conduct the second level of resume screening and candidate assessment with the help of questionnaires, 3rd party testing tools depending on the skillset and level of experience. These SMEs have 15+ years average experience on an average and check the competency of the qualifying candidate. Table 6 shows what our SMEs evaluate in each qualified candidate.

| Candidate Evaluation Form | | | |
|---|---|---|---|
| Client Name: | | | |
| Location: | | | |
| Job Title: | | | |
| ***Rating:*** | *1 – Average kills* | *2 – Good skills* | *3 – Excellent skills* |

| Client's Mandatory Qualifications (MQ) | Meets MQ (Yes/No) | If Yes, Rate Skill Level (1/2/3) |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. *(add lines if required)* | | |

| Client's Desired Qualifications (DQ) | Meets DQ (Yes/No) | If Yes, Rate Skill Level (1/2/3) |
|---|---|---|
| 1. | | |
| 2. *(add lines if required)* | | |

| Candidate Evaluation Criteria | Yes/No | Evaluator Comments |
|---|---|---|
| Does the candidate have relevant experience? | | |
| Does the candidate have required years of experience? | | |
| Are there any gaps in job duration? | | |
| Are the resume credentials correct? | | |
| Is the candidate local? | | |
| If not local, is the candidate ready to relocate? | | |
| Does the candidate have experience with applications/technologies/tools/ machines/etc. involved in the project? | | |
| Has the candidate cleared the Technical Questionnaire Assessment? | | |
| Did the candidate understand the job description? | | |
| Is candidate ready for in-person interview? | | |
| Did at least two ex-employers provide positive references? | | |
| **Recommend to Client? (Y/N)** | | |
| **Add to Talent Pool? (Y/N)** | | |
| **Addition Comments (if any)** | | |

**Skills Assessment:** We use ExpertRating (www.expertratinginc.com) as our skill assessment tool to test the technical knowledge of the candidates:
ThinkBeyond use automated tools that enable us to automate and manage the entire recruitment lifecycle from sourcing, applicant tracking, contract employee management, social recruiting, employer branding, candidate assessment and engagement, employee referrals, talent identification, evaluation, and engagement till on-boarding.

**HR Round of Screening:** This round of screening helps to understand whether the resource is committed to accepting the opportunity with the client and checks communication skills. We would make sure that the following expectations are communicated to the resource:

- Compensation
- Duration of the project
- Location and travel(if any) requirements
- Onsite/offsite
- Dress code (if any)
- Work Hours (as required by the County)

The HR Manager also conducts Cultural Fit Assessment of the candidates where the HR Manager asks a series of questions to ensure the candidate is suitable for the Procuring Agency's requirements. We ensure that our proposed candidates, in addition to the required job skills and qualifications, exhibit the best fit within the client's culture.

When interviewing a prospective employee, we will look for who align with the Procuring Agency's mission. Employees who are candidates satisfied and happy with the environment are more productive in their work environments and feel invested in the long-term success of the assignment.

Hiring people who are not a good cultural fit could cause friction within the team and create a negative work environment. These factors further impact employee productivity and performance.

During the kick-off meeting with the Procuring Agency, our HR Team will assess, identify, define and articulate the Procuring Agency's culture –its values, goals, and practices – and then our team will weave this understanding into the hiring process.

Based on our understanding of the Procuring Agency's work culture, our team will draft a questionnaire to conduct the Cultural Fit Assessment of the candidates. Figure provides examples of such questions.

***Cultural Fit Assessment Questionnaire:***

- *What is the single most important factor that must be present in your work environment for you to be successfully and happily employed?*
- *What are the positive aspects of your current job and work environment, or the last position you held before coming to this interview?*
- *Describe the management style that will bring forth your best work and efforts.*
- *What is your preferred work style? Do you prefer working alone or as part of a team? What percentage of your time would you allocate to each, given a choice?*
- *Tell us about an occasion when you believe that you delighted a customer, either an internal or an external customer.*

**Reference Checks:** We carry out a thorough reference check of candidates and present them to clients only after receiving positive feedback from all references. Figure below shows the standard Professional Reference check form that we use for our clients unless the client has any other specific requirements or restrictions.

## Professional Reference Check Form

Candidate's Name: _____

Organization: _____

Reference Name: _____

Reference Title: _____ Relationship to Candidate: _____

Phone/Email: _____ Date: _____

Dates of Employment: From _____ To _____

What was the nature of the candidate's job?

Reason for Leaving: ☐ Voluntary ☐ Involuntary

Explanation: _____

Please rank the candidate based on the following areas:

| | | | | | |
|---|---|---|---|---|---|
| Responds to Supervision | Poor | Fair | Good | Excellent | N/A |
| Attendance/Punctuality | Poor | Fair | Good | Excellent | N/A |
| Dependability | Poor | Fair | Good | Excellent | N/A |
| Assumes Responsibility | Poor | Fair | Good | Excellent | N/A |
| Follows Instructions | Poor | Fair | Good | Excellent | N/A |
| Quality of Work | Poor | Fair | Good | Excellent | N/A |
| Quantity of Work | Poor | Fair | Good | Excellent | N/A |

Were there any disciplinary actions? Please explain:

Were there any performance issues? Please explain:

If given the opportunity, would you re-employ this individual? ☐ Yes ☐ No

Any Additional Comments?

**Pre-Screen Employment/Background Checks/ Drug Screening:**

Think Beyond performs a criminal record check, motor vehicle check (if applicable), verification of education, verification of employment experience, history, or expertise of the Contractor's employees in a manner consistent with applicable law and the Agreement, and as deemed necessary by the

County to protect the trust, safety, and security of the public and agents and employees of the County. We conduct complete background checks of candidates before their joining. Depending on the client's requirements, the background checks are completed at the time of candidate submission or before the resource starts at the client site.

We use reputable background agencies such as A-Check, Hire Right, LexisNexis, Good Hire, First Advantage, talent Wise, PreCheck, and Crimcheck.com to conduct complete background checks of candidates. Depending on the Client's requirements, the background checks will be completed at the time of candidate submission or before the resource starts at the client site.



## Consultant Qualifications and Expertise:

1. **Key Personal Role:** Executive Contact and Contract Manager
   **Name**: Anuj Malhotra **Years of Experience:** 21 yrs.

**Education:** Masters from West Virginia University Institute of Technology, WV, USA.

| Summary Qualifications |
|---|
| • 17+ Years of Client Management and Business Development experience directing/supervising large contract vehicles of the State, Local, Federal and Private Sector.<br>• Extensive experience providing account management for Contingent Staffing Services contracts with various state and local agencies such as New York Power Authority, New York City Housing Authority, NYCERS, Rural Health Network of South Central New York (RHNSCNY), MTA, MTA Capital Construction, Long Island Rail Road and Metro North Rail Road, State of Washington, State of Maryland, State of Oklahoma, State of Colorado, State of California, State of Texas, State of North Carolina, State of South Carolina, Community Transit - City of Everett, Port of Seattle, Washington Health Benefit Exchange (WAHBE), Valley Transit, King County Procurement & Payables Section, Washington State Department of Licensing, Lone Star College, Austin Community College (ACC) District, Los Angeles County Office of Education etc.<br>• Excellent technical and interpersonal skills.<br>1. Account Management<br>2. Sales Management<br>3. Business Management<br>4. Contract Negotiations<br>5. Contingent Staffing<br>6. Strategic Planning<br>7. National Sales Development<br>8. C-level Client Relations |

## Core Competencies

- Service Level Metrics
- Service Desk
- Incident & Problem Management
- Performance Management
- Continuous Improvement processes
- Vendor Management
- Client Satisfaction
- Change Management
- Contract Governance
- P&L Management
- Self-directed Team Building
- Field Service Management

## Chronological Order Work History

**Think Beyond Inc.** **June 2008 - Present**

**Contract/Account Manager**

- Manage government sector clients for their Staffing and Project Management needs.
- Work collaboratively with clients to monitor performance and project delivery, manage risk, answer questions, escalations, and provide the resolution of issues.
- Spearhead mitigation of any performance issues that may arise.
- Help with government agencies technology solutions and services, respond to RFPs, and develop penetration and growth plans.
- Define appropriate sales tactics and forecasting, build and plan relationships with vendors and distributors.
- Apply dynamic leadership talents toward training, coaching, and managing sales associates.
- Actively attend tradeshows and job fairs to establish and expand the network of candidates and clients.
- Manage Fortune 500 clients.
- Develop and maintain strategic relationships with clients and the management to fulfill client expectations and increase revenue.
- Interact daily with project managers, resource managers, and procurement

**NetJets Inc** **June 2004 - June 2006**
**Project Manager**

- Create detailed project plans, establish timelines, and define resource requirements, critical paths and key milestones; monitor overall progress and ensure timely completion of all tasks.
- Build cost and time requirements into project plan; successfully meet project deliverables.
- Execute all phases of the project life cycle - analysis, design, development, testing, implementation, and post-production support

2. **Key Personal Role:** Sales and Reporting Contact
   **Name:** Sachin Chopra **Years of Experience**: 20 yrs.
   **Education:** Bachelor of Technology and PMP Certified

**Summary Qualifications**

- 6+ Years of experience in directing/supervising large contract vehicles of the State, Local, Federal and Private Sector.
- Extensive experience providing Sales/account management for large contracts with various state and local agencies such as State of California, State of Oklahoma , State of California, State of Texas, State of North Carolina, State of South Carolina, NYCHA, NYCERS, MTA, Texas Capital Metropolitan Transportation Authority, Maryland DOT, North Carolina DOT, South Carolina DOT, Washington DOT, Metropolitan Transportation Authority (New York) and Capital Metropolitan Transportation Authority (Texas) etc. for their IT Professional needs.

## Chronological Order Work Experience

**Think Beyond, Inc. Sales Manager** **Nov 2017 – Present**

- Developing and executing sales strategies to drive revenue growth and meet or exceed sales targets.
- Building and maintaining strong relationships with clients and prospects, understanding their staffing needs, and providing tailored solutions.
- Leading and managing a high-performing sales team, setting sales targets, and providing guidance and support to achieve objectives.
- Identifying and pursuing new business opportunities, expanding the client base, and securing long-term contracts.
- Monitoring market trends, competitor activities, and industry developments to stay ahead of the curve and identify potential business opportunities.
- Collaborating with internal stakeholders, such as recruiters and operations teams, to ensure seamless delivery of staffing services and exceptional customer satisfaction.
- Conducting regular performance evaluations, providing coaching and training to sales team members to enhance their skills and drive individual and team performance.
- Analyzing sales data, generating reports, and presenting insights to senior management, informing strategic decision-making and identifying areas for improvement.
- Keeping abreast of industry best practices, emerging technologies, and changes in labor laws and regulations related to staffing, ensuring compliance and competitive advantage.
- Representing the company at industry events, conferences, and networking opportunities to enhance brand visibility and establish strategic partnerships.

23-24-047
Temporary
Employment
Services

# EXHIBIT B

# COST PROPOSAL

**Cost Proposal to RFP# 23-24-047**

**Temporary Employment Services**

**by**

**THINK BEYOND INC**
**3013 DURANGO HILLS DR, LEANDER, TX 78641**

**Contact: Anuj Malhotra**
**Title: President**
**email: amalhotra@thethinkbeyond.com**
**Phone: 614-209-8028**
**Response Valid until: 5/31/2024**

## Cost Proposal

| Job Title | Bill Rates | | Mark Up |
|---|---|---|---|
| | Low | High | |
| Accountant | $ 17.85 | $ 33.45 | 1.35 |
| Administrative Support Services | $ 16.59 | $ 29.49 | 1.35 |
| Computer Operator | $ 27.89 | $ 34.29 | 1.35 |
| Custodian | $ 14.69 | $ 19.33 | 1.35 |
| Customer Care Representative | $ 15.88 | $ 17.85 | 1.35 |
| Customer Sevice | $ 14.30 | $ 16.97 | 1.35 |
| Data Entry | $ 17.40 | $ 19.57 | 1.35 |
| Database Support | $ 15.90 | $ 18.55 | 1.35 |
| Distribution Assistant | $ 15.85 | $ 18.49 | 1.35 |
| Engineer/Technician | $ 25.39 | $ 28.95 | 1.35 |
| Events Marketing Manager | $ 17.66 | $ 19.50 | 1.35 |
| File Clerk | $ 15.92 | $ 18.30 | 1.35 |
| Fitness Instructor | $ 18.99 | $ 22.60 | 1.35 |
| Food Server | $ 18.45 | $ 21.56 | 1.35 |
| Forklift Operator | $ 16.39 | $ 18.44 | 1.35 |
| General Labor | $ 15.60 | $ 18.92 | 1.35 |
| General Office Clerk | $ 17.91 | $ 20.40 | 1.35 |
| Janitorial | $ 18.20 | $ 20.63 | 1.35 |
| L.P Nurse | $ 27.90 | $ 48.32 | 1.35 |
| Librarian | $ 19.20 | $ 26.39 | 1.35 |
| Mechanics Maintenance | $ 23.70 | $ 26.49 | 1.35 |
| Office Assistant | $ 17.99 | $ 20.80 | 1.35 |
| Pool Maintenance | $ 17.97 | $ 20.58 | 1.35 |
| Receptionist | $ 18.40 | $ 19.70 | 1.35 |
| Shipping & Receiving Specialist | $ 17.30 | $ 19.30 | 1.35 |
| Site Management | $ 14.30 | $ 16.97 | 1.35 |
| Transcriber | $ 18.40 | $ 20.99 | 1.35 |
| Waste Maintenance | $ 17.50 | $ 19.94 | 1.35 |

**25-023**

**Type of Action:**
**☒ Resolution**
**☐ Ordinance**
**☐ TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | **☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A** | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Virginia Barela | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT FOR AN ENTERPRISE ASSET MANAGEMENT SOFTWARE WITH SHI INTERNATIONAL CORP OF SOMERSET, NEW JERSEY, IN AN AMOUNT NOT TO EXCEED $187,595.49, PLUS GROSS RECEIPTS TAX, FOR THE FIRST SUBSCRIPTION YEAR AND IMPLEMENTATION COSTS, AND AN AMOUNT NOT TO EXCEED $107,846.73, PLUS GROSS RECEIPTS TAX, FOR FUTURE ANNUAL SOFTWARE RENEWALS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO 24-25-011).**

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

## PURPOSE(S) OF ACTION:

To award an existing contract price agreement.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Streets Management program of the Public Works Department is responsible for the management and maintenance of dedicated right-of-way within the corporate city limits of Las Cruces. This maintenance includes, but is not limited to, preventative maintenance; grading; pothole patching; and utility patch repairs for the purpose of extending the life of our roadways. This maintenance and repair is essential to the safety of the community. Currently, the tracking of the dedicated roadways, the current condition, and estimated future condition to develop a maintenance plan is managed through four (4) separate software applications. This decentralization of data results in a cumbersome process of prioritizing and budgeting for required maintenance and repair.

The City of Las Cruces (City) wishes to procure an Enterprise Asset Management (EAM) software for the purposes of identifying, prioritizing, and managing maintenance and improvement of dedicated roadways within the corporate city limits of Las Cruces. Utilization of an EAM software for this management will centralize data currently being kept in multiple software applications making the management of roadways more effective and efficient.

Las Cruces Municipal Code, Chapter 24, Section 24-4(24b) Authorized exemptions, authorizes the City to utilize contracts from intrastate or interstate governmental bodies and their agencies. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs.

SHI International Corp of Somerset, New Jersey, entered into a Contract No. 2018011-02 with the City of Mesa, Arizona, for all services required to furnish all materials, labor, and software necessary to implement EAM software. The City wishes to utilize this contract to purchase EAM from SHI International Corp.

Public Works is requesting authorization to enter into a purchase agreement for a total amount of $187,595.49, plus applicable taxes for the first subscription year and implementation costs, and future annual software renewals of $107,846.73, subject to approved budget appropriations.

**SUPPORT INFORMATION:**

Exhibit "A" - EAM Purchase Agreement

**PLAN(S):**

None

**COMMITTEE/BOARD REVIEW:**

None

**DOES THIS AMEND THE BUDGET?:**

☐ Yes

☒ No

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

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the resolution to authorize the City to enter into a purchase agreement with SHI International Corp of Somerset, New Jersey, in an amount of $187,595.49, plus applicable taxes for the first subscription year and implementation costs, and future annual software renewals of $107,846.73.
2. Vote "No"; this will deny the purchase agreement with SHI International Corp of Somerset, New Jersey.
3. Vote to "Amend"; this could modify the resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the authorization to procure an EAM software and may negatively impact the maintenance and repair of public roadways.

**RESOLUTION 25-023**

**A RESOLUTION AUTHORIZING A PURCHASE AGREEMENT FOR AN ENTERPRISE ASSET MANAGEMENT SOFTWARE WITH SHI INTERNATIONAL CORP OF SOMERSET, NEW JERSEY, IN AN AMOUNT NOT TO EXCEED $187,595.49, PLUS GROSS RECEIPTS TAX, FOR THE FIRST SUBSCRIPTION YEAR AND IMPLEMENTATION COSTS, AND AN AMOUNT NOT TO EXCEED $107,846.73, PLUS GROSS RECEIPTS TAX, FOR FUTURE ANNUAL SOFTWARE RENEWALS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO 24-25-011).**

The City Council is informed that:

**WHEREAS**, the Street Management program of the Public Works Department is responsible for the management and maintenance of dedicated right-of-way within the corporate city limits; and

**WHEREAS**, this maintenance includes preventative maintenance, grading, pothole patching, and utility patch repairs; and

**WHEREAS**, this maintenance and repair if essential to the safety of the community; and

**WHEREAS**, SHI International Corp of Somerset, New Jersey, entered into a Contract No. 2018011-02 with the City of Mesa, Arizona, for all services required to furnish all materials, labor, and software necessary to implement EAM software; and

**WHEREAS**, the City of Las Cruces (City) wishes to enter into a purchase agreement utilizing Contract No. 2018011-02 for a total amount of $187,595.49, plus applicable taxes for the first subscription year and implementation costs, and future annual software renewals of $107,846.73, plus applicable taxes.

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

**(I)**

**THAT** the Resolution authorizes the City to enter into a purchase agreement with SHI International Corp of Somerset, New Jersey, as shown in Exhibit "A" attached hereto and made part of this resolution, is hereby approved.

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

EXHIBIT "A"

# CITY OF LAS CRUCES

## EXISTING CONTRACT PURCHASE AGREEMENT

## CITY OF MESA, ARIZONA (MESA)
## CONTRACT NO. 2018011-02

## INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES

Pursuant to terms and conditions of MESA Contract No. 2018011-02, dated March 1, 2018, between the MESA and SHI INTERNATIONAL CORP. (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of August, 2024, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (24).

2. In a satisfactory and proper manner, the CONTRACTOR shall perform services pursuant to MESA Contract No. 2018011-02, as set forth in Attachment A, attached hereto and made a part of this Agreement.

f

3. The effective period of this Agreement shall coexist with MESA Contract No. 2018011-02.

4. In consideration for the satisfactory delivery of services, the CONTRACTOR shall be compensated pursuant to the cost terms of MESA Contract No. 2018011-02. Cost of services shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to

take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.

9. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

SHI INTERNATIONAL CORP.

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 7/9/24
City Attorney

# Attachment A

Pricing Proposal
Quotation #: 25052888
Created On: 7/8/2024
Valid Until: 7/31/2024

## NM-City of Las Cruces

**Todd Selle**
PO BOX 2000
0
ATTN:Disbursements
Las Cruces, NM 88004
United States
Phone: (575) 541-2135
Fax:
Email: tselle@lascruces.gov

## Inside Account Manager

**Michael Greenfeder**
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4752
Fax:
Email: michael_greenfeder@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | Asset Management - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWAQ-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2024 – 8/14/2025 | 1 | $70,561.02 | $70,561.02 |
| 2 | Scenario Builder - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWAT-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2024 – 8/14/2025 | 1 | $15,120.23 | $15,120.23 |
| 3 | Transportation Domain - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWBC-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2024 – 8/14/2025 | 1 | $22,165.48 | $22,165.48 |
| 4 | Professional Services Deployment - Prepaid - Between $300-500 Million - 0Y<br>OpenGov - Part#: OG-PSBG-B300500M-OT-0Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2024 – 8/14/2025 | 327 | $243.88 | $79,748.76 |

| | |
|---|---|
| Subtotal | $187,595.49 |
| *Tax | $32,515.17 |
| Total | $220,110.66 |

*Tax is estimated. Invoice will include the full and final tax due.

Additional Optional Items

| | | | |
|---|---|---|---|
| Asset Management - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWAQ-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions | 1 | $70,561.02 | $70,561.02 |

| | | | |
|---|---|---|---|
| Contract #: 2018011-02<br>Coverage Term: 8/15/2025 – 8/14/2026 | | | |
| Scenario Builder - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWAT-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2025 – 8/14/2026 | 1 | $15,120.23 | $15,120.23 |
| Transportation Domain - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWBC-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2025 – 8/14/2026 | 1 | $22,165.48 | $22,165.48 |
| Asset Management - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWAQ-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2026 – 8/14/2027 | 1 | $70,561.02 | $70,561.02 |
| Scenario Builder - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWAT-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2026 – 8/14/2027 | 1 | $15,120.23 | $15,120.23 |
| Transportation Domain - Between $300-500 Million - 3Y<br>OpenGov - Part#: OG-TWBC-B300500M-AR-3Y<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02<br>Coverage Term: 8/15/2026 – 8/14/2027 | 1 | $22,165.48 | $22,165.48 |

**Additional Comments**

**Field Account Executive: Suzanna Montoya-Robles - Phone: 505-403-7673 Email: suzanna_montoya-robles@shi.com

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

By purchasing year 1, customer commits to the following schedule:

Year 1 payment: $187,595.49

Year 2 payment: $107,846.73

Year 3 payment: $107,846.73

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**City of Mesa, AZ**

**Contract # 2018011-02**

*for*

Information Technology Solutions and Services

*with*

**SHI International Corp.**

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

I. Executed Contract
II. Mayor and Council Approval
III. Supplier Response
IV. Original RFP

**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2018011**
**INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

**CITY OF MESA, Arizona ("City")**

| | |
|---|---|
| Department Name | City of Mesa – Purchasing Division |
| Mailing Address | P.O. Box 1466 |
| | Mesa, AZ 85211-1466 |
| Delivery Address | 20 East Main St, Suite 400 |
| | Mesa, AZ 85201 |
| Attention | Sharon Brause, CPPO, CPPB, CPCP<br>Senior Procurement Officer |
| E-Mail | Sharon.Brause@MesaAZ.gov |
| Phone | (480) 644-2815 |
| Fax | (480) 644-2655 |

**AND**

**SHI INTERNATIONAL CORP., ("Contractor")**

| | |
|---|---|
| Mailing Address | 290 Davidson Ave |
| | Somerset, NJ 08873 |
| Remit Address | PO Box 952121 |
| | Dallas, TX 75395-2121 |
| Attention | Meghan Flisakowski, Public Program Manager |
| E-Mail | Meghan.Flisakowski@shi.com |
| Phone | 512-517-4088 |
| Fax | 732-652-6599 |
| Website | www.publicsector.shidirect.com/ |

## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **SHI INTERNATIONAL CORP**, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

### RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

### TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023.** The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see **Exhibit C**, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work**. The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions (Exhibit C)
      2. Pricing (Exhibit B)
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of Service or delivery of Product;
g. Description of Products or Services provided;
h. If Products provided, the quantity delivered and pricing of each unit;

i. Applicable taxes; and
j. Total amount due.

6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.8 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.8.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("VAR") of Products, not the Original Equipment Manufacturer ("OEM") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("OEM Product Warranty"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work / Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

19. **Headings**. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

| **CITY OF MESA, ARIZONA** | **SHI INTERNATIONAL CORP.** |
|---|---|
| By: _____ | By: _____ |
| Edward Quedens | Cassie Skelton |
| Printed Name | Printed Name |
| Business Services Director | Contracts Manager |
| Title | Title |
| 2-27-18 | 2/27/18 |
| Date | Date |

REVIEWED BY:

By: _____

# EXHIBIT A
# SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
   a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
   b. Have a strong national presence as a computer solutions provider.
   c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
   d. Have a demonstrated sales presence.
   e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
   f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

   a. Online
   b. Telephone
   c. Fax
   d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

   a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

   b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

***Note:*** All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

i. Comprehensive Product Offering: Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.

j. Financing: Options available such as lease programs and conditional sales contracts.

4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

# EXHIBIT B
## PRICING

| Item # | Product | Product / Group | Discount | Manufacturer Name |
|---|---|---|---|---|
| 1) | Group 1 - Systems | 1) Desktops | 4.50% | SHI's Full Catalog of Systems |
| | | 2) Notebooks | 4.50% | SHI's Full Catalog of Systems |
| | | 3) Tablets | 4.50% | SHI's Full Catalog of Systems |
| | | 4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc) | 4.50% | SHI's Full Catalog of Systems |
| 2) | Group 2 - Input Devices | 5) Keyboards | 5.00% | SHI's Full Catalog of Input Devices |
| | | 6) Mice | 5.00% | SHI's Full Catalog of Input Devices |
| | | 7) Imaging Scanners | 4.00% | SHI's Full Catalog of Input Devices |
| | | 8) POS Scanners | 4.00% | SHI's Full Catalog of Input Devices |
| | | 9) Pointing Devices | 4.00% | SHI's Full Catalog of Input Devices |
| | | 10) Bar Code Readers | 4.00% | SHI's Full Catalog of Input Devices |
| | | 11) Audio Input | 4.00% | SHI's Full Catalog of Input Devices |
| | | 12) Input Adapters | 4.00% | SHI's Full Catalog of Input Devices |
| | | 13) PC and Network Cameras | 4.00% | SHI's Full Catalog of Input Devices |
| | | 14) Input Cables | 4.00% | SHI's Full Catalog of Input Devices |
| | | 15) Input Accessories | 4.00% | SHI's Full Catalog of Input Devices |
| 3) | Group 3 - Output Devices | 16) Displays | 4.50% | SHI's Full Catalog of Output Devices |
| | | 17) Printers | 4.50% | SHI's Full Catalog of Output Devices |

| | | | | |
|---|---|---|---|---|
| | | 18) Inkjet Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 19) Inkjet Photo Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 20) Laser Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 21) Label Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 22) Dot Matrix Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 23) Multi-Function Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 24) Wide Format Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 25) Multi-Function Inkjet Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 26) Wide Format Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 27) Fax Machine Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 28) Printer Accessories | 4.50% | SHI's Full Catalog of Output Devices |
| | | 29) Projectors | 4.50% | SHI's Full Catalog of Output Devices |
| | | 30) Projector Accessories | 4.50% | SHI's Full Catalog of Output Devices |
| | | 31) Audio Input | 4.50% | SHI's Full Catalog of Output Devices |
| | | 32) Video Cards | 4.50% | SHI's Full Catalog of Output Devices |
| | | 33) Sound Cards | 4.50% | SHI's Full Catalog of Output Devices |
| | | 34) Output Accessories | 4.50% | SHI's Full Catalog of Output Devices |
| | | 35) Printer Consumables | 4.50% | SHI's Full Catalog of Output Devices |
| 4) | Group 4 - Memory | 36) Desktop | 4.50% | SHI's Full Catalog of Memory |
| | | 37) Flash | 4.50% | SHI's Full Catalog of Memory |

| | | | | |
|---|---|---|---|---|
| | | 38) Networking | 4.50% | SHI's Full Catalog of Memory |
| | | 39) Notebook | 4.50% | SHI's Full Catalog of Memory |
| | | 40) Printer / Fax | 4.50% | SHI's Full Catalog of Memory |
| | | 41) Server | 4.50% | SHI's Full Catalog of Memory |
| 5) | Group 5 - Storage Devices | 42) Adapters Fiber Channel | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 43) Adapters FireWire / USB | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 44) Adapters IDE/ATA/SATA | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 45) Adapters RAID | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 46) Adapters SCSI | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 47) Bridges & Routers | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 48) Disk Arrays | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 49) Disk Arrays JBOD | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 50) Drives Magneto-Optical | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 51) Drives Removable Disks | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 52) Fiber Channel Switches | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 53) Hard Disks - External | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 54) Hard Disks - Fiber Channel | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 55) Hard Disks - IDE/ATA/S | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 56) Hard Disks - Notebook | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 57) Hard Disks - SCSI | 4.00% | SHI's Full Catalog of Storage Devices |

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| | | 58) Networking Accessories | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 59) Optical Drives - CD-ROM | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 60) Optical Drives - CD-RW | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 61) Optical Drives - DVD-CD | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 62) Optical Drives - DVD-RW | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 63) Storage Accessories | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 64) Storage - NAS | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 65) Storage - SAN | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 66) Tape Autoloaders -AIT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 67) Tape Autoloaders - DAT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 68) Tape Autoloaders - DLT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 69) Tape Autoloaders - LTO | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 70) Tape Drives - 4mm | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 71) Tape Drives - 8mm/VXA | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 72) Tape Drives - AIT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 73) Tape Drives - DAT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 74) Tape Drives - DLT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 75) Tape Drives - LTO/Ultrium | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 76) Tape Drives SDLT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 77) Tape Drives - Travan | 4.00% | SHI's Full Catalog of Storage Devices |

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| 6) | Group 6 - Network Equipment | 78) 10/100 Hubs & Switches | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 79) Bridges & Routers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 80) Gigabit Hubs & Switches | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 81) Concentrators & Multiplexers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 82) Hardware Firewalls | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 83) Intrusion Detection | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 84) KVM | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 85) Modems | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 86) Network Test Equipment | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 87) Network Adapters | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 88) Network Cables | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 89) Network Accessories | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 90) Repeaters & Transceivers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 91) Wireless LAN Accessories | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 92) Token Authentication | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 93) 10G Fiber Optic Transceivers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 94) 1G Fiber Optic Transceivers | 5.00% | SHI's Full Catalog of Network Equipment |
| 7) | Group 7 - Software | 95) Licensing Packages (e.g. Microsoft) | 4.50% | SHI's Full Catalog of Software |
| | | 96) Licensing Backup | 4.50% | SHI's Full Catalog of Software |
| | | 97) Licensing Barcode/OC | 4.50% | SHI's Full Catalog of Software |

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| | | 98) Licensing Business Application | 4.50% | SHI's Full Catalog of Software |
| | | 99) Licensing CAD/CAM | 4.50% | SHI's Full Catalog of Software |
| | | 100) Licensing - Cloning | 4.50% | SHI's Full Catalog of Software |
| | | 101) Licensing - Computer Services | 4.50% | SHI's Full Catalog of Software |
| | | 102) Licensing - Database | 4.50% | SHI's Full Catalog of Software |
| | | 103) Licensing - Development | 4.50% | SHI's Full Catalog of Software |
| | | 104) Licensing - Entertainment | 4.50% | SHI's Full Catalog of Software |
| | | 105) Licensing - Financial | 4.50% | SHI's Full Catalog of Software |
| | | 106) Licensing - Flow Chart | 4.50% | SHI's Full Catalog of Software |
| | | 107) Licensing - Graphic Design | 4.50% | SHI's Full Catalog of Software |
| | | 108) Licensing - Handheld | 4.50% | SHI's Full Catalog of Software |
| | | 109) Licensing - Network OS | 4.50% | SHI's Full Catalog of Software |
| | | 110) Licensing - OS | 4.50% | SHI's Full Catalog of Software |
| | | 111) Licensing - Personal Organization | 4.50% | SHI's Full Catalog of Software |
| | | 112) Licensing - Presentation | 4.50% | SHI's Full Catalog of Software |
| | | 113) Licensing - Reference | 4.50% | SHI's Full Catalog of Software |
| | | 114) Licensing - Report Analysis | 4.50% | SHI's Full Catalog of Software |
| | | 115) Licensing - Spreadsheet | 4.50% | SHI's Full Catalog of Software |
| | | 116) Licensing - Utilities | 4.50% | SHI's Full Catalog of Software |
| | | 117) Licensing - Warranties | 4.50% | SHI's Full Catalog of Software |

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| | | 118) Licensing - Web Development | 4.50% | SHI's Full Catalog of Software |
| | | 119) Licensing - Word Processing | 4.50% | SHI's Full Catalog of Software |
| | | 120) Software - Backup | 4.50% | SHI's Full Catalog of Software |
| | | 121) Software - Barcode / OCR | 4.50% | SHI's Full Catalog of Software |
| | | 122) Software - Business Application | 4.50% | SHI's Full Catalog of Software |
| | | 123) Software - CAD/CAM | 4.50% | SHI's Full Catalog of Software |
| | | 124) Software - Cloning | 4.50% | SHI's Full Catalog of Software |
| | | 125) Software - Computer Services | 4.50% | SHI's Full Catalog of Software |
| | | 126) Software - Database | 4.50% | SHI's Full Catalog of Software |
| | | 127) Software - Development | 4.50% | SHI's Full Catalog of Software |
| | | 128) Software - Entertainment | 4.50% | SHI's Full Catalog of Software |
| | | 129) Software - Financial | 4.50% | SHI's Full Catalog of Software |
| | | 130) Software - Flow Chart | 4.50% | SHI's Full Catalog of Software |
| | | 131) Software - Graphic Design | 4.50% | SHI's Full Catalog of Software |
| | | 132) Software - Handheld | 4.50% | SHI's Full Catalog of Software |
| | | 133) Software - OS | 4.50% | SHI's Full Catalog of Software |
| | | 134) Software - Personal Organization | 4.50% | SHI's Full Catalog of Software |
| | | 135) Software - Presentation | 4.50% | SHI's Full Catalog of Software |
| | | 136) Software - Reference | 4.50% | SHI's Full Catalog of Software |
| | | 137) Software - Report Analysis | 4.50% | SHI's Full Catalog of Software |

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| | | 138) Software - Spreadsheet | 4.50% | SHI's Full Catalog of Software |
| | | 139) Software - Utilities | 4.50% | SHI's Full Catalog of Software |
| | | 140) Software - Warranties | 4.50% | SHI's Full Catalog of Software |
| | | 141) Software - Web Development | 4.50% | SHI's Full Catalog of Software |
| | | 142) Software - Word Processing | 4.50% | SHI's Full Catalog of Software |
| 8) | Group 8 - Media Supplies | 143) Media - 4mm tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 144) Media - AIT tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 145) Media - DAT tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 146) Media - DLT tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 147) Media LTO / Ultrium tape drive | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 148) Media - Magneto - Optical | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 149) Media - Optical | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 150) Media - SLR tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 151) Media - Travan tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 152) Media - VXA tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 153) Media - zip | 4.00% | SHI's Full Catalog of Media Supplies |
| 9) | Group 9 - Collaboration & IP Telephony | 154) IP phones | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 155) Video conferencing products | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 156) Voice gateways / servers | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |

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| | | 157) Headsets | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 158) Audio conferencing products | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 159) Analog phones | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 160) Accessories | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| 10) | Group 10 - Other | 161) Advanced Integration | 4.00% | SHI's Full Catalog of Other |
| | | 162) Asset Disposal | 4.00% | SHI's Full Catalog of Other |
| | | 163) Asset Management | 4.00% | SHI's Full Catalog of Other |
| | | 164) Cables | 4.00% | SHI's Full Catalog of Other |
| | | 165) Cables - custom | 4.00% | SHI's Full Catalog of Other |
| | | 166) Cables - printer | 4.00% | SHI's Full Catalog of Other |
| | | 167) Complex warranties | 4.00% | SHI's Full Catalog of Other |
| | | 168) Desktop Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 169) Display Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 170) Electronic Services | 4.00% | SHI's Full Catalog of Other |
| | | 171) Handheld Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 172) Imaging Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 173) Imaging - Camcorders | 4.00% | SHI's Full Catalog of Other |
| | | 174) Imaging - Digital Cameras | 4.00% | SHI's Full Catalog of Other |

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| | | 175) Internal Lab Service | 4.00% | SHI's Full Catalog of Other |
| | | 176) Lab fees | 4.00% | SHI's Full Catalog of Other |
| | | 177) Managed Services | 4.00% | SHI's Full Catalog of Other |
| | | 178) Miscellaneous solutions | 4.00% | SHI's Full Catalog of Other |
| | | 179) Mounting hardware for vehicles | 4.00% | SHI's Full Catalog of Other |
| | | 180) Networking Warranties | 4.00% | SHI's Full Catalog of Other |
| | | 181) Notebook Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 182) Notebook Batteries | 4.00% | SHI's Full Catalog of Other |
| | | 183) PC Lab order services | 4.00% | SHI's Full Catalog of Other |
| | | 184) POS Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 185) POS Displays | 4.00% | SHI's Full Catalog of Other |
| | | 186) Power Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 187) Power Surge Protection | 4.00% | SHI's Full Catalog of Other |
| | | 188) Power UPS | 4.00% | SHI's Full Catalog of Other |
| | | 189) Server Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 190) Service Charge | 4.00% | SHI's Full Catalog of Other |
| | | 191) System Components | 4.00% | SHI's Full Catalog of Other |
| | | 192) Training Courses | 4.00% | SHI's Full Catalog of Other |
| | | 193) Training Reference Manuals | 4.00% | SHI's Full Catalog of Other |
| | | 194) Warranties - Electronic | 4.00% | SHI's Full Catalog of Other |

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| | | 195) iPAD / Tablet Stylus | 4.00% | SHI's Full Catalog of Other |
| | | 196) Mouse / Wrist Pads | 4.00% | SHI's Full Catalog of Other |
| | | 197) Security Locks and Hardware | 4.00% | SHI's Full Catalog of Other |
| | | 198) Tools | 4.00% | SHI's Full Catalog of Other |
| | | 199) Document Scanner Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 200) Flatbed Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 201) Mobile Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 202) Network Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 203) Sheet fed Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 204) Wide Format Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 205) Workgroup / Department Scanner | 4.00% | SHI's Full Catalog of Other |
| | | 206) Build to Order Desktops | 4.00% | SHI's Full Catalog of Other |
| | | 207) Nettop | 4.00% | SHI's Full Catalog of Other |
| | | 208) Point of Sale | 4.00% | SHI's Full Catalog of Other |
| | | 209) Ultra Small Form Factor | 4.00% | SHI's Full Catalog of Other |
| | | 210) Apple / Mac Memory Upgrades | 4.00% | SHI's Full Catalog of Other |
| | | 211) Chips / SIMMs/SIPPs / ROMs | 4.00% | SHI's Full Catalog of Other |
| | | 212) Computer Cases | 4.00% | SHI's Full Catalog of Other |
| | | 213) CPUs / Fans | 4.00% | SHI's Full Catalog of Other |
| | | 214) Memory Accessories | 4.00% | SHI's Full Catalog of Other |

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| | | 215) Motherboards / Chassis | 4.00% | SHI's Full Catalog of Other |
| | | 216) 1 - 2 port Serial Boards | 4.00% | SHI's Full Catalog of Other |
| | | 217) 3+ port Serial Boards | 4.00% | SHI's Full Catalog of Other |
| | | 218) Console Server | 4.00% | SHI's Full Catalog of Other |
| | | 219) Device Server | 4.00% | SHI's Full Catalog of Other |
| | | 220) Terminal Server | 4.00% | SHI's Full Catalog of Other |
| | | 221) Content Management | 4.00% | SHI's Full Catalog of Other |
| | | 222) Firewall / VPN Appliances | 4.00% | SHI's Full Catalog of Other |
| | | 223) Multifunction Security Appliances | 4.00% | SHI's Full Catalog of Other |
| | | 224) Network Camera Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 225) Network Cameras | 4.00% | SHI's Full Catalog of Other |
| | | 226) Physical/Environmental Security | 4.00% | SHI's Full Catalog of Other |
| | | 227) Security Appliance Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 228) Security Tokens | 4.00% | SHI's Full Catalog of Other |
| | | 229) Unified Threat Management | 4.00% | SHI's Full Catalog of Other |
| | | 230) 2-way Radios / Walkie Talkies | 4.00% | SHI's Full Catalog of Other |
| | | 231) Apple Notebooks | 4.00% | SHI's Full Catalog of Other |
| | | 232) Convertible PCs / Slate PCs / iPAD | 4.00% | SHI's Full Catalog of Other |
| | | 233) iPAD | 4.00% | SHI's Full Catalog of Other |
| | | 234) Slate Tablet Computers | 4.00% | SHI's Full Catalog of Other |

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| | | 235) GPS / PDA | 4.00% | SHI's Full Catalog of Other |
| | | 236) Wireless Communication Devices | 4.00% | SHI's Full Catalog of Other |
| | | 237) Batteries | 4.00% | SHI's Full Catalog of Other |
| | | 238) Power Supplies / Adapters | 4.00% | SHI's Full Catalog of Other |
| | | 239) Rackmountain Equipment | 4.00% | SHI's Full Catalog of Other |
| | | 240) Remote Power Management | 4.00% | SHI's Full Catalog of Other |
| | | 241) Surge Suppressors | 4.00% | SHI's Full Catalog of Other |
| | | 242) UPS / Battery Backup | 4.00% | SHI's Full Catalog of Other |
| | | 243) 14" & smaller LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 244) 15-19" LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 245) 15-19" Wide LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 246) 15-19" Wide LED Display | 4.00% | SHI's Full Catalog of Other |
| | | 247) 20-30" LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 248) 20-30" Wide LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 249) 20-30" Wide LED Display | 4.00% | SHI's Full Catalog of Other |
| | | 250) PCoIP and Zero Client Displays | 4.00% | SHI's Full Catalog of Other |
| | | 251) Arm Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 252) Ceiling Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 253) Combo Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 254) Desktop Stands / Risers | 4.00% | SHI's Full Catalog of Other |

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| | | 255) Flat Wall Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 256) Mount Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 257) Pole Display | 4.00% | SHI's Full Catalog of Other |
| | | 258) Stands / Carts / Feet | 4.00% | SHI's Full Catalog of Other |
| | | 259) Tilt Wall Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 260) C-Cure Products | 4.00% | SHI's Full Catalog of Other |
| | | 261) Istar Products | 4.00% | SHI's Full Catalog of Other |
| 11) | Group 11 - Services | **SERVICE** | **STANDARD HOURLY RATE** | **DISCOUNT FROM STANDARD RATE** |
| | | Design and Analysis | $ 125.00 | 4% |
| | | Configuration | $ 165.00 | 4% |
| | | Implementation | $ 185.00 | 4% |
| | | Installation | $ 185.00 | 4% |
| | | Training | $ 99.00 | 4% |
| | | Maintenance & Support | $ 99.00 | 4% |
| | | All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract. | | |

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

# EXHIBIT C
# MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, indirect, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.

    Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

    d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **(RESERVED)**

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

mesa·az
OFFICE OF THE CITY CLERK

# COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

| COUNCIL PRESENT | COUNCIL ABSENT | OFFICERS PRESENT |
|---|---|---|
| John Giles | None | Christopher Brady |
| David Luna | | Dee Ann Mickelsen |
| Mark Freeman | | Jim Smith |
| Christopher Glover | | |
| Francisco Heredia | | |
| Kevin Thompson | | |
| Jeremy Whittaker | | |

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at $88,500, based on estimated usage.

*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at $54,000, based on estimated usage.

*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at $502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at $1,435,319.57 annually; Zone 2, at $959,183.45 annually; Zone 3, at $974,364.20 annually; and Zone 4, at $1,221,738.22 annually; based on estimated usage.

*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed $100,000 annually, based on estimated usage.

*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at $50,876.25.

*5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately $500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at $3,100,000 annually, based on estimated usage.

*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at $100,000, based on estimated usage.

*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at $400,000 annually, based on estimated usage.

*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at $146,670.49. This purchase is funded by Local Streets Sales Tax.

*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at $176,764.77. This purchase is funded by Local Streets Sales Tax.

*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at $100,000, based on estimated usage.

*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed $153,000, based on estimated usage.

*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at $35,000, based on estimated usage.

*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of $120,302,333 and authorize a change order allowance $6,015,117 (5%) for a total project amount of $126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is $72,229,521 and is funded by 2014 authorized Wastewater Bonds.

*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of $1,394,294.67, and authorize a change order allowance in the amount of $139,430 (10%), for a total amount of $1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of $149,494, plus an additional $14,949 (10%) as a change order allowance, for a total amount of $164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of $600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.

*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept $1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.

*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.

*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of $100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.

*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated $54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.

*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres). KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

**Items not on the Consent Agenda**

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ

JOHN GILES, MAYOR

ATTEST:

DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

DEE ANN MICKELSEN, CITY CLERK

js

**25-024**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | | **Adopted:** | August 19, 2024 |
| **Drafter:** | Lisa Padron | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION AUTHORIZING A CONTRACT FOR AIRPORT CONSULTANT - PLANNING, ADMINISTRATIVE, AND PROFESSIONAL SERVICES WITH DUBOIS & KING, INC. OF RANDOLPH, VERMONT FOR A TERM OF FIVE (5) YEARS, IN AN AMOUNT NOT TO EXCEED $500,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-055).**

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

## PURPOSE(S) OF ACTION:
To authorize a contract for an airport consultant.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces International Airport staff require services for airport planning and administrative, technical writing, and professional services. This professional services agreement will be used for various projects herein identified plus other unforeseen projects for the Las Cruces International Airport.

On December 15, 2023, the Purchasing Program issued Request for Proposals (RFP) No. 23-24-055 for airport consultant - planning, administrative, and professional services. Two (2) proposals were evaluated by the Selection Advisory Committee (SAC). The SAC recommends an award to DuBois & King, Inc. of Randolph, Vermont.

Airport staff is requesting authorization to contract with DuBois & King, Inc., for a term of five (5) years in an amount not to exceed $500,000 annually, subject to approved budget appropriations.

## SUPPORT INFORMATION:
Exhibit "A" - 23-24-055_AirportConsultant_PlanningAdministrativeProfessional Services_PSA

## PLAN(S):
Elevate Las Cruces

## COMMITTEE/BOARD REVIEW:
None

## DOES THIS AMEND THE BUDGET?:
☐ Yes

☒ No

## BUDGET / FISCAL IMPACT:

| BUDGETED AMOUNT: | AVAILABLE AMOUNT: | EXPENDITURE AMOUNT: |
|---|---|---|
| $40,000.00 | $12,872.26 | $500,000 |

**Funding Source(s):**
5010-50140002-721070

**Overall Budget Impact:**
The accounts will vary depending on each project. There will be grant applications for some of the projects.

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

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

## OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing a professional service agreement with DuBois & King, Inc. for airport consultant services for a term of five (5) years, in an amount not to exceed $500,000 annually.
2. Vote "No"; this will not approve the Resolution for a professional service agreement with DuBois & King, Inc. for airport consultant services for a term of five (5) years, in an amount not to exceed $500,000 annually.
3. Vote to "Amend"; this could modify the Resolution basked on direction by City Council to staff.
4. Vote to "Table"; this will delay procurement for airport consultant services, which could have a negative impact on airport operations.

**RESOLUTION 25-024**

**A RESOLUTION AUTHORIZING A CONTRACT FOR AIRPORT CONSULTANT - PLANNING, ADMINISTRATIVE, AND PROFESSIONAL SERVICES WITH DUBOIS & KING, INC. OF RANDOLPH, VERMONT FOR A TERM OF FIVE (5) YEARS, IN AN AMOUNT NOT TO EXCEED $500,000 ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-055).**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces International Airport staff require services for airport planning and administrative, technical writing, and professional services for various projects; and

**WHEREAS**, on December 15, 2023, the Purchasing Program issued Request for Proposals (RFP) No. 23-24-055 for airport consultant - planning, administrative, and professional services; and

**WHEREAS,** two (2) proposals were received and evaluated by the Selection Advisory Committee (SAC), and the SAC is recommending an award to Dubois & King, Inc., of Randolph, Vermont; and

**WHEREAS,** airport staff are requesting authorization to contract with DuBois & King, Inc., for a term of five (5) years, in an amount not to exceed $500,000 annually.

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

**(I)**

**THAT** the contract with DuBois & King, Inc. of Randolph, Vermont, for airport consultant - planning, administrative, and professional services in an amount not to exceed $500,000 annually for a term of five (5) years, as outlined in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

Exhibit "A"

23-24-055
Airport Consultant – Planning, Administrative, Professional Services

# CITY OF LAS CRUCES

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of July, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and DuBois & King, Inc., of 28 N. Main St., Randolph, Vermont, 05060, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Airport Consultant for Planning, Administrative, Professional Services on as-needed basis via Task Orders (Attachment A) during the term of this AGREEMENT.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY’S RFP No. 23-24-055, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $500,000.00 annually, as agreed to for each assigned project, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on date of award for a term of five years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR,

consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.
   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Andy Hume |
| With Copies to: | City Attorney<br>Purchasing Manager |
| TO CONTRACTOR: | DuBois & King, Inc.<br>28 N. Main St.<br>Randolph, VT 05060<br>ATTENTION: Guy Rouelle |

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written

agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

24. SEVERABILITY
The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST
CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

DUBOIS & KING, INC.

BY: _____
Charles K. Gooding, P.E.
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

fw BD 7/5/24
_____
City Attorney

23-24-055
Airport Consultant –
Planning,
Administrative,
Professional
Services

# FEDERAL PROVISIONS

# FEDERAL PROVISIONS

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the [*Contractor* | *Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor* | *Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor* | *Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor* | *Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor* | *Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## Civil Rights- Title VI Assurance:

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|---|---|---|
| Title VI Solicitation Notice –<br>• Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(d) of the Airport Sponsors Assurances | 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and<br>2) All Sponsor proposals for negotiated agreements **regardless of funding source.** | **Error! Reference source not found.** |
| Title VI Clauses for Compliance with Nondiscrimination Requirements<br>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(e)(1) of the Airport Sponsor Assurances | Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence).<br>It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause. | **Error! Reference source not found.** |
| Title VI Required Clause for Property Interests Transferred from the United States<br>• Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30e.3 of the Airport Sponsor Assurances | As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.<br>This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. | **Error! Reference source not found.** |

| Contract Clause | The Sponsor must include the contract clause in: | Clause Text is Included in Paragraph |
|---|---|---|
| Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –<br>• Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(e)(4)(a) of the Airport Sponsor Assurances | As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program<br>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A6.4.4. | **Error! R eference source not found.** |
| Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program<br>• Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(e)(4)(b) of the Airport Sponsor Assurances | In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program<br>This applies to agreements such as leases of concession space in a terminal not covered by A6.4.3. | **Error! R eference source not found.** |
| Title VI List of Pertinent Nondiscrimination Acts and Authorities<br>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses<br>• Assurance 30(e)(2) of the Airport Sponsor Assurances | Insert this list in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.<br>**This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.** | **Error! R eference source not found.**<br>**List must be included in all applicable contracts.** |

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
2) All Sponsor proposals for negotiated agreements **regardless of funding source.**

# Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

## Nondiscrimination Requirements/Title VI Clauses for Compliance

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take

action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Title VI List of Pertinent Nondiscrimination acts and Authorities.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

### CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

### CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## Disadvantaged Business Enterprise:

A Sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The approved DBE program will identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

## Distracted Driving:

### TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## Domestic Preferences for Procurement:

### CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

## Federal Fair Labor Standards Act:

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

*Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

## TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a

contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification

of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## Occupational Safety and Health Act of 1970:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

1) The applicant represents that it is ( ✓ ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ✓ ) is not ( ✓ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The City of Las Cruces may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the City, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

City agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

City further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

23-24-055
Airport Consultant –
Planning,
Administrative,
Professional
Services

# EXHIBIT A

# SERVICES

# CITY OF LAS CRUCES




## Airport Planning Services

Airport Consultant - Planning, Administrative, Professional Services

RFP No. 23-24-055

January 18, 2024

Submitted by DuBois & King, Inc.

DuBois & King inc.

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DuBois & King inc.

# CITY OF LAS CRUCES

## RFP COMPLIANCE DECLARATION

**RFP TITLE:** **Airport Consultant – Planning, Administrative, Professional Services**

**RFP NO.:** **23-24-055**

**DUE DATE/TIME:** **January 18, 2024 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
DuBois & King, Inc.
28 N. Main St.
Randolph, VT 05060

Authorized Signature
Guy Rouelle, CM
Typed or Printed Name
Director of Aviation
Title
grouelle@dubois-king.com
Email Address

Telephone number 802.728.3376 Fax number 866.783.7101

NM Tax & Revenue Dept. CRS # N/A

Current NM Secretary of State Business ID # 6486592 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

Federal I.D. number 03-0224555 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes X No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL**
**FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

329226X
January 18, 2024

City of Las Cruces
Andy Hume, Airport Administrator
bidclerk@las-cruces.org

**Subject: Airport Consultant—Planning, Administrative, Professional Services, RFP No. 23-24-055**

Dear Members of the Selection Advisory Committee:

The Las Cruces International Airport (Airport) is a thriving transportation hub poised for explosive growth. With the recent completion of the Airport Master Plan, the City of Las Cruces (City) is now primed to capitalize on investments made through recent improvements, including strategically developing air service; airport rebranding; strengthened stakeholder relationships; developments in aerospace, including UAS and space operations; collaboration with the Las Cruces Innovation and Industrial Park; and locally and federally funded projects.

Located near the US-Mexico border, the City of El Paso, and the I-10 corridor, the Airport is an important resource to the local and regional transportation network. Further developing commercial passenger service and charter operations will directly support the Airport's role as a strong economic driver for the City and the region. Accommodating over 36,000 annual operations, the Airport is the home and workplace for many civilian, local government, and military employees.

DuBois & King (D&K) has supported the City through several recent efforts and is very excited and committed to continue to grow our professional relationship with the City and the Airport by providing services outlined in RFP 23-24-055. We have assisted the Airport with the 2019 Facilities Needs Assessment, the 2020 Air Service Development Plan, the 2020 Airport Security Plan, and the 2021 Airport Lease Rate Analysis with pro forma. We have developed preliminary design plans for the Transitional Terminal with vehicular parking, conducted the 2023 Airport Master Plan, including commercial aviation forecasting to set the stage for continued growth, and provided on-call services regarding hangar development, lease agreements, document reviews, and the Airport Certification Manual.

I will continue to serve as the Principal in Charge, bringing all of the resources needed to complete the projects outlined within the RFP, as well as additional projects that may be included in the Airport's capital improvement program. I will use my 38 years of broad aviation experience to support the Airport in airport design; environmental NEPA and permitting; airport maintenance; maintenance equipment and storage facilities; operations; navigational aid design; installation and operation; terminal enroute procedures; and energy conservation, resiliency and sustainability. I am the Vice President of AOPA ASN, Vice President of aviation business associations, one of the founders of Vermont Flight Academy, and an appointed member of numerous state-sanctioned aviation advisory councils focusing on airport financial and environmental sustainability.

The D&K team includes Senior Airport Planner Patrick Sharrow, AAE, who will serve as the client manager. Mr. Hume and Patrick worked very closely together to bring the master plan to successful completion. Our subconsultant partners are well known to Las Cruces, and include Wilson & Company, a multidisciplinary consulting firm that has supported the City with US 70 updated plans, traffic counts, TIA review, and the East Mesa Recreation Complex, serving the City from their Las Cruces office. Immortal Data, Inc, (IDI) is also one of our teaming partners. Located within the Airport's terminal, IDI is very involved in the air and space marketplace. Geopro and Aviation Planning Group (APG) are among registered DBE/WBEs subconsultant team members. D&K regularly works with DBE and WBE pfirms, and will actively pursue additional subconsultant team members if needed to meet the Airport's federal DBE requirements.

D&K's approach to any project is defined by maintaining proactive, open lines of communication with the Airport regarding schedules, costs, issues, and opportunities for all assignments. Our aviation leadership staff have built long-lasting relationships with staff at the Fort Worth FAA Airport District Office and have significant experience advancing projects using airport improvement funding programs.

Thank you for the opportunity to support the Las Cruces International Airport. If you have any questions, please do not hesitate to contact me at (802) 917-5598 or via email at grouelle@dubois-king.com.

Sincerely,
DuBois & King, Inc.



Guy Rouelle, CM
Principal-in-Charge

TECHNICAL APPROACH

# PROPOSED TECHNICAL APPROACH

Las Cruces is in an exciting stage of development. D&K understands the variety of projects that will be phased over the next five years and the importance of securing multiple forms of funding and continuing to deliver projects on schedule so the strategic development plan stays on track. D&K understands the airport development life cycle and the importance of aggressively pursuing funding opportunities and adhering to federal and state deadlines and project phasing plans on schedule to preserve forward momentum. Our staff of over 150 and our experience pursuing funding and approvals on expedited timelines allows us to develop efficient project teams while retaining additional qualified personnel who are available to assist in achieving aggressive deadlines.

D&K's technical approach to each of the projects requested in RFP 23-24-055 follows.

## 1. FAA and Part 139 Compliance

*a. Review, prepare, and update any Airport plans, manuals, maps, assessments, or other documents required to meet federal, state, and local governing laws.*

Because the Airport is an obligated and certificated Part 139 airport, the City must follow applicable guidelines laid out in associated FAA Advisory Circulars, FAA Orders, and grant assurances. The D&K team is made up of highly experienced airport planners, pilots, former airport managers, and other aviation professionals with successful track records of serving airports across the Southwestern US and in New England. Our team has worked with Las Cruces to review current airport documents, including the ACM, ASP, AEP, Fuel O&M, and Safety Management Systems requirements. D&K acts as a guide for the City to navigate FAA and NMDOT processes and will continue to support the City in the preparation, review, and revision of plans, manuals, assessments, and other documents.

*b. Review, prepare, and update Airport noise studies under 14 CFR Parts 150 and 161.*

D&K will determine if an updated noise analysis is warranted based on the aircraft forecast and other factors. Our team will develop a description of the existing noise conditions using available information. If an updated noise analysis is necessary, we will prepare noise contours for the existing conditions study year using an acceptable version of the Aviation Environmental Design Tool (AEDT). D&K will use AEDT model inputs and settings to reflect the aircraft operational information and will document the noise modeling assumptions in an aircraft noise technical report. The report will include the generation of existing condition contours at DNL 65 and 70. The contours will be overlaid on a land use map that also depicts the location of noise-sensitive sites.

*c. Compatible land-use planning in collaboration with the Las Cruces Innovation and Industrial Park and other adjacent or nearby landowners.*

With the Airport located near Las Cruces Innovation and Industrial Park and other adjacent landowners, it is important that the Airport follow guidelines to comply with Grant Assurance 21, Compatible Land Use. D&K will follow the recommendations outlined in Advisory Circular 150/5190-4B, Airport Land Use Compatibility Planning while developing and instituting the strategic development plan. Our team will assist the Airport with understanding the effects of land use on the safety and utility of airport operations and identify compatible land use development tools, resources, and techniques to protect surrounding communities from adverse effects associated with Airport operations.

To facilitate future development opportunities, support safety and security, and provide compatible land use, the D&K team is prepared to assist the Airport with land acquisitions, avigation easements, and land releases as necessary.

*d. Review, prepare, and update the Airport Capital Improvement Program/Plans.*

The Las Cruces International Airport Capital Improvement Program (CIP) is negotiated annually with the FAA and NMDOT. D&K understands that the 2023–2027 CIP was submitted at the recently held annual CIP meeting with the Airport, FAA, and NMDOT. The 2023 Master Plan Airport Layout Plan set is currently under review and is waiting for FAA approval.

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## 2. Compliance and Sustainability

*a. Review, prepare, and update the Disadvantaged Business Enterprise Program.*

The Department of Transportation's (DOT) Disadvantaged Business Enterprise (DBE) program is implemented by recipients of DOT Federal Financial Assistance. LRU receives federal funds that are subject to Title 49 Code of Federal Regulations part 26 (49 CFR 26). D&K will assist the Airport with the monitoring and development of its DBE plan. Meeting DBE goals is required by the FAA and NMDOT as part of grant acceptance and providing the necessary documentation is essential to remaining compliant with the funding agencies. We will provide the required DBE paperwork as part of our closeout packages for each project.

D&K currently works with numerous airports throughout the United States and frequently monitors and develops DBE plans as part of planning and engineering projects. Most recently, D&K updated the DBE Plans at Machias Valley Airport (2023), Plymouth Municipal Airport (2022), and Lebanon Municipal Airport (2022).

*b. Review, prepare, and update National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention Program (SWPPP) documentation.*

D&K will prepare a SWPPP for the Airport in support of a United States Environmental Protection Agency (EPA) NPDES Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activities (MSGP). Section 402 of the Clean Water Act (CWA) provides that stormwater discharges associated with industrial activity from a point source to waters of the United States are unlawful, unless authorized by a National Pollutant Discharge Elimination System (NPDES) permit. EPA is the NPDES permitting authority for the State of New Mexico. Stormwater discharges associated with industrial activity are defined in 40 CFR Section 122.26(b)(14)(i) through (ix) and (xi) and include "conveying stormwater that is directly related to manufacturing, processing or raw materials storage at an industrial plant." The MSGP requires that a SWPPP be prepared for the facility prior to the filing of the NOI. The SWPPP must include:

- Stormwater pollution prevention team;
- Site description;
- Summary of potential pollutant sources;
- Description of pollution/runoff control measures;
- Listing of schedules and procedures;
- Documentation to support eligibility considerations under other federal laws; and
- Signature of the facility owner or designated official.

D&K will develop the SWPPP in accordance with good, professional engineering practices and identify potential sources of pollution that may be reasonably expected to affect the quality of stormwater discharges. The SWPPP establishes the practices that are undertaken to reduce the potential for pollutants to be discharged with stormwater to surface waters of the state and those appropriate to comply with the permit. The SWPPP covers only those portions of the Airport that are involved in aircraft, vehicle, and equipment maintenance; aircraft, vehicle, and equipment cleaning operations; and deicing operations, if applicable.

D&K recently developed a SWPPP at Parlin Field and the Lebanon Municipal Airport and updated the SWPPP associated with a fuel farm at the Machias Valley Airport.

*c. Review, prepare, and update Environmental Assessments, Environmental Impact Statements, and other related studies.*

D&K will work closely with the City to develop this scope of work with the FAA Fort Worth Regional Environmental Manager. Once the scope is fully developed, D&K will set and hold a scoping meeting with the City, the FAA, and NMDOT. Following an independent fee estimate review, D&K will hold a kickoff meeting and begin the environmental review. We expect the environmental project will include multiple public meetings led by D&K. It is assumed that these efforts will include either an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA) and will be based on the current Council on Environmental Quality (CEQ) NEPA regulations and FAA implementing regulations under Order 1050.1F and in accordance with FAA Order 5050.4, NEPA Implementing Instructions for Airport Actions. D&K will work through the EA/EIS process with the goal of public notification and the issuance of a Finding of No Significant Impact (FONSI) by the FAA. If significant impacts are unavoidable or cannot be mitigated below

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the thresholds, then an EIS will be necessary. D&K is currently developing an EA/EIS with a joint NEPA/MEPA on a six-month time frame for the Plymouth Municipal Airport. We recently completed full EAs for Lebanon Municipal Airport and Machias Valley Airport.

*d. Plan for expansion of environmental sustainability of Airport facilities and operations. Identify and pursue relevant funding sources to implement innovative projects and programs.*

D&K enhances our airport planning, design, and construction administration project performance by incorporating state-of-the-art technology and proactively incorporating sustainable design into all of our projects. At the South Albany Airport, D&K secured funding for renewable energy and environmental sustainability through development of a solar array and stormwater collection system. D&K has led solar array projects at multiple airports, including Stephen A. Bean Airport, Norwood Memorial Airport, Rutland-Southern Vermont Regional Airport, and we are currently completing a full evaluation of the installation of a solar array at Machias Valley Airport.

D&K has experience evaluating the feasibility of siting solar farms at various locations. We have provided layout drawings to provide solar developers with planning-level siting studies. Our team has designed grid-tied solar arrays that comply with the FAA glare analysis requirements for on-airport solar installations aimed at reducing airport operating expenses.

### 3. Air Service, Cooperative Funding, and Business Alliances

*a. Investigate new scheduled air service opportunities and support negotiations for air service contracts with targeted airlines; b. Provide data-based strategic scheduling, capacity, and capital and operational improvement recommendations; AND c. Investigate and assist in acquiring cooperative funding for the air service and support the development of a plan to secure long-term, fiscally sustainable growth of the air service.*

The D&K team has been involved with air service development initiatives at the Airport over the past few years. We are excited to be part of the team that brought direct flights from LRU to ABQ in January of 2023 and look forward to continuing efforts as outlined in the forecasting chapter in the 2023 Airport Master Plan.

The D&K team uses a broad range of sources to combine and analyze current and historic data, monitor and manage results, and create strategic development plans in concert with the marketplace and stakeholder priorities. Specific data sources include DIIO, DOT-submitted data, airline-direct data, economic and census surveys, partner studies, and more.

Our team has a deep history in route, industry, airline, market, and demand analysis, using both local and national metrics to generate effective strategic planning, as well as clear communication with our partners for effective decision making. Our team's breadth of experience spanning from daily load reports to long-term development planning, airline incentives and funding organizations, airport technical development, national and international marketing and more, will provide successful planning and operations from top to bottom.

Our partnership with subconsultant Airplanners has a successful track record of establishing new routes, increasing existing flights, reestablishing service, managing and optimizing service, and providing strategic planning. Airplanners' major work sectors include performance management and evaluation, strategic planning, route development, route support, program support, flight support, and assessment of financial incentives and flight performance.

*d. Support the work of the Las Cruces Air Alliance.*

Principal-in-Charge Guy Rouelle, CM, was part of the original formation of the Air Alliance and will continue to assist in the growth of this Alliance.

*e. Present periodic updates related to air service trends and opportunities.*

The D&K team will continue to research, plan, and make recommendations for implementing aviation/aerospace, commercial and new space, and UAS best practices. Our team will review and describe the current conditions at the Airport and how aerospace and commercial space transportation will affect Airport operations, draw up draft protocols for incorporating their conditions into Airport operations, and provide recommendations to implement a plan for Airport input into evolving standards and practices as a stakeholder in the industry. D&K is aware that standards and practices for commercial passenger service, aerospace, and commercial space transportation are different from

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other sectors of aviation and are still evolving. Currently, they are based on a mix of FAA regulations, policies, and guidance; military and NASA ground and flight safety rules; and commercial practices and are influenced by insurance requirements and customer expectations.

The FAA is encouraging innovation through the Unmanned Aircraft Systems (UAS) Integration Pilot Program (IPP) by working with industry, state, local, and tribal governments to realize the benefits of drones while informing future rules and regulations. Participants in these programs are among the first to prove their concepts, including package delivery by drone through Part 135 air carrier certification. Part 135 certification is the only path for small drones to carry the property of another for compensation beyond visual line of sight. Whether Part 135 or 107, D&K team members are experts in UAS best practices, and our drone pilots will assist the Airport Administrator in developing best practices to maintain safe operations while exploring opportunities for the Airport and the West Mesa Industrial Park.

### 4. Business Development and Marketing

*a. Support the development of Airport financial planning and benefit cost analysis to achieve long-term, financial self-sufficiency.*

The D&K team will generate a cost-benefit analysis that will examine expense data to include the cost of implementing revenue enhancement strategies. This data will be used to develop the Capital Improvement Plan and in airport financial planning. It is our experience that a strong financial development program will provide long-term financial sustainability.

Alongside the City's strategic business plan, D&K could develop an Airport-specific strategic business plan. An Airport Business Plan is a dynamic vehicle to identify public-private investment opportunities, improve Airport financial performance, and provide City leadership with a better understanding of the value the Airport can have for the City. The D&K team has worked with airports to develop an Airport Business Plans that describe options for revenue enhancement, including evaluations and projections for additional corporate aviation, helicopter transport companies, cargo operations, fractional jet ownership, Part 121 scheduled air service, hangar development, increased or new flight training programs, new/improved terminal services and amenities, new/specialty FBOs or MROs, airport property development, changes in rates and charges, new airport branding strategies, and efficient use of federal and state grants. Our in-depth analysis includes non-aviation property development and its potential revenue.

*b. Assist in developing a marketing plan with a broad range of goals, strategies, and materials; and c. Recommend, review, and evaluate marketing materials and programs.*

D&K's approach to marketing will consider methods to increase activity, economic development, and financial performance at the Airport. Branding and video development are vital to the future of the Airport. Industry experts predict that pandemic-related business practices, such as virtual meetings, may not change in the future. Post-pandemic, businesses may look online for virtual tours and other information/experiences when searching for expansion locations instead of visiting in person. The Airport's marketing plans should consider this and develop branding and video/digital assets to enable the Airport to take advantage of this opportunity. Other steps could include developing strategies for revenue enhancement recommendations and Airport property development.

*d. Airport hangar development schedules and cost estimates.*

Prior to the completion of the Master Plan, D&K worked closely with the Airport Administrator in the spatial alignment and development of the East Side Hangar Development Plan. The Master Plan developed by D&K further defined additional hangar development areas in the Terminal Area and the West Side Hangar Development Area.

**Schedules.** It is our understanding that hangars are currently in the design phase for the East Side Hangar Development and, over the next year, numerous additional Aircraft Design Group I and II hangars will be constructed. The West Side Hangar Development will be driven by the Phase I development of a taxilane that will provide access to the development area. Given the volume of projects in the CIP and the priority of these projects, this taxilane may need to be constructed through private development.

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**Cost Estimates.** In order to properly estimate the cost of the West End Development taxilane, D&K will develop a full scope of work, to include the total linear footage of the taxilane. Taxilane construction costs can be accurately estimated using most current construction cost estimating methods.

### 5. Reporting, Performance Monitoring, and Competitive Analysis

*a. Accurately collect, report, and analyze Airport data.*
D&K will collect, analyze, and report Airport data and monitor performance as discussed in 3a–c of this proposal.

*b. Utilizing technology such as Geographic Information System (GIS) for data collection, entry, and analysis and other electronic graphical/mapping efforts.*
A vertically guided AGIS aerial survey was conducted in 2022 as part of the Master Planning effort. This survey was conducted to Advisory Circular 150/5300-18B - General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) standards and has been successfully uploaded to the FAA's GIS database.

*c. Provide weekly/monthly/seasonal airline analyses that may include but not limited to load factors, revenue/yield management, retail tickets, financial analysis, and origination and destination statistics.*
Subconsultant team member Airplanners will assist in airline analyses. Airplanners' breadth of experience spans from daily load reports to long-term development planning, airline incentives and funding organizations, airport technical development, national and international marketing, and more.

### 6. Administration and Other Services

Project management is a vitally important part of every project and goes well beyond keeping a project on schedule. We consider the job of a client manager to include team leadership, quality assurance, financial management, schedule adherence, client communication, and subconsultant coordination. Within each of these tasks, D&K requires attention to detail on professionally prepared documents and frequent quality assurance on deliverables, such as design, reports, plans, specifications, scopes, and fees, and invoices. We utilize versatile file management systems, standard document templates, and detailed data collection methods to facilitate high-quality products and services.

To further enhance our ability to efficiently communicate with the Airport, our team will be available to conduct project meetings as needed and utilize video conferencing as we discuss planning and design deliverables. We will make the planning and design review submittal and comment process seamless, so your review can focus on the Airport's needs and project goals.

*a. Support the development of a community/committee communication system.*
Public Engagement is key to any planning process. D&K is thoroughly familiar with the Las Cruces flying community and has developed relationships with various committees throughout the Master Planning process. The development of a public engagement plan that seeks input not just from the aviation users, but the community at large, will be a part of planning efforts to encourage cohesiveness in the plan for the Airport with the overall City and surrounding areas.

*b. Assist in the preparation of grant applications, including the required supporting documentation.*
The FAA review and approval of Airport grant applications is a critical part of a system review process that begins in the initial planning stages of a project and ends with a grant award. Successfully navigating the grant process requires careful attention to project details and FAA-established timelines and procedures. D&K will put our extensive, successful experience with the FAA grant process to work for the Airport. Our team will work closely with the Airport Administrator for each grant application. D&K grant administrators will utilize the ARP SOP 6.00 AIP Grant Application Checklist and meticulously review the project to maximize the potential for FAA acceptance of the application. D&K grant administrators bring significant experience with a full array of aviation services. They have written successful grant applications for a wide variety of airport planning, design, environmental, and construction projects.

D&K will assist the Airport by submitting project readiness forms and the Verification of Intent to

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spend entitlement funds; tracking grant applications, submissions, and payment reimbursements through the Delphi system; and completing project reports and closeouts. During construction, our grant administrators will work to minimize the City's grant administration burden by verifying compliance with the Davis-Bacon Act and providing other support services.

*c. On-call planning, information services, public input meetings and presentations.*

D&K works diligently with our clients to inform and address the concerns of their aviation clients, neighbors, and stakeholders in and around their airports. D&K has provided the skills that can serve the Airport and facilitate effective public outreach and project communications. To support the development of projects at the Airport, D&K subconsultant partner Wilson and Company is located in Las Cruces and will support the D&K team's ability to provide prompt service.

*d. On-call planning and administrative, technical writing, and professional services for unforeseen projects deemed necessary by the City during the contract period.*

D&K and our subconsultant partners are poised to address unforeseen projects that arise during the contract period. For more than 35 years, D&K's aviation division has provided consultant services to municipal and state-owned airports. The firm's aviation capabilities include planning, funding assistance, public engagement/ presentations, permitting, design, and construction administration services. Our team is committed to supporting the Airport and the City to implement their vision for what the Airport can be. D&K team members have developed a thorough knowledge of FAA regulations critical to successfully funding and implementing airport projects. D&K supports airport improvement projects with a broad range of in-house technical resources, and we have partnered with several firms and individuals to augment the broad array of services. These firms include Wilson & Company (Las Cruces office), Aviation Planning Group, Geopro, Immortal Data (Las Cruces office), Airplanners, HMMH, and R.A. Wiedemann and Associates.

## FUNDING EXPERIENCE

### Grant Administration, Funding Assistance, and CIP Development

D&K supports project formulation, CIP development, and grant assistance and administration. The D&K team includes airport grant administrators who have extensive experience with state and FAA grant requirements and are heavily involved in the firm's full array of aviation services, including airport planning, design, environmental, and construction projects. D&K has worked closely with the City of Las Cruces Contracts Administration and Airport Administrative Assistant Lisa Flores on customary administrative functions, including contract execution, work orders, pay requisitions, and invoicing. These functions are critical to maintaining a flow of information and timely payment of subcontractors.

### State and Federal Funding, Administration, and Regulation

D&K is engaged with NMDOT Aviation, assisting and advocating for our clients' projects to receive state funds. Our contacts with local and state legislators, representatives, and congressional delegates enable us to leverage discretionary funding for the Airport's projects.

Our in-house grant administrator has mastered financial procedures related to grant administration as she manages grants for our clients. Aviation Division Director Guy Rouelle, CM, has direct contact with the FAA in Washington, DC, and has personal relationships with most Aviation District Office (ADO) managers, senior engineers, senior planners, and environmental managers assigned to the regional offices. Client Manager Patrick Sharrow, AAE, has contacts in NMDOT and the Fort Worth ADO. This enables D&K to streamline communications, secure funding, and complete projects on time and budget.

### Experience with Alternative Funding Sources

D&K is experienced at working with a variety of funding sources to advance projects for our airport clients. This includes traditional FAA-AIP funding options and other non-traditional options, such as FAA-Omnibus and BIL funding, FEMA funding, Congressional Directed Spending, and state and local funding sources.

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**Federal Aviation Administration.** The D&K team has worked with the staff at the FAA for decades. These strong professional relationships help D&K maintain the necessary critical communication so that our clients' interests are clearly understood by the staff at the FAA.

**FAA-Omnibus Funding.** D&K has experience securing FAA-Omnibus funding for airport projects. In 2017, D&K assisted the Stephen A. Bean Municipal Airfield in Rangeley, Maine, to secure a $12.5M Omnibus grant to support an 1,100-foot runway extension at the airport. The runway was used by LifeFlight of Maine, a nonprofit medical transport company, to provide its services. However, the FAA found the Airport to be out of compliance for its design aircraft. D&K provided planning and engineering services to successfully apply for the grant to fund 100% of the project.

**Congressional Directed Spending (CDS).** D&K has assisted clients in securing CDS funding for airport projects. Recently, D&K worked closely with the office of Maine Senator Susan Collins to secure a $1.2M grant on behalf of the Town of Machias for an Environmental Impact Study and Property Acquisition project in order to lay plans for a brand new crosswind runway. The new runway will allow the airport to serve LifeFlight and provide necessary emergency service to the region.

**FEMA.** D&K has a 25-year history of working with FEMA on a variety of projects, including flood and natural disaster recovery. After Tropical Storm Irene devastated parts of New England, D&K staff served as Vermont Agency of Transportation (VTrans) representatives for sites in 23 communities, determining repair quantities/cost, and evaluating repairs, including identifying codes and standards to be followed and hazard mitigation designs for affected facilities.

**American Recovery And Reinvestment Act (ARRA).** D&K supported VTrans to complete the design and bid phase of a $6M project to take advantage of ARRA funding for improvements at the E. F. Knapp State Airport. D&K developed a consultant-led bid process using FAA documents.

**State DOT Funding.** D&K has written and received multiple grants from NMDOT on behalf of Las Cruces International Airport. D&K also assisted the South Albany Airport in New York to secure funding




D&K team members have secured over $87,000,000 in airport capital funding for our clients in the last eight years.

for a Snow Removal Equipment (SRE) building. Part of the funding mechanism for this project included incorporating renewable energy and environmental sustainability into the project. To qualify the project for funding, D&K provided services to develop a solar array and stormwater collection system at the airport. NYSDOT approved the grant to fund this project in December 2021.

## QUALIFICATIONS/COMPETENCE

D&K has assembled a team of highly qualified professionals experienced at leading airport projects similar to the projects requested by the City. Our aviation team integrates engineering, planning, and airport maintenance and operations into all aspects of project development. D&K team members understand the connection between FAA-funded infrastructure projects and the City's responsibility for sustainable fiscal management, operation, and maintenance of the Airport. The qualifications of key personnel who will be assigned to provide the services described in the RFP follow the organizational chart and include percentage of time assigned to the project. Available support staff are also listed. Work by D&K staff will be conducted from the firm's offices in Randolph and South Burlington, VT. Work by subconsultant team members will be conducted at each firm's home office. Addresses are provided per the RFP requirements. As agreed upon for each scope of work, D&K team members will provide services at the Airport. Resumes are included in the appendices.

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AIRPORT PLANNING SERVICES

# CITY OF LAS CRUCES

**GUY ROUELLE, CM**
Principal-in-Charge

**MARK GOODRICH, PE**
QA/QC, Senior Airport Engineer

**PATRICK SHARROW, AAE**
**CLIENT MANAGER**

## PLANNING

**JEN RICCIARDI**
Senior Airport Planner

**BRIAN PINSONAULT**
Airport Planner

**IMMORTAL DATA, INC.**
Master Planning, Business & Marketing

**RANDALL WIEDEMANN**
Business & Economic Consulting

**AIRPLANNERS**
Sustainability Plan/Master Plan Forecasting

**LEAH WHITFIELD, CM, ACE (APG)**
Senior Planner

**JUSTIN HEID, AAE (APG)**
Senior Aviation Planner

## ARCHITECTURE

**WILSON & COMPANY**
Architect

## ENGINEERING

**MARK GOODRICH, PE**
Senior Airport Engineer

**JEFF ADLER, PE**
Senior Airport Engineer

**DAVE CONGER, PE**
Senior Airport Engineer

**ALAN GOULD, PE**
Senior Electrical Engineer

**STEVE DUMAS, PE, CXA, BCXP, LEED AP**
Senior Mechanical Engineer

**WIL HORTON, PE**
Senior Electrical Engineer

**GARRETT ORGANEK, PE**
Project Engineer

**ANDREW LEWIS**
Civil Engineering Technician

**WILSON & COMPANY**
Airport Engineering

## ADMINISTRATIVE

**JULIE DICKER**
FAA Grant Administrator

## ENVIRONMENTAL

**BRENDA BHATTI, QAWB (IN TRAINING)**
Environmental Planner/ Wildlife Biologist

**MICHAEL HILDENBRAND, PE**
Senior Environmental Engineer

**HMMH**
Noise and Air Quality Studies

## SURVEY

**BEN ARAGON, PS (WILSON)**
Professional Surveyor

**CHAD SNOKE (GEOPRO)**
Aerial GIS Survey

## CONSTRUCTION

**OWEN SILBAUGH, PE, PMP (APG)**
Construction Phase Services

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## D&K KEY STAFF

| TEAM MEMBER | EXPERIENCE | PERCENT ASSIGNED |
|---|---|---|
| **GUY ROUELLE, CM**<br>Principal-in-Charge<br>*Responsible for administration of contract*<br>28 N. Main St.<br>Randolph, VT 05060<br>(802) 917-5598 | Guy has 38 years of experience in the planning, design, management, and budgetary responsibility for airports and airport capital improvement programs. He previously served as the Vermont Aviation Administrator overseeing Vermont's state-owned airports. Guy's experience encompasses all aspects of aviation to include air traffic control; airport operations; flight operations; airport design; navigational aid design, installation, and operation; Terminal Enroute Procedures; energy conservation; and federal, state, and local environmental permitting. He is the Principal-in-Charge for planning services as Las Cruces International Airport. | **75%** |
| **PATRICK SHARROW, AAE**<br>Client Manager<br>*In direct charge of planning work*<br>6 Green Tree Dr.<br>South Burlington, VT 05403 | Patrick is a Senior Airport Planner with over 18 years of experience in the planning, management, and operation of both general aviation and Part 139 commercial service airports. Patrick's experience encompasses all aspects of airport leadership, including airport capital improvement program development, grant administration, master planning, construction of land and airside infrastructure, and customer service management for major airline operations. He is currently a serving as as Senior Airport Planner for the Las Cruces International Airport Master Plan, commercial aviation forecast, and AGIS aeronautical survey. | **70%** |
| **MARK GOODRICH, PE**<br>QA/QC & Senior Airport Engineer | Mark has 26 years of professional airport engineering experience, including runway, taxiway, and apron reconstruction; land acquisition; obstruction removal; edge lighting design; pavement geometry; drainage calculations and stormwater drainage system design; site grading; utility modifications; pavement markings; bituminous concrete pavement design; construction phasing; erosion control measures; quantity take-offs and construction estimates; construction administration and supervision; and coordination with subconsultants. Mark is familiar with all phases of design and construction documentation and specifications to meet FAA standards and is proficient in AutoCAD and HydroCAD. Mark is the Project Manager for Engineering Services for the Las Cruces International Airport Plan. | **40%** |
| **JEN RICCIARDI**<br>Senior Airport Planner | Jen has 23 years of experience in the aviation industry. She has extensive airport management, operations, and maintenance experience enabling her to view projects from the airport's perspective. As a regular airport user, flight instructor, former Cape Air and charter pilot, Jen will bring her experience with airports to the LDA. While managing six of Vermont's state airports, Jen provided oversight for projects ranging from and the development of airport master plans, runway and taxiway construction, to obstruction removal, avigation easements, ALP narratives, and vegetation management plans. Her experience includes lease execution, contract agreements, fuel farm installations, and airport system plans. She is a Senior Airport Planner for the Las Cruces International Airport Master Plan. | **50%** |
| **BRIAN PINSONAULT**<br>Airport Planner | Brian has over 10 years of experience in aviation planning and previously served as an airport manager for Middlebury State Airport. He has vast knowledge of FAA regulations and airport operations and is familiar with NFPA 407 standards and UAS. Brian's experience includes updating Airport Certification Manuals (ACM); training employees, tenants, and first responders to meet ACM standards; performing FAA Part 139 inspections; overseeing fuel farm and mobile fueling vehicle procurement, maintenance, and inspections; and managing facility improvements. He has served as an Aviation Planner for Las Cruces Airport Master Plan updates. | **40%** |
| **JULIE DICKER**<br>FAA Grants Administrator | Julie is a Senior Administrative Assistant with over 20 years of experience providing office support, accounting duties, and project support to management and staff. Julie has supported the development of contract documents, grant applications, FAA and MaineDOT monthly construction reports, preparation of addenda, and construction phase support and management of bid process. Julie has experience supporting D&K services as Airport Engineer for the Towns of Machias, Rangeley, and Greenville, ME. | **50%** |

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| TEAM MEMBER | EXPERIENCE | PERCENT ASSIGNED |
|---|---|---|
| **BRENDA BHATTI, QAWB (IN TRAINING)**<br>Environmental Planner & Wildlife Biologist | Brenda has over 20 years of natural resources, environmental planning, and regulatory permitting and consulting experience on over 800 projects throughout the United States. With over 30 years of experience in wildlife studies and habitat management, she has completed the requisite training for Qualified Airport Wildlife Biologists (QAWB) under FAA AC 150/5200-36B. Brenda has significant experience in environmental and land use project planning and management, ecological and wildlife studies, land protection, state and federal agency coordination and negotiations, and regulatory and permitting strategy. | **25%** |

## D&K SUPPORT STAFF

| TEAM MEMBER | EXPERIENCE |
|---|---|
| **ANDREW LEWIS**<br>Civil Engineering Technician | Andrew is a recent graduate from Eastern Maine Community College, where he earned an associate's degree in civil engineering technology. He has experience completing survey and providing other field services. Andrew's experience includes construction inspection, AutoCAD Civil3D drafting, and technical report writing. He has supported drafting for a terminal expansion at Greenville Municipal Airport and provided editing for pavement condition reports for airports across Maine. |
| **JEFF ADLER, PE**<br>Senior Airport Engineer | Jeff has 41 years of experience in civil and airport engineering. He has served as Project Manager and Senior Engineer on airport projects, including runway extensions and reconstructions, taxiway design and construction, runway/taxiway lighting systems, approach lighting systems, apron expansions, land acquisitions, obstruction removal, fuel farm upgrades, access roadway relocations, and environmental documentation and permitting. Jeff is thoroughly familiar with current FAA grant application and submission requirements and is serving as a Quality Assurance Reviewer and Senior Airport Engineer for Airport Planning Services at Las Cruces. |
| **DAVE CONGER, PE**<br>Senior Airport Engineer | Dave has 30 years of experience in transportation and civil engineering for municipal, state, and federal clients. David has served as Project Manager for significant reconstruction projects at international airports throughout the Northeast. David is thoroughly familiar with the planning, design, permitting, and management of apron, taxiway, runway, intersection, access, hangar, maintenance facilities, and terminal projects. He is experienced in airport lighting and signage design, construction safety, and security and perimeter access systems. |
| **ALAN GOULD, PE***<br>Senior Electrical Engineer | Alan has more than 30 years of electrical engineering experience performing and supervising the design of electrical systems for a variety of applications, including commercial, industrial, and institutional clients. His experience includes commercial electrical design and installation, utility infrastructure design and installation, residential, healthcare, institutional, and industrial electrical installations. Alan has led MEP services for airports and terminal renovations and design. |
| **STEVE DUMAS, PE, CXA, BCXP, LEED AP***<br>Senior Mechanical Engineer | Steve is a mechanical engineer with 41 years of experience in project management, design, and construction administration services for projects ranging from conceptual design studies and facility evaluations, to complex multidisciplinary design packages for multimillion-dollar projects. Steve provides commissioning services to a wide variety of clients and facilities primarily focusing on HVAC and specialty ventilation systems. |
| **WIL HORTON, PE**<br>Senior Electrical Engineer | Wil is a senior electrical engineer with 36 years of engineering experience. His responsibilities include the review and design of electrical engineering documents for commercial, institutional, water treatment, and wastewater treatment facilities. His aviation experience includes electrical design for runway and taxiway extensions, fuel farms, parking garages, and ramps. |
| **GARRETT ORGANEK, PE**<br>Project Engineer | Garrett has 11 years of experience with residential and commercial site design, including utility, grading and drainage, septic, and subdivision design work, as well as feasibility studies, cost estimating, preparation of specifications and construction inspection. He has also conducted 3-dimensional modeling, visual simulation, and rendering work for a variety of projects. |
| **MICHAEL HILDENBRAND, PE**<br>Senior Environmental Engineer | Michael has 20 years of experience in design, permitting, construction, and post-monitoring of development projects. He has served as an environmental engineer for runway and taxiway extensions and runway safety areas, providing stormwater permitting support and design of stormwater collection and treatment swales. |

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## SUBCONSULTANTS

D&K has relationships with a number of subconsultant partners who assist in providing airport services. These partners provide services for aeronautical forecasting, noise studies, business and market planning, environmental studies and permitting, surveying, air service development, construction materials testing, and geotechnical services. D&K will request consent from the Airport Administrator prior to using subconsultants. Our anticipated subconsultant partners and their roles in Airport projects follow.

| SUBCONSULTANT | AREAS OF SERVICE |
|---|---|
| **WILSON & COMPANY**<br>Master Plan, Survey, Architecture, & Design<br>414 N. Main St. A<br>Las Cruces, NM 88001 | After 90 years of business, Wilson & Company, Inc., Engineers & Architects, has brought more than 600 people together in 15 offices to build higher relationships through discipline, intensity, collaboration, shared ownership, and solutions with our clients, partners, and communities. Professionals include civil, mechanical, electrical, and structural engineering; architecture; planning; biology; surveying; mapping; GIS specializations; drone piloting; financial analyses; program and constructionmanagement; inspecting, and a growing number of multi-disciplinary specialties. Wilson & Company creates value for federal and municipal governments, public transportation agencies, railroad companies, industrial and commercial corporations, and private developers. |
| **AVIATION PLANNING GROUP**<br>Airport Engineering & Planning<br>Remote, Various Locations | Aviation Planning Group, LLC (APG) is a majority woman-owned collaborative aviation firm focused on general aviation (GA) and small commercial service airports. Founded in January of 2020 by Justin Heid and Leah Whitfield, APG has worked on more than a dozen aviation planning studies for a variety of private aviation companies and airports. APG staffs planners and engineers across the country, including those with Maine experience. APG staff have experience as airport managers, airport staff, active pilots, and state aeronautics staff with decades of planning experience across the US. Their staff have experience in aeronautical and non-aeronautical development, bringing businesses and air service to airports across the country. |
| **GEOPRO**<br>Aerial GIS Survey<br>1441 E. Stroop Rd.<br>Dayton, OH 45429 | Since 2007, Geopro Consultants, LLC, has been providing aviation geospatial services, including surveying, aerial mapping, and geographic information systems (GIS). Geopro's team has successfully completed several multidisciplinary projects at airports across the globe. In the last five years, Geopro has visited sixteen countries and completed more than 100 aeronautical surveying and mapping projects. |
| **IMMORTAL DATA, INC.**<br>Airport Master Planning, Business & Marketing Planning<br>8990 Zia Blvd., Suite D<br>Las Cruces, NM 88007 | Immortal Data, Inc. (IDI) provides goods and services to the commercial space industry. Company personnel includes seasoned lifetime veterans of space launch and commercial space enterprises with a wide range of experiences and familiarity with spaceport practices at spaceport facilities in the USA and abroad. One payload built to test IDI's space technology will be flown in an upcoming NASA launch by Up Aerospace at Spaceport America this coming November, in conjunction with New Mexico Tech. |
| **AIRPLANNERS**<br>Sustainability Plan Development & Master Plan Forecasting<br>108 Castle View Dr.<br>Basalt, CO 81621 | AirPlanners develops air service into airports in the United States and Canada. The firm specializes in the strategic development, strategy, and implementation of commercial air programs. |
| **HMMH**<br>Noise & Air Quality Studies<br>700 District Ave., Suite 800<br>Burlington, MA 01803 | HMMH is an international leader in environmental and transportation planning, including noise and vibration control, air quality analysis, airport and airspace planning, and sustainable energy consulting. |
| **R.A. WIEDEMANN & ASSOC.**<br>Business & Economic Consulting<br>Remote, Various | RAWA is a leading, high-quality, specialized firm devoted to airport business planning, economic impact analyses, airport master planning, and airport branding and marketing. |

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## PERFORMANCE OF THE FIRM

Founded in 1962, DuBois & King is an employee-owned, C-corporation providing engineering, environmental, planning, survey, and other professional multidisciplinary services to local, state, and federal clients throughout the U.S.

D&K's Aviation Division has been serving general aviation and Part 139 airports in the United States for 35 years. In addition to airport planning and engineering services, D&K's in-house services include transportation and municipal planning; survey, including sUAS/drone; environmental; grant writing and administration; property management; airport/FBO management; airport maintenance; and construction phase services for aviation projects. D&K is familiar with the requirements and guidelines contained in the latest editions of FAA Advisory Circulars and has a strong working relationship with state aviation offices and the FAA Regional ADO.

**Airport Planning.** D&K's aviation planners have completed numerous airport master plans, master plan updates, and community planning studies for clients across the Northeast, Florida, New Mexico, and California. Planning for the long-term sustainable future of an airport and its surroundings is a complex process that requires client, local, county, state, and federal engagement to produce an environmentally balanced and financially viable development program for the Airport. Our aim is to assist with the growth of the Airport's air transportation system while considering the needs of its neighbors. D&K provides leadership in the areas of regional economic development; airport business development; revenue generation; airport operations, maintenance, and property management; and prioritizing AIP and non-AIP projects.

**Environmental Documentation and Permitting.** D&K's aviation planners, environmental documentation specialists, wetlands scientists, field naturalists, surveyors, and GIS specialists are highly experienced at providing services for environmental documentation and permitting for airport projects. Over the last 10 years, D&K has written over 100 NEPA documents, including EA, EIS, and CE documentation in addition to federal, state, and local permitting, wildlife hazard assessment and mitigation, stormwater permitting, airport underdrain studies, visual assessments, groundwater management programs, hazardous materials, USTs, SWPPPs, and SPCCs.

**Airport Design Services.** D&K employs airport engineers, planners, and in-house staff to provide design services for all aspects of general aviation and commercial service airports. Services include runway, taxiway, and apron design for extensions, repairs, rehabilitation, and reconstruction; airport drainage systems; airport lighting systems ranging from runway and taxiway lighting to box signs, PAPIs, REILs, VASIs, and new electrical vaults; and off-airport lighting and marking, such as hazard beacons. D&K team members have designed fuel farms, ARFF buildings, hangars, heliports for airports, pavement management systems, and runways.

**Airport Building Facilities.** The D&K team includes mechanical, electrical, and plumbing professionals licensed in New Mexico with airport facility design capabilities, including fueling systems, conventional hangars and T-hangars, airport support buildings (SRE and equipment), terminals, FBOs, business centers, and airport industrial parks. The firm coordinates with the TSA and airline staff on airport facility design services. D&K staff are experienced at incorporating security and airport operational requirements in airport facilities and our MEP staff provide a broad range of mechanical-HVAC engineering services, including HVAC system analysis and assessments; forensic evaluations, commissioning (Cx) and retro-commissioning (RCx) of systems; new facility designs and existing system upgrades; and energy calculations and modeling.

**Airport Electrical and NAVAID Services.** D&K electrical engineering staff are experienced with providing comprehensive services to design airport electrical systems and terminal buildings.

**Surveying and Mapping.** D&K uses the latest robotic total station and RTK GPS systems to achieve greater accuracy and efficiency. Equipment is fully compatible with our in-house computer and MicroStation/AutoCAD systems. Our equipment supports providing one-man survey crews to projects for increased productivity and budget control. Survey staff offer

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expertise in land surveying and mapping projects and topographic, property, and construction survey. For Las Cruces, subconsultants Geopro and Wilson & Company are available to complete survey and mapping with support from D&K.

**Construction Administration.** D&K's construction professionals operate as liaisons between the Airport and the contractor to facilitate adherence to project design, schedule, and budget. They provide services for airport projects from the bid phase through final completion and work closely with the client, contractor, and other project participants to assure that construction activities adhere to design intent and permit requirements. For Las Cruces, subconsultant APG is available to complete construction administration with support from D&K. D&K is prepared to immediately begin supporting the Airport with the projects outlined in the RFP and future projects assigned. Through our experience serving Las Cruces, the D&K team has developed a thorough understanding of the needs of the Airport's flying community; the goals outlined in the City's strategic plan; the Airport's operations, maintenance, and lease management; and the City's economic development priorities.

## PROJECT EXPERIENCE

Following is a list of three airport planning and engineering clients and select projects completed for them by D&K's Aviation Division. The projects listed are relevant to the projects listed in the RFP, and were completed in the past five years. Additional experience is listed to demonstrate the depth and breadth of the firm's GA and Part 139 primary airport experience.

| CLIENT | SUMMARY | PARTIAL LIST OF SERVICES |
|---|---|---|
| **EASTERN SIERRA REGIONAL AIRPORT**<br>Ashley Helms, Associate Engineer<br>168 N. Edwards St., Independence, CA 93526<br>760.878-0200<br>ahelms@inyocounty.us<br>Duration: 2019–2022 | United Express, operated by SkyWest Airlines, was preparing to cease flight operations at Mammoth Yosemite Airport, Mammoth Lakes, CA to resume flight operations at Eastern Sierra Regional Airport, Bishop, CA. RD&K attended numerous meetings with the County of Inyo, Bishop Airport management, the FAA, United Airlines, and MMSA to determine the status and progress related to the move. D&K determined there were numerous details that would require additional focus and resources to minimize the risk of a continued delay with United Express move to Bishop.<br><br>In February, 2020, D&K drafted a summary report which included findings and recommendations. Inyo County executed an on-call planning services agreement with D&K. | • Commercial Aviation Forecast<br>• Index B ARFF equipment acquisition<br>• Airport Emergency Plan<br>• Airport Certification Manual<br>• Energy efficiency-rated sprung steel terminal building design and construction phase services<br>• United Airlines Lease Agreement<br>• Fuel Farm Maintenance Plan<br>• Environmental Assessment funding<br>• Vegetation control during runway reconstruction<br>• Airport operations staff training<br>• Ground Transportation Plan<br>• Advice and assistance with Independence Airport leasing |




D&K recently provided services for a transitional terminal building at Eastern Sierra Regional Airport in Bishop, California.

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| CLIENT | SUMMARY | PARTIAL LIST OF SERVICES |
|---|---|---|
| **MACHIAS VALLEY AIRPORT**<br>Bill Kitchen, Town Manager<br>7 Court St. Suite 1, Machias, ME 04790<br>207.271-0808<br>kitchsync@gmail.com<br>Duration: 2021–present | D&K serves as the Machias Valley Airport's on-call consultant, providing airport planning and engineering, civil, electrical, and water resources engineering and survey. Located in northern coastal Maine, the non-towered and unmanned public facility consists of a single 2,900-ft paved runway with a single terminal building and apron. The airport principally serves single-engine fixed-wing and helicopter traffic. | • Environmental Assessment and property acquisitions for new runway<br>• Airport Layout Plan Analysis Lease Plan development<br>• Design, permit, construction phase services for 100LL/Self Serve AvGas fuel farm |
| **PLYMOUTH MUNICIPAL AIRPORT**<br>Matt Cardillo, Airport Manager<br>Plymouth Airport Commission<br>246 S. Meadow Rd, Plymouth 02360<br>508.746.2020<br>mcardillo@plymouth-ma.gov<br>1987–Present | As the airport consultant in Plymouth for 35 years, D&K has provided planning, environmental, design, and construction phase services for a wide variety of airport projects, including master plan updates, environmental assessments, taxiway and apron reconstructions/extensions/expansions, runway extensions with safety area, roadway extensions, fencing and automated gates, utility improvements, Jet A/AvGas fuel farm installation, cost estimating, FAA coordination, grant application preparation, airport approach lighting addition and conversion, planning, security, and environmental permitting. | • Master Plan Update (multiple)<br>• Environmental Assessment<br>• Taxiway reconstruction<br>• Runway 15-33 reconstruction<br>• Taxiway reconstruction, 1,300-ft extension<br>• 1,100-ft. runway extension and construction phase services for safety area<br>• Construction phase services for taxiway<br>• SRE acquisition<br>• Design, permit, and construction phase services for a new terminal building |






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# CITY OF LAS CRUCES




## *Appendices*

DuBois & King inc.

# GUY ROUELLE, CM



Principal-in-Charge

## EDUCATION

M.A.S., Airport Operations, Embry-Riddle Aeronautical University, 2002; B.S., Aeronautical Science, Embry-Riddle Aeronautical University, 1994; US Army, Fort Rucker, Alabama, Air Traffic Control, Flight, Terminal Enroute Procedures, 1984

## CERTIFICATIONS

AAAE Certified Member (CM); Certified FAA Form 5010 Inspector; Part 107 sUAS Remote Pilot; Flight Instructor; Commercial; Multi-engine and Single Engine, Rotary Wing; Instrument Rated Pilot; FAA Safety Team Senior Representative

**Rotating Beacon, Las Cruces International Airport, Las Cruces, NM.** Client Manager and Senior Airport Planner for a project to design, permit, and construct a rotating beacon.

**Airport Planning Services, Las Cruces International Airport, Las Cruces, NM.** Project Manager/Principal in Charge for multiple planning projects focused on maximizing growth opportunities for the Airport. Projects to date include conducting an Airport Facilities Needs Analysis and Terminal Building Feasibility Study and preparing an Airport Lease Analysis and Property Management Plan, a Commercial Air Service Development Plan, an Airport Security Plan, and an Airport Pro Forma.

**Stephen A. Bean Municipal Airport, Rangeley, ME.** Project Manager/ Senior Airport Planner for capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract. Led day-to-day development, airport planning, scheduling and budgeting, and client coordination. Relevant projects include:

- **FBO and Hangar Lease Agreement Review.** Reviewed the current lease and operating agreements on the airfield, including the FBO agreements. Prepared recommendations to help facilitate growth and diversity in the services provided at the airport. Reviewed individual hangar lease agreements for compliance with FAA standards and regulations.
- **Runway Length Analysis and Technical Master Plan Update.** Project Manager for planning, evaluation, concept design, and environmental resource analysis supporting an 1,100 ft runway extension and appurtenant improvements. The FAA found the airport to be out of compliance for its design aircraft. A principal user of the airport, LifeFlight, a nonprofit medical transport company regularly uses this type of aircraft to provide its services. Additional updates to the CIP include new terminal building, new aircraft maintenance facility, new hangars, apron improvements, perimeter fencing, snow removal equipment acquisition, and construction of a snow removal equipment building. Led day-to-day development, airport planning, scheduling and budgeting, and client coordination. Typically a one-year process, this service was performed in three months.
- **Environmental Assessment for Runway and Taxiway Extensions and Town Highway Relocation.** Project Manager for preliminary design and environmental resource assessments and submitted NEPA EA documentation for construction of the following improvements: 1,100-ft runway extension, 1,100-ft taxiway extension, 400-ft relocation of Loon Lake Road, new terminal building, new aircraft maintenance facility, new hangars, and apron improvements. Responsible for leading preliminary design suitable for permitting plans. Typically a one-year process, the EA documentation was completed and submitted in four months.
- **Runway and Taxiway Extension Design.** Project Manager for design of a 1,100-ft runway extension, a 1,100-ft taxiway extension, and a 400-ft relocation of Loon Lake Road to bring the runway into compliance with current FAA requirements for the airport's design aircraft. Responsible for client coordination, and scheduling and budgeting of firm resources. Typically a one-year process, the design was developed in a five-month timeframe.

**RSA Improvements, Inyo County, Bishop Airport, Independence, CA.** Project Manager for Runway Safety Area improvements to Runway 12-30, to be conducted in two phases; Implementation of declared distances on Runway 12; and Amendments to the Operations Specifications for United Airlines (United Express).

**Airfield and Airport Reconstruction, Northeast Kingdom International Airport, VTrans, Coventry, VT.** Project Manager for the expansion of the Terminal Apron, which was part of a $24M project that included a 1,000-ft extension of Runway 36, a 300-ft extension of Runway 18, a 5,400-ft full-parallel taxiway, a new three-bay snow removal equipment building, 78 acres of obstruction removal in the approach surfaces, installation of a new on-site water/waste water system, and preparation of 300,000 SF of new privately-funded hangars and bonded and non-bonded warehouses. Oversaw the planning, design, permitting, bidding, and construction of the project funded with FAA discretionary funding. The onsite water/wastewater system was funded through a Northern Borders grant.

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# PATRICK SHARROW, AAE

Las Cruces



Client Manager

## EDUCATION

M.B.A., Organizational Leadership and Strategic Planning, Norwich University, 2013; B.S., Aerospace Studies - Aviation Safety & Science/ Airport Management, Embry Riddle Aeronautical University, 2003

## CERTIFICATIONS

American Association of Airport Executives (AAAE) - Accredited Airport Executive, Certified Snow Expert, Airport Security Coordinator, Part 107 UAS Pilot, Private Pilot

**Airport Planning Services, Las Cruces International Airport, Las Cruces, NM.** Senior Airport Planner for the airport Master Plan, commercial aviation forecast, and AGIS aeronautical survey. The Master Plan project includes Las Cruces's aerospace program for lower-altitude, smaller operations, and exploring the potential to extend the main runway to accommodate Virgin Galactic's White Knight.

**Millinocket AMPU-Supplemental Phase, Millinocket Municipal Airport, Millinocket, ME.** Airport Planner to conduct planning level photogrammetry of leaf-on conditions to support master planning study of a potential runway extension, alternative threshold locations, and obstruction clearing requirements.

**Airport Master Plan Update, Marion County Airport, Dunnellon, FL.** Airport Planner for a project to prepare an Airport Master Plan Update for the Airport in accordance with the requirements of the FAA, the Florida Department of Transportation (FDOT), and the needs of Marion County.

**PAPI Design and Construction Administration, Eastport Municipal Airport, Eastport, ME.** Airport Planner for a project for the design and construction administration phase services for the installation of a new PAPI for recently reconstructed Runway 15.

**Runway 15-33 Construction Phase Services, Eastport Municipal Airport, Eastport, ME.** Airport Planner to reconstruct Runway 15-33, including run-up area, as well as replace rotating beacon, REILS on both runway ends, MIRLS, and VGSI.

**Rehabilitate, Extend, and Widen Runway 13-31, Obstruction Removal, Newton Field, Jackman, ME.** Airport Planner for pavement rehabilitation with widening and lengthening of Runway 13-31. The needed obstruction removal associated with Runway Safety Areas for B-II design criteria was also completed.

**Reconstruction of Runway 11-29 and Replace VASA with PAPI, Millinocket Municipal Airport, Millinocket, ME.** Airport Planner for a project to reconstruct one of the highest priority runway reconstruction projects in Maine. The Millinocket Municipal Airport is critical to medical support and evacuations in this region.

**West Ramp Layout Study, Manchester-Boston Regional Airport, Manchester, NH.** Airport Planner for the preparation of a planning-level study to produce alternatives for an expansion of aircraft parking for an existing flight school. The study also included the preparation of ramp expansion build-out alternatives for a future flight school expansion or development of other commercial aeronautical activity.

**Master Plan Update, Lake Wales Municipal Airport, Lake Wales, FL.** Airport Planner for a project to prepare an analysis of airside and landside development alternatives, a potential funding plan, and update the Airport Layout Plan to guide future development on the Airport.

**Airport Master Plan Update, Eastport Municipal Airport, Eastport, ME.** Airport Planner responsible for the research and development, presentation and public coordination of the Airport Master Plan and Layout Plan Update. The project identified changes and improvements necessary to accommodate the airport's aviation activity 20 years into the future. An ALP drawing set, including an updated Exhibit A Property Map and supporting narrative report, was provided.

**Obstruction Study, Northeast Kingdom International Airport, Coventry, VT.** Airport Planner responsible for creating wind roses utilizing the FAA Wind Analysis Tool and analyzing obstruction data to identify approach obstructions. The project goal was to determine the justification for continued FAA funding of alternative improvements to the crosswind runway. Additional data was analyzed to identify approach obstructions.

**Airport Layout Plan Update, Danbury Municipal Airport, Danbury, CT.** Airport Planner responsible for creating wind roses utilizing the FAA Wind Analysis Tool and analyzing obstruction data to identify approach obstructions. Additional data was analyzed to identify approach obstructions.

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# JEN RICCIARDI



*Senior Airport Planner*

## EDUCATION

Masters of Business in Aviation Management, Dowling College, Oakdale, NY; Bachelors of Science in Professional Pilot, Creative Writing Minor, Dowling College, Oakdale, NY

## CERTIFICATIONS

Certified Flight Instructor, Single Engine Land and Sea, Instrument, Glider; Airline Transport Pilot Multi-Engine Land; Commercial Pilot Single Engine Land and Sea, Glider; FAA Part 107 sUAS Pilot

**Airport Planning Services, Las Cruces International Airport, Las Cruces, NM.** Senior Planner for Airport Planning/Senior Airport Planner for projects including conducting an Airport Master Plan Update, Facilities Needs Analysis and Terminal Building Feasibility Study and preparing an Airport Lease Analysis and Property Management Plan, a Commercial Air Service Development Plan, an Airport Security Plan, and an Airport Pro Forma.

**Bishop Airport Part 139 Certificate, Inyo County, CA.** Senior Airport Planner responsible for assisting the Project Manager supporting the conversion of a county-owned airport to Part 139 commercial use. Developed material for the ARFF training program and ACM revisions. Assisted in the procurement of terminal equipment.

**Design and Construction of Full Parallel Taxiway, Stub Taxiways and adjoining Taxilane for Hangar Development, Northeast Kingdom International Airport, Coventry, VT.** Aviation Operations Manager responsible for the design, review, and construction oversight of a large scale parallel taxiway and taxilane project. The taxiway created a full parallel taxiway, with four stub taxiways along 5,000 feet of runway, complete with new marking and lighting. This corrected an unsafe direct routing of runway to ramp configuration. The taxilane project added a connecting taxilane between the current apron and newly constructed taxiway, creating buildable lots for six new hangars as well as generating easier access for operators from the apron to the north side of the airport.

**Design and Construction of Apron, Northeast Kingdom International Airport, Coventry, VT.** Aviation Operations Manager responsible for the design, review, and construction oversight of a 60,000-SF apron expansion project that tied in to the existing apron. This project added connections to two stub taxiways, connecting the apron to a parallel taxiway. This allowed for the construction of a new fuel farm with two 12,000-gallon fuel tanks and a state-of-the-art self-serve fuel kiosk, expansion of apron space to accommodate large business jets, and the addition of a customs box to accommodate onsite international arrivals.

**Design and Construction of a Runway Extension, Parallel Taxiway, and a New Fuel Farm, Morrisville-Stowe State Airport, Morrisville, VT.** Aviation Operations Manager responsible for the design, review, and construction oversight of a multi-faceted airport improvement project. The first part of the project was to pave 250 ft on each end of the 3,700-ft runway to add declared distances of 4,200 ft for takeoff and 3,950 ft for landing. The second included a redesign of a partial parallel, lighted taxiway. and apron. Finally, the project included decommissioning two underground fuel tanks and the constructing a fuel farm pad hosting two 10,000-gallon fuel tanks to service both Jet A and 100LL aviation fuel. This project included state and local permitting, a detailed construction safety and phasing plan as the airport remained open during construction, and a new SPCC plan for the updated fuel system.

**Airport Layout Plan Narrative, Machias Valley Airport, Machias, ME.** Project Manager to prepare an Airport Layout Plan (ALP) Narrative to identify improvements necessary to accommodate aviation activity within the 20-year planning period. The ALP Narrative included topographic and geotechnical surveys, a complete inventory of the existing airport conditions, and a forecast of operations and based aircraft. The focus of the ALP Narrative was on the terminal area development of taxilanes and hangar space to accommodate the forecasted-based aircraft.

**Airport Feasibility Study, Dean Memorial Airport, Haverhill, NH.** Senior Aviation Planner participating in an Airport Feasibility study developing solutions to rectify safety and non-compliance issues, such as penetrations to the primary surface, Engineering Brief-99a surfaces, and Part 77 surfaces. The study included the development of a Facility Needs and Alternatives document for improving the runway environment and determining additional facility needs, including a new terminal building, fuel farm, several hangar facilities, navigational aids, and an AWOS facility. Services included research and analysis to conduct a thorough review of non-compliant facilities, developing alternatives, and reviewing with the public through a public engagement process. A preferred alternative was drafted on an updated Ultimate Airport Layout Plan (ALP).

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# MARK GOODRICH, PE



QA/QC
Senior Airport Engineer

## EDUCATION

B.S., Civil Engineering, University of New Hampshire, 1996

## REGISTRATIONS

Professional Engineer: NM 27315, NH 10962, MA 47199, ME 15745, RI 12777; NCEES: 18-348-34

**Airport Planning Services, Las Cruces International Airport, Las Cruces, NM.** Project Manager for Engineering Services/ Senior Airport Engineer worked on the Las Cruces Airport Security Plan.

**Stephen A. Bean Municipal Airport, Rangeley, ME.** Senior Airport Engineer for capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Rangeley's municipal airport. Responsibilities include quality assurance review and senior-level engineering. Relevant projects include:

- **Runway and Taxiway Extension Design.** Senior Airport Engineer for design of a 1,100-ft runway extension, a 1,100-ft taxiway extension, and a 400-ft relocation of Loon Lake Road to bring the runway into compliance with current FAA requirements for the airport's design aircraft. Responsibilities include quality assurance review and senior-level engineering. Typically a one-year process, the design was developed in a five-month timeframe.
- **Runway Length Analysis and Technical Master Plan Update.** Senior Airport Engineer for planning, evaluation, concept design, and environmental resource analysis supporting a 1,100-ft runway extension and appurtenant improvements. The FAA found the airport to be out of compliance for its design aircraft. A principal user of the airport, LifeFlight, a nonprofit medical transport company regularly uses this type of aircraft to provide its services. Additional updates to the CIP include new terminal building, new aircraft maintenance facility, new hangars, apron improvements, perimeter fencing, snow removal equipment acquisition, and construction of a snow removal equipment building. Responsibilities include quality assurance review and senior-level engineering. Typically a one-year process, this service was performed in three months.

**Dean Memorial Airport, North Haverhill, NH.** Project Manager for land acquisition, obstruction study, snow removal equipment (SRE) purchases, road relocation, and safety area improvements. Currently providing land acquisition services for multiple properties that are located within runway approach surfaces and runway protection zones. Professional services included land acquisition analysis and NHDOT grant application. For the obstruction analysis, ALP Update, and land acquisition study, D&K provided survey, basemap development, geotechnical and NRCS soil map review, historical records research, obstruction analysis for three parcels of land, field inspection of the land, and a Level 1 Environmental Site Assessment. D&K staff coordinated with an aerial photogrammetrist and a borings contractor for basemap development, attended conferences with the Owner and NHDOT, prepared a report of the land acquisition study and analysis.

**Norwood Memorial Airport, Norwood, MA.** Project Manager/Senior Project Engineer for Indefinite Delivery Contract to provide planning, engineering, and construction services for capital improvement projects. Projects have included design and reconstruction of TW A and C; land acquisition; reconstruction of RW 10-28; and an Environmental Assessment, with NEPA and MEPA review, to support the realignment of a taxiway. Projects have included relocation design of existing medium intensity edge lights and signs, grading, erosion control, stormwater drainage design, paving, and marking.

**Plymouth Municipal Airport, Plymouth, MA.** Senior Airport Engineer for multiple Indefinite Delivery Contracts to provide planning, engineering, and construction services for capital improvement projects since 2007. Services have included design and permitting for TW E reconstruction; Environmental Assessment/Environmental Impact Report permitting for extension of RW 15-33; southwest apron expansion; relocation of access roadway; and lighting design (including replacement of 122 MITLS/MIRLS, construction of new MALSF, PAPI, obstruction lighting, and hold signs, detailed safety plan and improvements to safety area); and Gate 4 back taxilane reconstruction. Services included design for grading, erosion control, stormwater drainage, paving and marking, and construction observation.

- **Technical Master Plan Update, Plymouth Municipal Airport, Plymouth, MA.** Senior Airport Engineer for a Technical Master Plan Update to develop a runway length analysis with corresponding alternatives.

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# BRIAN PINSONAULT



Airport Planner

## EDUCATION

B.A., Multidisciplinary Studies, Concentration in History, Castleton State College, 2007

## CERTIFICATIONS

Private Pilot License; FAA Part 107 sUAS Pilot

**Airport Planning Services, Las Cruces International Airport, Las Cruces, NM.** Aviation Planner responsible for writing sections of the Master Plan's Inventory of Existing Conditions, Aviation Forecast, Facility Requirements, and Alternatives. ALP updates included future development of a terminal project, runway and taxiway protection, and object-free area site alterations for larger aircraft.

In September of 2021 ,Cert Alert 21-04 was published advising all 139 Certificated airports to include in their ACM's Airport Emergency Plan (AEP) a section that addresses a response plan for unauthorized Unmanned Aircraft Systems (UAS). The response plan identified areas on the airport and in the Part 77 surfaces where a risk matrix would determine the level of threat and a correlated response addressing action to be taken by airport operations and supporting emergency response authorities.

**Airport Feasibility Study (AWOS), Dean Memorial Airport, Haverhill, NH.** Aviation Planner for an Airport Feasibility study to develop solutions to safety and non-compliance issues such as penetrations to the primary, Engineering Brief-99a, and Part 77 surfaces. The study included the development of Facility Needs and Alternatives for improving the runway environment and determining additional facility needs, including a new terminal building, fuel farm, several hangar facilities, navigational aids, and an AWOS facility. The Airport does not currently have an AWOS and is served by a Non-Precision Instrument Approach. Services included research and analysis to determine the optimal site for a new AWOS-III PT, determining the height and set requirements of CFR Part 77 for the proposed location, documenting the proposed AWOS-III PT location on the Ultimate ALP, and coordinating with the FAA to obtain concurrence that the airport would benefit by installing an AWOS-III PT. The Ultimate ALP has been submitted to the FAA's OE/AAA site for approval and the Airport has updated its CIP, including the AWOS-III PT.

**ALP Narrative with AWOS, Machias Valley Airport, Machias, ME.** Aviation Planner to prepare an Airport Layout Plan (ALP) Narrative to identify improvements necessary to accommodate aviation activity within the 20-year planning period. The ALP Narrative will include topographic and geotechnical surveys, a complete inventory of the existing airport conditions, and a forecast of operations and based aircraft. D&K determined that the AWOS-AV installed by LifeFlight is failing, was not installed in accordance with FAA siting criteria, and has numerous sheltering buildings within 200-ft of the sensor array. During the course of the project, D&K discovered that the MVM AWOS-AV system is not transmitting to the National Airspace Data Interchange Network (NADIN), and the AWOS-AV system does not have its own discrete frequency, requiring the airport to transmit the weather information on the UNICOM frequency. Supported services to site a new AWOS in 2024 per the Airport's CIP and in conjunction with the development of a crosswind runway that recently received federal funding.

**Runway Maintenance, Dean Memorial Airport, Haverhill, NH.** Project Manager assisting the Town in identifying exposed cracks and crevasses on the RWY 1-19 that could cause damage to aircraft. All the cracks on the runway were measured in linear feet and the scope of work followed the FAA spec to make the repairs.

**Spill Prevention & Countermeasure Plan (SPCC)), Machias Valley Airport, Machias, ME.** Airport Planner responsible for writing an SPCC for the new, 6,000-gallon fuel farm at the Machias Valley Airport following 40 CFR 112 guidelines. The document contains a detailed site observation, release contingencies, inspection procedures and safety protocols.

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# BRENDA BHATTI, QAWB

Las Cruces



Environmental Planner

## EDUCATION

M.S., Environmental Studies, Antioch New England Graduate School, 2001; B.S., Zoology/Wildlife Biology, Ohio University, 1991

## CERTIFICATIONS

Qualified Airport Wildlife Biologist (in training) 2022

**Environmental Assessment, Plymouth Municipal Airport, Plymouth, MA.** Environmental Planner responsible for an EA, which includes as EA under NEPA, a Joint NEPA EA and Environmental Impact Report under Massachusetts Environmental Policy Act, and an Environmental Notification Form filing for a 351 extension of Runway 6 and associated taxiways, runway protection zones, and navaids. This project is scheduled to be completed within a six-month timeframe in order to begin design work in the fall of 2023 and construct in 2024.

**Environmental Assessment, Lebanon Municipal Airport, West Lebanon, NH.** Senior Environmental Planner responsible for overseeing and developing an Environmental Assessment under the National Environmental Policy Act (NEPA) in accordance with FAA criteria. Evaluations encompass runway safety improvements, including a runway extension that involves vegetative clearing. Leading the natural resource field investigation efforts, including participating in wetlands delineations, preliminary potential bat roost locations within the project area, and overseeing other species investigations in conjunction with D&K naturalists, the New Hampshire Natural Heritage Bureau, and the USFWS. Conducted historical and archeological desktop reviews in collaboration with the New Hampshire Division of Historical Resources. Led NHDOT Natural Resource Agency Coordination (NRAC) meeting and presented the project. Collaborating with other consulting firms regarding engineering specifications, stormwater studies, alternatives impacts, and mitigation. Successfully acquired a Finding of No Significant Impact for the project.

**Machias Valley Airport, Fuel Farm Stormwater Pollution Prevention Plan (SWPPP) and Oil Spill Prevention Control and Countermeasure Plan (SPCC), Machias, ME.** Senior Environmental Planner to prepare SWPPP and SPCC documents for the installation of a fuel farm to ensure regulatory compliance and protection of nearby wetlands.

**Dean Memorial Airport, North Haverhill, NH.** Senior Environmental Planner providing services to the airport for improvements related to runway updates, property acquisitions, and alternatives analyses as part of updated Airport Layout Plan (ALP). Developing NEPA documentation for CEs and other task assistance regarding natural resource and environmental impact analyses.

**Dillant-Hopkins Airport, Keene, NH.** Senior Environmental Planner responsible for developing supplemental CE documents under NEPA for airport taxiway improvements. Developing NEPA support documentation and natural resource investigations, including evaluation of potential wetland impacts and related permitting efforts.

**West Swanzey AA Memorial Park Redevelopment, Swanzey, NH.** Senior Environmental Planner on a municipal project using federal funding. Responsible for evaluating impacts to jurisdictional natural resources adjacent to the Ashuelot River, including field studies to determine the Ordinary High Water (OHW); permitting to include state permits under the NH Department of Environmental Services (NHDES) wetlands, shoreland, and Alteration of Terrain (AOT) programs and regulations; and collaborating with the Town Planner, NHDES, and USFWS agents to confirm jurisdictional and permit concerns.

**Environmental Constraints Analysis and Wetlands Protection Act Permitting, Dracut, MA.** Project Manager for wetlands and natural resource investigations on a 12-acre forested site surrounded by a golf course community. Led environmental evaluation efforts and participated in wetlands delineation. Led habitat and wildlife research, reviewed relevant zoning and conservation regulations, and prepared report outlining development constraints. Prepared Abbreviated Notice of Resource Area Delineation (ANRAD) for five on-site and two adjacent wetlands classified as Isolated Land Subject to Flooding (ILSF) and Notice of Intent (NOI) permit application. Presented both at Conservation Commission hearings. Provided exhibit for Zoning Board of Adjustment variance application, and attended public hearing.

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# JULIE DICKER



Grants Administrator

## EDUCATION

A.S., Applied Science, Accounting Information Systems, No. Maine Community College, 2014

**Dean Memorial Airport, North Haverhill, NH.** Administrative Support for multiple projects under a contract, including a feasibility study, property acquisition, pavement maintenance, and DBE program.

**Technical Master Plan Update, Plymouth Municipal Airport, Plymouth, MA.** Administrative Support for D&K services to conduct a Technical Master Plan Update to develop a runway length analysis with corresponding alternatives for Plymouth Municipal Airport. Firm services include reviewing existing conditions, determining the critical aircraft and required runway length to accommodate current and future traffic, formulating an aviation demand forecast, and conducting an overview of the affected environment. D&K is working with the Airport, Stakeholders, MassDOT, and FAA to determine the preferred alternative, update the airport layout plan based on that alternative, and will assist the Airport to develop financial and proposed project implementation.

**Stephen A. Bean Municipal Airfield, Rangeley, ME.** Administrative Support for D&K services for capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Rangeley's municipal airport.

**Taxiway, Pavement Maintenance, and Gates/Fencing, Greenville Municipal Airport, Greenville, ME.** Administrative Support for D&K services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Greenville's municipal airport.

**Pavement Condition Index Study, MaineDOT, Statewide, ME.** Administrative Support for D&K services. Developed an Airport Pavement Maintenance System (APMS) to be used by MaineDOT, and each individual airport, to track pavement maintenance work, facilitate capitalizing on FAA funding and enable the State of Maine to effectively budget for critical infrastructure maintenance projects.

**Princeton Municipal Airport, ME.** Administrative Support for services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Princeton's municipal airport.

**DeWitt Field, Old Town Municipal Airport, ME.** Administrative Support for services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Old Town's municipal airport.

**Caribou Municipal Airport, ME.** Administrative Support for services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Old Town's municipal airport.

**Taxilane, Machias Valley Airport, Machias, ME.** Administrative Support for services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at the Machias Airport.

**Knox County Regional Airport, Owls Head, ME.** Administrative Support for services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Knox County's regional airport.

**Northern Aroostook Regional Airport, Frenchville, ME.** Administrative Support for services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract at Frenchville's regional airport.

**Houlton International Airport, Houlton, ME.** Administrative Support for services including capital improvements planning (CIP), technical, environmental, and regulatory issues under a multi-year contract.

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# BRETT E. BEATY, AIA, NCARB, LEED AP

Senior Project Architect/Project Manager

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| YEARS OF EXPERIENCE | TOTAL | 33 | WITH FIRM | 4 | |
| EDUCATION | M.Arch., Master of Architecture, The University of New Mexico, 1999<br>B.S., Business Administration and Management, University of Phoenix, 1995 | | | | |
| REGISTRATIONS | Registered Architect (RA)<br>New Mexico 003874, 2003<br>Arizona 72258, 2020<br>Texas 30558, 2022 | | | | |
| CERTIFICATIONS AND LICENSES | American Institute of Architects (AIA), 1998-present<br>National Council of Architectural Registration Boards (NCARB)<br>Leadership in Energy and Environmental Design Accredited Professional (LEED AP), Green Building Certification Institute (GBCI) | | | | |
| SOFTWARE | Adobe Creative Cloud<br>AutoCAD, 2020<br>Bluebeam, Revu 20<br>Microsoft® 365<br>Revit, 2020 | | | | |

Brett Beaty is an experienced project architect and an accomplished project manager who enthusiastically pursues a holistic approach to the design and construction of the built environment. Mr. Beaty's work combines the creative architectural design process with the project's technical, environmental, and functional concerns. Having a history of project management on various complex building programs has reinforced the importance of effective communication, cooperation, and the appropriate allocation of resources. He believes in a team approach that brings together the experience and talents of the client, architect, consultants, and contractor to establish a framework of cooperation and synergy.

Mr. Beaty has worked on a wide range of projects in the public and private sectors. These have included educational facilities, community centers, multi-family housing, scientific, judicial, retail, and office/administrative. He has diverse and balanced skills that demonstrate a solid technical background, strong organizational traits, and leadership. These experiences and abilities translate into value for clients and communities.

## Project Experience

Mr. Beaty's recent experience includes:

**Bishop Municipal Airport Terminal Expansion, Inyo County, CA.** Project architect assisting Inyo County with their general aviation terminal expansion by providing technical support and outline specifications for the systems and construction. Project involves design consultation with the County Project Manager. Project had a very challenging schedule that required a fast track procurement process. **Duration:** 05/2021-present

**Public Safety and Judicial Complex, Navajo Nation, Fort Defiance, AZ.** Project architect and project manager responsible for a master planning effort for the proposed Navajo Nation Public Safety campus with the Navajo Nation Code Talkers Museum and Veterans Center. It includes public/private development for restaurants, retail, and lodging. Project includes the programming and conceptual planning of 113,880 sf for the Navajo Nation courts, corrections, police, and public safety headquarters. **Duration:** 2020-present

**Code Talkers Museum and Veterans Center, Navajo Nation, Tse Bonito, NM.** Project architect and project manager for the programming and conceptual design for a museum of approximately 48,000 sf and a Veterans Center of approximately 21,000 sf. **Duration:** 2020-present

**Transportation Facility, Navajo Division of Transportation, Whitehorse Lake, NM.** Project architect and project manager for the plan and design of the facility to include an office, large vehicle covered storage, and salt and cinder stockpile storage. Project involves the design of three buildings and open yard storage near the Whitehorse Chaper House. **Duration:** 2020-present

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## CHARLES RICK GREEN, RA, FCSI,CCS, CCCA

Senior Project Manager

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| YEARS OF EXPERIENCE | TOTAL 42 WITH FIRM 29 |
| EDUCATION | M.S. Architecture, University of Michigan, 1976<br>B.S. Architecture, University of Michigan, 1974 |
| LICENSES AND REGISTRATIONS | Registered Architect: Arizona #25411, California #C 27143, Georgia #AR014025, Iowa #06096, Michigan #1301027943, New Mexico #2151, New York #036757, Ohio #1516340, Oklahoma #a5911, Washington #10661 |

Rick Green is a Senior Project Manager with more than 40 years of professional experience and is an expert in building science and project delivery. Rick leads the technical direction and development of Wilson & Company's architectural projects. This includes initiating, developing, and monitoring methods of technical production, technical content, quality assurance, and construction phase services. His expertise includes educational facilities, commercial and retail projects, offices, renovations, building codes, programming, site analysis, design, cost analysis, drawings, specifications, procurement requirements, and construction administration services. Rick is a Certified Construction Specifier (CCS), a Certified Construction Contract Administrator (CCCA), and a LEED Accredited Professional. He is also a co-author of the U.S. National CAD Standard and a co-author of the Architect's Guide to the U.S. National CAD Standard.

## Recent Project Experience

- Jomax WRF Administration Building Preliminary Space Plan – City of Peoria, Programming services for a new administration building at the Jomax Water Reclamation Facility. | 2018. Project Architect.
- Zia Pueblo Ceremonial Building – Pueblo of Zia, Construction document and construction administration services for a ceremonial building on tribal property located in New Mexico. | 2017. Project Architect.
- Low Moor Run-Through Facility – UPRR, Construction document and construction administration services for pre-engineered metal building located in Iowa. | 2017. Project Architect.
- Twin Buttes O & M Building D/B – Richardson & Richardson Construction, Construction document and construction administration services for a pre-engineered metal building located in Colorado. | 2017. Project Architect.
- Deer Valley WTP CA Services – City of Phoenix, as a sub-consultant to Wilson Engineers, WCI provided construction administration services for architectural and mechanical disciplines| 2016. Project Architect.
- Deer Valley WTP Design Services – City of Phoenix, as a sub-consultant to Wilson Engineers, WCI provided architectural and mechanical design services for an addition to the Finished Water Electrical Building at the Deer Valley Water Treatment Plant.| 2016. Project Architect.
- Luna County Detention Center Renovations – Luna County, Provided programming services to establish goals, priorities, and scheduling requirements and was then selected to provide design and construction administration services for the facility program.| 2016. Project Architect.
- Arrey Elementary School Roof Replacement – T or C Municipal Schools, Provided design services to identify a cost-effective re-roofing solution for an occupied elementary school facility.| 2016. Project Architect.
- Village of Columbus Community Center – Columbus, NM, Provided design services to renovate and convert an abandoned school campus into a new community center.| 2015. Project Architect.
- Master Site Plan Design Study – Floyd Municipal Schools, Provided design services to include a master site plan design study identified for reconfiguration or additions for multiple components on the campus.| 2015. Project Architect.

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# TIMOTHY J. RUGG, RA

Senior Architect

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| YEARS OF EXPERIENCE | TOTAL 39 WITH FIRM 24 |
| EDUCATION | MA, Architecture, University of Michigan, 1982<br>BA, Architecture, Kent State University, 1979<br>BS, Science, Kent State University, 1979 |
| LICENSES AND REGISTRATIONS | Registered Architect Colorado B-2173<br>Registered Architect Wyoming C-2390<br>Registered Architect New Mexico 005669<br>NCARB Certified |

Tim is a senior architect with 39 years of experience as a project architect and project manager. He has been involved in numerous projects throughout Colorado and New Mexico involving many different architectural styles, including primary and secondary schools, colleges and universities, commercial, municipal, industrial, and medical facilities. He is equally adept at working with additions and renovations as with new facilities. Tim has a successful history of planning, organizing, and completing architectural projects on time and within budget. His expertise includes project design, design development, production and coordination, detailing, specification writing, estimating, and serving as client liaison.

## Relative Experience

- BNSF Maintenance Facility and Employee Welfare Center , Vancouver, Washington, Project Architect
- BNSF Maintenance Facility and Crane Repair, San Bernardino, California, Project Architect
- BNSF Storage Facility and Tank Farm, Alliance, Nebraska, Project Architect
- BNSF Operations Facility, Long Beach, California, Project Architect
- UPRR Fueling Facility, Pocatello, Idaho, Project Architect
- UPRR Fueling Facility, North Platte, Nebraska, Project Architect
- UPRR Fueling Facility, Green River, Wyoming, Project Architect
- UPRR Fueling Facility, Herrington, Kansas, Project Architect
- Central Park Boulevard Interchange with I-70 Design-Build, Denver, Colorado, Project Architect
- I-15 Springville 400 South Interchange (SR-77) Design-Build, Springville, Utah, Project Architect
- Uintah Street Bridge, Colorado Springs, Colorado, Project Architect
- COSMIX Design-Build, Colorado Springs, Colorado, Project Architect
- Powers Boulevard Corridor Aesthetics Guidelines, Colorado Springs, Colorado, Project Architect
- I-25 Sound Barrier, Fountain, Colorado, Project Architect
- I-25 Corridor Design Standards, El Paso County, Colorado, Project Architect
- I-25 Sound Barrier, Colorado Springs, Colorado, Project Architect
- Piñon Rest Areas, Pueblo, Colorado, Project Architect
- Valley View Elementary School, Roswell NM, Project Architect
- 41 & Tennyson, Denver, CO, Project Manager
- Cedar & Holly, Denver, CO, Project Manager
- Mettie Jordan Elementary School, Eunice NM, Project Architect


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## LAURA N. BRUNIK, RA, AIA
Project Architect

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| YEARS OF EXPERIENCE | TOTAL | 11 | WITH FIRM | 1 | |
| EDUCATION | M.Arch., Architecture, North Dakota State University, 2011<br>B.S., Environmental Design, North Dakota State University, 2010 | | | | |
| REGISTRATIONS | Registered Architect (RA)<br>New Mexico 6247, 2021<br>Minnesota 59140, 2021 | | | | |
| CERTIFICATIONS AND LICENSES | National Council of Architectural Registration Boards, 101819, 2012<br>Revit Architecture Certified Professional, 2013 | | | | |
| PROFESSIONAL AFFILIATIONS | American Institute of Architects<br>National Council of Architectural Registration Boards | | | | |

Laura Brunik's architecture experience involves designing buildings for safety, functionality, and aesthetics. She understands the durability and strength of building materials and is skilled in the use of light, color, and textures in a space. She is effective at all phases of project development from initial concept to completion, including meeting with clients to discuss expectations and drafting walls, windows, doors, plumbing, and furnishings while using BIM software.

## Project Experience

Ms. Brunik's recent project experience includes:

**Public Safety Building, City of Anthony, NM.** Project manager. Programming effort for the new Department of Public Safety Building.

**Fire Sation 6 Construction Administration, City of Rio Rancho, NM.** Project manager. Construction administration for renovation of the floors, ceilings, storefront systems, and restrooms to repair previous flood damage.

**New Urgent Care, City of Anthony, NM.** Project architect for the construction administration. Stand-alone building to serve as urgent care within the Dos Lagos Development.

**Lee Belle Facility Assessment, City of Truth or Consequences, NM.** Project manager. Scope involves visual inspection (non-destructive) and will assess the general condition of the building, followed by a Building Conditions Assessment Report. The report will consist of an executive summary that describes the substructure, shell, interiors, services, equipment and furnishings, special construction, site, and notable code issues. The report will address probable short and long-term capital expenses necessary to correct structural or building integrity issues and possible cost considerations to bring the building up to current code requirements. **Duration:** 11/2022

**Palms Building Addition, Dona Ana County, NM.** Project architect. Plan, design, and manage a building addition to the existing flood control warning system building and add a back-up generator.

Prior to joining Wilson & Company, Ms. Brunik's experience included:

**Primrose Retirement Communities, Aberdeen, SD; Kenosha, WI; Lubbock, TX; Tyler, TX; Washington, UT.** Job captain, project architect. Responsible for managing a team to create safety, functionality, and aesthetics within a building, as well as understanding the durability and strength of building materials, use of light, color, and textures in a space. Working with the building from beginning to end with the Hospitality team. This includes, but is not limited to, meeting with the client to discuss expectations, drafting walls, windows, doors, plumbing, electrical, ventilation, structural, and furnishings while using BIM software. Primrose Retirement Communities was founded in 1989 based on the premise that a retirement community must provide its residents with value, comfort, security, and convenience. Through the years, this philosophy has been enthusiastically welcomed in all communities where Primrose has been established. Design included apartment homes and townhome villas complemented by internal common areas such as libraries, movie theaters, fitness centers, ice cream parlors, and pubs. **Duration:** 2020-2022

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# MARK W. WENTZEL, PE, LEED AP

Mechanical Engineer

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| YEARS OF EXPERIENCE | TOTAL 31 WITH FIRM 21 |
| EDUCATION | B.S., Architectural Engineering, Kansas State University, 1990 |
| LICENSES AND REGISTRATIONS | Professional Engineer in Arizona, California, Kansas, Missouri, New Mexico, & Utah<br>*USGBC LEED Accredited* |
| ORGANIZATIONS, TRAINING, PUBLICATIONS, AWARDS | American Society of Heating, Refrigeration, and Air Conditioning Engineers (Treasurer, Secretary, Vice President, and President-Elect); ITT Industries Training Seminar, Large Chilled Water Systems; U.S. Green Building Council |

Mark brings 31 years of experience in mechanical and electrical building design and is responsible for the mechanical systems design and specification, construction administration, and general administration of mechanical projects. He has worked on a wide variety of projects including military facilities, industrial and rail operations, office buildings, large hotels, performance theaters, churches, schools, restaurants, motels, dormitories, banks, and large residential apartment facilities. His design experience includes HVAC systems, piping and plumbing systems, temperature controls, process piping, industrial ventilation, fire protection systems, lighting systems, power systems and fire alarm systems. As a LEED Accredited Professional, he is experienced with energy related processes and evaluations.

## Healthcare Project Experience

- North Valley Medical Clinic – HVAC and Plumbing Systems, Project Engineer
- Cheyenne County Hospital Renovation – HVAC Systems, St. Francis, KS, Mechanical Design Project Manager
- Carroll Regional Medical Center Remodel and Addition – HVAC, Plumbing, lighting and electrical power systems, Berryville, AE, Project Engineer
- Cox South Hospital Radiation Clinic – HVAC and Plumbing, Springfield, MO, Project Engineer
- Cox South Surgical Suite Addition – HVAC and Plumbing, Springfield, MO, Project Engineer
- Cox Plaza II Oncology Office Infill – HVAC, Plumbing, Lighting and Power Systems, Springfield, MO, Project Engineer
- Doctor's Medical Office Plaza – HVAC and Plumbing Systems, Joplin, MO, Project Engineer

## Military Project Experience

- Large Vehicle Wash Facility, Ft. Riley Army Base, Ft. Riley, KS, Project Manager / Engineer
- Kansas National Guard Field Maintenance Shop Renovation and Systems Upgrade, Iola, KS, Project Manager / Engineer
- Kansas National Guard Building 217 Renovation, Salina, KS
- Kansas National Guard Building Pressure Testing – Multiple Projects – Hays, Salina, Great Bend, KS, Project Manager
- Chapman Hall Renovation, Kirtland Air Force Base, NM, Project Engineer
- Kansas National Guard Armory Projects – HVAC renovation and new construction for 6 buildings., Hays, Russell, Clay Center, Pratt and Salina, KS, Project Engineer
- Operations Support Facility with Levels 3 and 4 SCIF, Peterson Air Force Base, CO, Project Engineer
- Kansas National Guard Nickell Hall Retro-Commissioning, Salina, KS, Project Engineer
- Forbes AFB Hangar 680, 681, 682 Lighting Upgrades, Topeka, KS, Project Engineer
- McConnell AFB Building 714 Addition – HVAC, Lighting & Systems Upgrades, Wichita, KS, Project Engineer
- McConnell AFB Building 1090 Renovation – HVAC, Lighting & Systems Upgrades, Wichita, KS, Project Engineer
- McConnell AFB Building 804 Renovation – HVAC, Lighting & Sprinkler Systems, Wichita, KS, Project Engineer

## Educational Facility Project Experience

- Mettie Jordan Elementary School, Eunice, NM, Mechanical Systems Project Engineer
- Missouri Avenue Elementary School, Roswell, NM, Mechanical Systems Project Engineer

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## BENJAMIN ARAGON, PS
Survey Project Manager

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| YEARS OF EXPERIENCE | TOTAL 22 WITH FIRM 22 |
| EDUCATION | B.S., Surveying, New Mexico State University, 1996 |
| LICENSES AND REGISTRATIONS | Professional Surveyor New Mexico #15268, California #8016, Nevada #19224, Wyoming #12222, Washington #47604 |
| ORGANIZATIONS, TRAINING, PUBLICATIONS, AWARDS | Member California Land Surveyors Association, New Mexico Professional Surveyors, Nevada Association of Land Surveyors, Professional Land Surveyors of Wyoming, Land Surveyors Association of Washington |

Ben has been a member of the Wilson & Company team since college graduation, and has developed project management expertise on a wide variety of surveying projects for more than 22 years. He has performed slope-staking, control, GPS, cadastral, topographic, boundary, ALTA, hydrology, control surveys, office calculations, preparation of set ups for crews during construction of projects. Ben has been the Survey Manager on various projects, which include contracts for the Pueblo of Laguna, Corps of Engineers, Federal Highway Administration, National Park Service, New Mexico Department of Transportation, Union Pacific Railway, Kansas City Southern Railway and the Burlington Northern Santa Fe Railway Company and various Municipalities.

## Federal Projects

- Holloman Air Force Base: West Trench Repair – US Army Corps of Engineers, Albuquerque District, Holloman, NM | 2018. Survey Project Manager
- LPOE Diversion Berm – New Mexico Border Authority, Santa Teresa, NM | 2017. Project Manager.
- Design Renovate LRS Warehouse – Kirtland Air Force Base (Subconsultat to Vigil Enterprises), Albuquerque, NM | 2016. Survey Task Leader.
- Repair Hot Cargo Pad 5 – Kirtland Air Force Base (Subconsultat to Vigil Enterprises), Albuquerque, NM | 2016. Survey Task Leader.
- Design Rebuild 46kV Feeder #3 – Kirtland Air Force Base (Subconsultant to Vigil Enterprises), Albuquerque, NM | 2015. Survey Task Leader.
- Various Surveying Services – Los Alamos National Laboratory, Los Alamos, NM | Ongoing. Survey Task Leader.
- Gunship Road Topographic Survey – US Army Corps of Engineers, Albuquerque District, Cannon AFB, NM | 2015. Survey Project Manager.
- Candy Cane Road Cadastral Survey – US Army Corps of Engineers, Albuquerque District, Columbus, NM | 2014. Survey Project Manager.
- Tamaya Drainage Mitigation Pond Survey – US Army Corps of Engineers, Albuquerque District, Santa Ana Pueblo, NM | 2014. Survey Project Manager.
- Nellis Air Force Base – US Army Corps of Engineers, Albuquerque District, North Las Vegas, NV | 2013. Survey Project Manager.
- Santa Teresa Cadastral Survey – US Army Corps of Engineers, Albuquerque District, Santa Teresa, NM | 2012. Project Manager.
- Holloman AFB Survey and Mapping – US Army Corps of Engineers, Albuquerque District, Holloman AFB, NM | 2011. Project Manager.
- Cochiti Flowage Easement – US Army Corps of Engineers, Albuquerque District, Cochiti, NM | 2011. Project Manager.
- Antelope Wells Border Station Boundary – US Army Corps of Engineers, Albuquerque District, Antelope Wells, NM | 2010. Project Manager.
- Cannon AFB Survey and Mapping – US Army Corps of Engineers, Albuquerque District, Cannon AFB, NM | 2010. Project Manager.
- Periodic Surveys – US Army Corps of Engineers, Albuquerque, District, John Martin Dam, Colorado, Jemez Dam, Jemez, New Mexico, Santa Rosa Lake, Santa Rosa, New Mexico, Conchas Lake, Conchas, New Mexico | 2010. Project Manager.

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## MARC HESS, PE
Electrical Engineer

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| YEARS OF EXPERIENCE | TOTAL 12 WITH FIRM 12 |
| EDUCATION | B.S., Electrical Engineering, University of Kansas, 2008 |
| LICENSES AND REGISTRATIONS | Professional Engineer Kansas No. 23099, Louisiana No. PE.0039623, California No. E 21169, Washington No. 53405, Oregon No. 90940PE, Wyoming No. PE 15650, Iowa No. 24492, Arkansas No. 19178, Nevada No. 26319, Missouri No. 2020013488, Minnesota No. 58530 |
| ORGANIZATIONS, TRAINING, PUBLICATIONS, AWARDS | Institute of Electrical and Electronics Engineers (IEEE), IEEE Industry and Applications Society (IAS), Tau Beta Pi Engineering Honor Society, Eta Kappa Nu (HKN) Electrical and Computer Engineering Honor Society |

Marc has 12 years of electrical design and consulting engineering experience. During this time, Marc's expertise has centered around industrial electrical design with a focus on rail yards and oil and gas projects. His industrial knowledge covers all aspects of industrial electrical design including site power distribution, lighting, instrumentation, electrical equipment, cabling, hazardous area classifications, PLC control networks, loop diagrams, and arc flash hazard analysis. Additionally, he has commercial electrical design experience with a focus on educational facilities and small offices. Commercial design capabilities include building power systems, lighting, telecom, and various specialized systems. Outside of design, Marc's capabilities include project management and construction support.

## Lighting & electrical design

- On-Call Electrical Services, electrical design to support Public Works Department, Belton, MO | 2020-2025. Electrical engineer.
- I-35 & 75th Street Interchange, electrical design for widening of north and south lanes from three to four, and modify three ramps, Kansas Department of Transportation | 2019. Electrical engineer.
- Electrical Distribution System Improvements, electrical design for replacement/modernization of the existing primary electrical distribution system line and reconnection of secondary services, Seneca, KS | 2021. Electrial engineer.
- Parking Lot Reconstruction, electrical design for three parking lots, Overland Park, KS | 2019. Electrical engineer.
- 115kV Transmission Line, electrical design, Garden City, KS | 2018. Electrical engineer.
- 52nd & Emerson Water Quality Facility (Heron Pond), electrical design, City and County of Denver, CO | 2020. Electrical engineer.
- Forbes Airforce Base, electrical design for hangar lighting, Topeka, KS | 2009. Electrical engineer.

## Railroad facilities

- UPRR Hinkle Yard Neutral Addition Project, Hermiston, Oregon | Under Construction
- Primary Power Distribution Replacement, UPRR South Morrill Yard, Morrill, NE | 2018. Project manager.
- Pump House Rehabilitation and Fuel Line Replacement, UPRR South Morrill Yard, Morrill, NE | 2019. Project Manager.
- BNSF Railway Company Glendale Yard, Phoenix, AZ | Ongoing
- UPRR Hinkle Yard Neutral Addition Project, Hermiston, Oregon | 2015. Electrical engineer. Wilson & Company designed the electrical improvements and performed construction management at the UP Hinkle Yard. Our design team was instrumental in anticipating obstacles, and helping the UP develop the right solutions based on the yard's unique needs and requirements. Design and construction management were undertaken with a clear understanding of system integration and rail operation schedules, while adhering to safety procedures and processes.

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## Justin Heid, AAE

Senior Aviation Planner

APG

### PROFESSIONAL BIO

Justin is a Principal and Senior Aviation Planner at APG. He is an Air Force Veteran and active pilot, with a strong airport management background. His experience includes management of multiple general aviation airports, master planning, forecasting, public outreach, land use planning, grant preparation and submission, and FAA coordination. Justin's knowledge of FAA regulations, policies and procedures, coupled with his past experiences, help him understand the needs and issues stakeholders are working through and allow him to identify issues and provide solutions with a full understanding of each stakeholder's desires and requirements.

### EDUCATION

Masters of Science Aerospace Administration & Logistics, Southeastern Oklahoma State University, 2012

Bachelor of Science Aviation Management and Business Minor, University of Oklahoma, 2011

### CERTIFICATIONS

Accredited Airport Executive, AAAE

Private Pilot

### RELEVANT PROJECT EXPERIENCE

**Aerospace Innovation Hub Feasibility Study, Launch Alaska, Anchorage, AK**

Aviation Planner for an aerospace innovation hub market study for a private client seeking to attract start up technology companies that fight climate change. Conducted outreach to potential users of the hub and other community stakeholders, identified types of facilities needed at hub, and prepared a market analysis.

**Astronaut Kent Rominger Airport, ALP update, Rio Grande County, Del Norte, CO**

As Project Manager, Justin worked with the client to develop and evaluate three future land use development concepts for the terminal area, led the preferred alternative selection, and ALP creation. The resulting product provided a completely updated ALP with future development planned for through an updated CIP.

**Orcas Island Airport (ORS) Land Acquisition**

Justin is assisting with the purchase of land adjacent to the airport that currently has building restriction line penetrations. Justin is leading the grant administration portion of the project, coordinating with the Port, the FAA and managing the DBE program.

**Olympia Regional Airport (OLM) Master Plan Update**

Justin is the Assistant Project Manager/Lead Planner for the project. Justin led the development of the forecast, aided land use planning, agency coordination, grant administration, CIP preparation, and planning for emerging technologies.

**Tacoma Narrows Airport (TIW) Landside Planning Study**

Justin served as a planner for a landside planning study developing the aviation forecast, facility requirements and alternatives for the market demand. The study included space and layouts for hangar developments, emerging technologies, and future use by eVTOL aircraft.

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## Leah Whitfield, C.M., ACE

APG

## PROFESSIONAL BIO

Leah is the majority owner of APG, which she started in early 2020 after serving as a Senior Planner and Aviation Practice Lead for a civil firm overseeing both the planning and design staff. Previously, Leah served as Airport Manager and Projects & Programs Manager at two Part 139 certificated airports in Wyoming. Leah's planning and project management experience includes on-call planning contracts and a variety of planning studies such as airport master plans, aviation system planning, regional transportation plans, airport siting studies, airport land use studies, and security projects at general aviation and commercial services airports across the country. Leah has served as project manager or assistant project manager on more than ten airport plans and as planner on more than an additional ten within the last five years. Following many planning studies Leah has led the implementation of the projects determined by the planning study. Leah has often overseen design and construction phases of the project. With experience implementing projects Leah takes an integrated approach to planning facility needs to minimize impacts to operations. Leah applies FAA and local design standards on all projects she completes ensuring that applying these standards does not result in operational issues with the aircraft utilizing the space and does not create future expansion constraints. Each study she completes requires significate coordination with stakeholders to understand their current and future needs and impacts of changes to the airport environment to their operation. Leah typically leads stakeholder engagement and develops a communications plan or engagement plan for each project. Engaging stakeholders early in the process of any project or transition is key to success.

## EDUCATION

Embry-Riddle Aeronautical University

Master of Science in Aeronautical Science, 2009

Bachelor of Science in Meteorology, 2007

Minor in Air Traffic Control, 2007

## CERTIFICATIONS

AAAE – Certified Member

AAAE – Airport Certified Employee: Operations

## MEMBERSHIPS

AAAE

ACC

TRB – AV020 Committee Chair

## RELEVANT PROJECT EXPERIENCE

### Chehalis Centralia Airport Master Plan

Project manager for this GA master plan focused on additional hangar development and aeronautical and non-aeronautical development areas with the incorporation of AAM.

### Denver International Airport On Call Planning

Project manager for this multi-year on call contract with DEN. Leah is leading a team of APG staff and expert subconsultants beginning with training DEN staff on airside planning software.

### Port of Portland On Call Planning

Project manager for this multi-year on call contract for Portland International and two general aviation airports.

### Private Client – Aerospace Innovation Center

Project manager for an aerospace innovation hub market study for a private client seeking to attract start up aviation companies that are focused on green technology. Work includes research, analysis, technical writing, and stakeholder engagement.

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## Owen Silbaugh, PE, PMP

Senior Researcher

Boston, Massachusetts

APG

### EDUCATION

Masters of Science
Civil Engineering, 2004

University of
Pittsburgh

Bachelor of Science
Civil Engineering, 2002

Carnegie Mellon
University

### CERTIFICATIONS

Professional Engineer
(MA, NH)

Project Management
Professional (PMP)

### PROFESSIONAL BIO

Owen is a senior airport engineer with more than 16 years of aviation experience as project manager, airfield designer, and field engineer. His experience includes strategic planning, quality control reviews, budget management, airfield design, pavement design, safety plans, electrical design and layout, NAVAID design and layout, and airspace evaluation.

Owen is an adjunct professor at the University of Massachusetts Lowell. He developed the graduate-level course based on the concepts of airport design and airport planning. The course included all aspects of project delivery from planning to closeout including airport planning and airport design.

Owen has a spent over seven (7) years as a field engineer providing construction oversight for runway and taxiway projects that include the installation of airfield lighting systems, electrical vaults, constant-current regulators, communication systems, and navigational aids. He assisted airports with the electrifying airports during phased construction and troubleshooting electrical issues.

Owen is active with two groups that are focused on accessibility and inclusion including an employee resource group and technology advisory group.

### RELEVANT PROJECT EXPERIENCE

**Construct Parallel Taxiway and NAVAID Project, Northeast Kingdom International Airport, Newport, Vermont**

Working with a team of engineers, Owen was the project manager for the design of a new parallel taxiway and associated runway navigational aids. The project included new pavement geometry, taxiway lighting, guidance signs, electrical vault, wind cone, runway end identifier lights, stormwater drainage, pavement design, and pavement markings.

**Reconstruct Runway 11-29, Harriman-and-West Airport, North Adams, Massachusetts**

Owen led a team of engineers and subconsultants to assist with the redesign and reconstruction of Runway 11-29 and associated taxiways. The project included pavement design, runway lighting, guidance signs, new electrical vault, pilot communication systems, lighted wind cone, and unsuitable soil remediation. This was a challenging environment due to existing groundwater and poor soils which caused the existing edge lighting to heave out of the ground. Advanced design of the soils surrounding and beneath each stake mounted light help to alleviate this heaving over the past 10 years.

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AIRPORT PLANNING SERVICES

# BILL TOMCICH


| | | |
|---|---|---|
| 108 Castle View Drive | Bill@TomcichTravel.com | Office: (970) 927-4612 |
| Basalt, CO 81621 | | Mobile: (970) 471-0320 |


## EXPERIENCE

**AIRPLANNERS, INC,** Basalt, CO **2018-Present**

Managing Partner & Air Service Development Consultant. Having exclusively handled air service development and maintenance for the Aspen / Pitkin County Airport (ASE) since 1995 as part of employment agreements with Aspen Skiing Company and Stay Aspen Snowmass, a contractual arrangement was formalized with a group called Fly Aspen Snowmass in 2018 to continue that role. In 2020, Tomcich became a partner with Airplanners, Inc. serving clients across five western states. In addition to ASE, current airport clients include:

- Gunnison / Crested Butte Regional Airport, CO (GUC)
- Lea County Reginal Airport, Hobbs, NM (HOB)
- Angel Fire Airport, Angel Fire, NM (AXX)
- Mammoth Yosemite Airport, Mammoth Lakes, CA (MMH)
- Eastern Sierra Regional Airport, Bishop, CA (BIH)
- Elko Regional Airport, Elko, NV (EKO)
- Yakima Air Terminal, Yakima, WA (YKM)

**STAY ASPEN SNOWMASS,** Aspen, CO **1998-2018**

President, Stay Aspen Snowmass, Inc. Oversaw the merger between Aspen Central Reservations and Snowmass Central Reservations to create Stay Aspen Snowmass (SAS) and ran the business, which functioned like an inbound tour operator, for twenty years while concurrently serving the role of community liaison and air service development expert for ASE and the airlines that served it. Facilitated the transition of SAS from a shareholder owned reservations and travel service to one that became wholly owned and operated by Aspen Skiing Company in 2018.

**ASPEN SKIING COMPANY,** Aspen, CO **1995-1998**

Managing Director, Travel Services. Hired to manage the resort's air service efforts during a crisis in the wake of ASE having lost all commercial flights between Denver and Aspen previously operated by Continental Express after Continental shut down their DEN hub.

**VAIL ASSOCIATES, INC.,** Vail, CO **1989-1995**

Air Transportation Manager, Vail Associates, Inc. Developed the initial direct flight program into the Eagle County Regional Airport (EGE), including recruiting Delta, Northwest and United Airlines into this emerging mountain gateway that would become one of the busiest mountain resort airports in the world.
Travel Agency Manager, Beaver Creek Resort Travel
Reservations Sales Agent / Airline Sales Specialist, Vail Beaver Creek Reservations

## EDUCATION

BA, Business Administration and Marketing
James Madison University, Harrisonburg, VA

AIRPLANNERS

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# MATT SKINNER

(970) 729-2199
matt@globalflightsolutions.com
PO Box 824 / Telluride, CO 81435

Executive Leadership / Economic Development & Sustainability / Air Development & Management
Public/Private Partnership / Strategic Planning / Cultural Sustainability / Sales & Marketing

## PERSONAL PROFILE



Dynamic leader with extensive experience in public and private sectors. Global view and long-term vision with proven results. Popular and effective manager; partnership and consensus builder. Equal hand at policy, data and creativity, with broad skill blend yielding consistent success.

## WORK EXPERIENCE

**PRESENT**
**11 / 2012**

### PRINCIPAL
Global Flights/Airplanners

### CEO
Colorado Flights Alliance / Western Colorado

Plan, execute and manage commercial air programs for communities, airports and stakeholders, including strategic development, partnerships, funding and marketing, leading efforts to create vital and sustainable economies.

- Economic development and sustainability for expansive and diverse regions
- Short and long-range planning, including airlines, airports,communities, amenities, assets and stakeholders
- Public/Private partnership with governing municipalities, counties, resorts and other private entities
- Public/Private funding, including short and long-termstrategies for sustainability and growth
- Domestic and International Marketing, Public Relations, Sales and Guest Services
- Record Setting Air Service
- Record Setting Tax Revenues
- Inaugural and Recovered Air Service
- Consistent Record of Success

AIRPLANNERS

## VOLUNTEER EXPERIENCE

Governor's Emergency Economic Council
Tourism Committee
2020

Colorado Tourism Office
Board of Directors
2013 – 2019, Chair 2017 & 2018

Region 10 Comprehensive Economic Development Strategy (CEDS) Committee
2013 – present

Telluride Regional Airport
Board of Directors
2013 – present

Colorado Flights Alliance
Board of Directors
2007 – 2009, 2010 – 2012

Telluride Tourism Board
Board of Directors
2007 – 2009, 2010 – 2012

Durango Area Tourism Office
Board of Directors
2003 – 2006, Chairman 2006

Durango Air Task Force/Destination Durango
2004 – 2006

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## WORK EXPERIENCE

2012
2010

### VICE PRESIDENT OF SALES & MARKETING

Telluride Ski & Golf / Telluride, CO

2009
2006

Responsible for resort brands and comprehensive resort revenues.

- Evolution, integration and continued establishment of resort brands, external and internal
- Revenue management, including gross revenues, product creation, pricing and yield management
- International and domestic sales, marketing, communications, CRM and partnerships
- Ski & Golf Club, Lodging (launched) and Retail divisions
- Set records for visits and revenue during tenure, showing 17% growth including recession
- Helped lead Telluride to #1 ranking in *Conde Nast* and #5 in *Ski* Magazine for North American Resorts
- Three-time winner Best Overall Marketing from National Ski Areas Association
- *Director of Marketing*, 2006–2007

2010
2009

### DIRECTOR OF MARKETING

Bonnier Mountain Group / Boulder, CO

Managed and integrated brands across all programs and events for *Ski* Magazine, *Skiing* Magazine, Warren Miller and NASTAR.

- Marketing, sales and public relations campaigns, events and multi-media platforms
- New business development, solutions for advertisers and partners across multiple brands
- Redeveloped internal brand, including company advertising and marketing, circulation marketing, PR and digital
- Development, analysis and application of syndicated, primary and competitive research

2006
2002

### DIRECTOR OF MARKETING

Purgatory Resort / Durango, CO

Managed resort brand and all marketing programs, including advertising, PR, digital, CRM, product creation and pricing, sponsorships, promotions and events.

- Campaign for passage of new resort Master Plan by public referendum, creating a long-term, sustainable future for the resort base area and mountain services.
- Growth of skier days by 13% and revenue by 20%
- *Communications Director*, 2002–2003

## EXPERTISE+SKILLS

- Leadership
- Strategy
- Marketing
- Budgeting
- Policy
- Data
- Creativity

## EDUCATION

**Master of Fine Arts**
*Creative Writing*
*University of Montana*

**Bachelor of Arts**
*Philosophy & History*
*Santa Clara University*

## REFERENCES

**Bill Rock**
SVP – Vail Resorts, Mountain Division
**P** (530) 448-0837
**E** billrock65@yahoo.com

**Kathy Hagan**
CEO - Karsh Hagan
**P** (303) 503-8703
**E** khagan@karsh.com

**Dave Riley**
COO – Sunshine Village Resort, CA
**P** (403) 431-1292
**E** daveriley2050@gmail.com

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AIRPLANNERS

## Arlene M. Dodds

**Director, Corporate Secretary**

**Executive Vice President, Business Development**

arlene.dodds@immortaldata.net

301-802-3178




- Top Secret Clearance (Active) TS/PPR/SCI-eligible
- Certified capture manager (Shipley, Northrop Grumman) proposal manager (APMP) and competitive intelligence professional (SCIP); Certified Program Manager (AISE, NCR, Northrop Grumman) with systems engineering perspective (CMU, INCOSE)
- Proven success record in Federal, Defense, and Intelligence Markets, leading teams responsible for winning programs ranging from $37.5M to $2.5B.
- Proven Leader overseeing unit stand-up and expansion to meet large-scale program demands
- Proficient at leading geographically dispersed virtual teams. Creates methods of collaboration to bridge virtual office anomalies. Drives operational excellence.

Arlene Dodds is a strategist with 35 years of experience leading business development initiatives to construct solution-focused programs that serve customers and other stakeholders. She is a certified executive capture leader, corporate focus program manager, and competitive intelligence professional. Her approach involves building a cohesive solution that includes perspectives from engineering disciplines, operations, information technology, cyber security and functional areas such as strategic sourcing, contracts and pricing.

Her direct government contracting experience spans two decades with Tier 1 contractors including Northrop Grumman and Lockheed Martin.

Prior to supporting government programs, Ms. Dodds directed commercial programs, especially unit stand-up and expansion to meet performance demands for large-scale technical and industrial (steel/rail) modernization programs. Her professional history includes responsibility for automation program performance and budgets in the commercial transportation market where she oversaw multiple programs individually valued at 100M (light rail) and 60.4M (heavy rail), and ensured performance IAW US Federal and nation-specific technical and security regulations.

IMMORTAL DATA

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# SUNIL AHUJA

*1668 W. Glendale Avenue, #523, Phoenix, AZ 85260. Phone: (480) 678-1296 E-mail: sunil.ahuja@immortaldata.net*

SENIOR PROJECT and CLIENT RELATIONS MANAGER

- Accomplished project manager with strong record of successful ERP system implementations and turnarounds.
- Business experience includes management consulting, project and line management with multi-national corporations and technology venture companies, in the United States and India.

## PROFESSIONAL EXPERIENCE

IMMORTAL DATA INC., Leesburg, VA 2010 – Present

Chief Operating Officer and Vice President, Operations

- IDI is startup venture developing data acquisition and black boxes for spacecraft.

INTEGRAL TRANSFORMATION SYSTEMS, Scottsdale, AZ 2001 to Present

Owner/President

Independent personal and leadership development consulting, training and coaching company

- As an Executive Leadership Development Coach, use Integral and development models to assess and develop client's leadership capacity in systemic thinking and emotional intelligence.

DELOITTE & TOUCHE, Phoenix, AZ *2000 to 2001*

Manager, Management Solutions and Services (J. D. Edwards Practice)

Project management and client relations for Deloitte's J.D, Edwards' ERP implementation practice.

*Major Contributions*

- Initiated expansion of practice into new Professional Services Automation sector, resulting in the Phoenix office's first successful implementation of a PSA software selection project.

J.D. EDWARDS WORLD SOLUTIONS CO., Denver, CO *1998 to 2000*

Client Manager/ Manufacturing Area Specialist

Project management/supervision for multiple EnterpriseOne ERP system implementations; business development.

## EDUCATION

Master of Science in Industrial Administration, Carnegie-Mellon University, Pittsburgh, Pennsylvania

Post-Graduate Diploma in Management (MBA), Indian Institute of Management, Calcutta, India

Bachelor of Technology, with Honors, in Electrical Engineering, Indian Institute of Technology, Kharagpur, India

IMMORTAL DATA

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**Warren Scott Massey**
**Information Technology Professional**
Phone: 571-274-0396
Warren.S.Massey@Gmail.Com

Biographical Summary

Warren Massey is responsible for Security and Safety at IDI.

Warren began his IT career in the mid 90's while in the Army. His talent with technology and his leadership ability was noticed by the Deputy Commanding General and he was specifically requested to be assigned to the US Army Special Operations Command. His assignment was to help establish then lead the IT department of a major subordinate command.

His next assignment was with the US Army Human Resources Command. While assigned there he held two different positions. The first was as the Technical Director of the Army's largest records and document management system. A major accomplishment of that position was the transition of tens of millions of records from optical storage to a Storage Area Network which increased transaction processing nearly 1000%. The second position was as the Information Assurance Officer for the command (cyber-security). Warren transformed that organization from one that "checked boxes" to one that actively managed and trained a campus of several thousand users on both classified and unclassified networks. He and his security team were recognized by the Army with an award for the best security team from within the active Army, Army Reserve and National Guard.

Warren continued to take the hardest IT assignments during his military career serving in a variety of positions to include Chief of Information Management, Chief of Information Security (twice), IT Contracting Officer Representative, and Technical Director of the world's largest ERP effort.

Upon retirement from military service Warren began worked for Triple Canopy as the Senior Director of IT. While at Triple Canopy, an international company with sites on four continents, he led the implementation of several major efforts to include infrastructure virtualization, private cloud, business continuity, home office joint venture support and software as a service. Warren supported operations in some of the most hostile, austere environments around the globe. His efforts at transforming Triple Canopy's IT directly, positively, impacted contract awards.

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**Chad T. Snoke, PS**
Chief Aeronautical Surveyor
Geopro Consultants, LLC

**Summary:**
18 years of experience

**Education:**
Bachelor of Science
Geomatics Engineering, Ohio State University 2002

**Professional Registration**
Professional Surveyor
Licensed in Ohio and Pennsylvania

Certified by Federal Aviation Administration (FAA) to performed aeronautical surveys to Advisory Circular A Standards (IDLE)

Mr. Snoke is the Vice President of Geopro Consultants and is responsible for daily management and coordination of survey operations. He has extensive experience working on a wide variety of aeronautical geospatial projects including GIS asset inventories, geodetic control establishment including airport PACS & SACS, photogrammetric mapping, remote sensing, and LIDAR. He is a licensed land surveyor in both Ohio and Pennsylvania. Mr. Snoke also holds an FAA IDLE Certificate for his understanding of FAA Advisory Circular standards and FAA aeronautical surveying standards.

Mr. Snoke has overseen the completion of over 300 airport geospatial projects throughout the world. Mr. Snoke specializes in the performance of aeronautical surveys and has an expert understanding of the FAA Advisory Circulars 150/5300-16, 17 and 18 and ICAO Annex 14 and 15.

**Representative Project Experience**

**Detroit Metro Airport (DTW): Airfield Lights and Sign Mapping at Night (2019):** In 2018, Geopro performed an inventory of airfield lights and signs at Detroit Metro Airport (DTW), the nineteenth busiest airport in the United States. The project presented unique challenges, since DTW has six runways and thousands of lights, many of which are embedded in the airfield pavement, and difficult to see in traditional imagery. Geopro developed an innovative approach to mapping the features, using both traditional “day-light” imagery, as well as night-time “low-light imagery.” By coordinating closely with the air traffic control tower, Geopro scheduled nighttime acquisition with airfield lights turned to maximum brightness. The low-light imagery enabled detection of in pavement lights, and also a determination of light colors. Geopro photogrammetrists used this innovative approach to map the locations of over 10,000 airport lights and signs with a horizontal accuracy of 3 inches.

**Detroit Metro Airport (DTW): FAA Airports GIS Obstruction Survey – Detroit, Michigan (2018):** Requiring a multi-discipline approach including ground-based surveying, aerial photogrammetry, and GIS - this project was completed in early 2018 and required the GIS collection of more than 10,000 features at the 25$^{th}$ busiest airport in the nation. Necessitating elaborate safety procedures, difficult scheduling, and a demanding work environment, this project was completed successfully to the rigorous standards of the FAA and NGS and without a single safety incident. The final deliverables included an ESRI geodatabase of all features, orthophotography, and a final surveyors report. The aerial mapping was conducted in accordance with FAA Advisory circulars 150-5300-16A, 17C, and 18B. The deliverables were successfully submitted and approved through the FAA’ s AGIS website.

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**Chad T. Snoke, PS**

**Geodetic Control Establishment at Three Michigan Airports (2017):** Geopro Consultants was selected to lead the simultaneous establishment of Primary and Secondary Airport control Stations (PACS & SACS) at three airports in central Michigan. Geopro crews utilized the standards of FAA Advisory Circular 150/5300-16A to develop a geodetic control plan, establish the physical monuments, process, and report the new control stations. The project data was uploaded to the FAA AGIS website, reviewed, and approved by the National Geodetic Survey, resulting in ten new high-accuracy monuments being published in the National Spatial Reference System (NSRS) database.

**ICAO Annex 14 Obstruction Mapping of Eight Swedish Airports (2016-2017)**
In 2016, Geopro was selected as part of an international team of airport geospatial experts to perform obstruction mapping and GIS data collection at multiple airports throughout Sweden. The data capture process began with photogrammetric mapping into a GIS database utilizing nationwide imagery captured by Lantmäteriet (National Land Survey of Sweden). The existing imagery allowed Geopro to cost-effectively perform a comprehensive collection of obstacle points, before a team member ever visited Sweden. Next, accompanied by French procedure designers, Geopro deployed an airport obstacle measurement specialists to inventory airside features and locate obstacles using ground-based laser measurement techniques.
In 2017 and 2018, Geopro mapped obstacles at eight different Swedish airports, including Stockholm-Arlanda Airport, Gothenburg-Landvetter Airport, Kiruna Airport, Malmö Sturup Airport, Östersund Airport, Umeå Airport, Stockholm-Bromma Airport, Visby Airport.

**Kenai Municipal Airport (ENA): Airport GIS Layout Plan Mapping – Kenai, Alaska (2014)**
Geopro Consultants was the project lead on this AGIS mapping project conducted in support of Master Plan update at ENA. The ALP project required ground-based surveying of high-accuracy features, such as navigational-aids and runway ends points, and imagery-based analysis of over 26,000 acres for obstruction identification. The project was completed through the FAA's AGIS website with all deliverables approved on first submission.

**Los Angeles International Airport (LAX): Interior Space Survey – Los Angeles, California (2014).**
Geopro Consultants provide geodetic control establishment services in support of a 3D mobile-mapping and interior space asset assessment. Geopro crews conducted a high-accuracy, closed-loop traverse to establish sixty-nine geodetic control points distributed throughout three levels of the Tom Bradley International Terminal and four levels of Terminal Three at the Los Angeles International Airport. Our high-accuracy data formed the basis of LAX's geographic information system at the second busiest airport in the United States.

**City of Dayton Street Light GIS Inventory (2016):**
Geopro Consultants was selected to complete a geospatial asset inventory of light poles within the City of Dayton, Ohio. During the six-month project, Geopro deployed GIS data collection crews to scour the fifty-six square miles within City limits to capture twenty-thousand features. Our crews located each pole using centimeter-level Global Navigation Satellite System (GNSS) measurements, tied directly to the National Spatial Reference System (NSRS) via Ohio's Virtual Refence Station (VRS) Network. All streetlights were measured in 3D, to obtain high accuracy XYZ spatial coordinates. Our staff also measured the height and arm length of each pole, and documented attributes including lens and bulb type, wattage, and applied or repaired unique identifier labels to each. Finally, Geopro developers implemented a unique "street view" module to assist in quality control, that allowed office personnel to visually inspect poles based on the captured latitude and longitude and executed through the Google Maps API.

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NAME: **Randal Wiedemann**

POSITION AND FIRM: ***President,*** **R.A. Wiedemann & Associates, Inc.**

PROFESSIONAL REGISTRATION: N/A

YEARS WITH R.A. WIEDEMANN & ASSOCIATES: 33

TOTAL PROFESSIONAL EXPERIENCE (YEARS): 47



**EDUCATION:**

B.S. / University of Colorado / Marketing / 1975
M.B.A. / University of Cincinnati / Masters of Business Administration / 1979

**PROJECT ROLE:**

Principal Consultant

**PUBLICATIONS & PROFESSIONAL AFFILIATIONS:**

Member AAAE, AOPA

**DIGEST SUMMARY OF EXPERIENCE:**

As President of R.A. Wiedemann & Associates, Randal Wiedemann brings over 47 years of airport planning experience to the firm's profile. Mr. Wiedemann concentrates his efforts in physical and economic planning areas with emphasis on airport business plans, knowledge management software, economic impact analysis, feasibility studies, airport master planning, airline service and marketing programs, financial plans, military joint use and reuse studies, air cargo studies, airport management services, and environmental assessments.

Mr. Wiedemann is one of the most experienced airport business planners in the nation, participating in the development of more than 95 airport business and marketing plans since 2000. Both general aviation and air carrier airports have been included in the list of successful business planning projects. Examples include Lee's Summit (MO), Lakeland Linder Regional (FL), Redlands (CA), Treasure Coast International (FL), Westover Airport (MA), Denton (TX), Hondo (TX), South Texas International (Edinburg, TX), Civil Air Terminal (DE), Plattsburgh (NY), New Braunfels (TX), Fort Smith (AR), Rutland (VT), Adirondack (NY), New Castle (DE), Delaware Coastal Airport (DE), Morehead (KY), Genesee County (NY), Oswego County (NY), Montpelier (VT), Palo Alto (CA), East Hampton (NY), Mid-Ohio Valley Regional (WV), Brookhaven, (NY), Millington (TN), Denton (TX), Suffolk County (NY), Maury County (TN), Rogers (AR), Canandaigua (NY), Bennington (VT), Decatur (IL), Galveston (TX), Somerset (KY), and many others.

Mr. Wiedemann is also highly experienced in airport master planning, participating in more than 100 airport master plans since 1975. Mr. Wiedemann recently finished directing the Sugar Land Regional Airport Master Plan, and has had leading roles in master plans for Orlando-Sanford International (FL), South Texas International (TX), New Braunfels (TX), Lakeland (FL), and Treasure Coast (FL). He has participated in completed studies for Dickinson (ND), Cleveland (TN), Ashtabula County (OH), Buffalo International (NY), Farmingdale-Republic Airport (NY), Delaware Airpark (DE), Ft. Smith (AR), Charlottesville (VA), Manchester (NH), and many others. Seeing a deficiency in conventional airport master planning studies, Mr. Wiedemann developed a new strategic approach that combined his extensive airport business planning experience with airport master planning methods. The resulting plans include a strategic focus on facilities and services that can enhance revenues, including a market analysis for highest and best use of non-aviation airport real estate.

Mr. Wiedemann received his Bachelor of Science degree in Marketing from the University of Colorado (1975) and his Master of Business Administration (M.B.A.) degree from the University of Cincinnati (1979). In addition, Mr. Wiedemann served on the faculty at Northern Kentucky University where he taught evening classes relating to aviation. Mr. Wiedemann holds a Part 107 UAS Remote Pilots License issued by the FAA. He has also been a certified 5010 airport safety inspector since 2004.

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**Project** **Date**

## SCHEDULE OF FEES AND CONTRACT CONDITIONS

| | **Hourly Rate** |
|---|---|
| Senior Principal | $240.00 |
| Principals/Director II | $220.00 |
| Principals/Director I | $220.00 |
| Senior Project Manager IV | $230.00 |
| Senior Project Manager III | $210.00 |
| Senior Project Manager II | $200.00 |
| Senior Project Manager I | $180.00 |
| MEP Sr. Design Engineer | $175.00 |
| Project Manager II | $160.00 |
| Project Manager I | $150.00 |
| Senior Project Engineer II | $140.00 |
| Senior Project Engineer I | $135.00 |
| Project Engineer II | $130.00 |
| Project Engineer I | $125.00 |
| Environmental Scientists/Field Naturalist | $120.00 |
| Construction Inspector | $135.00 |
| Landscape Architect | $135.00 |
| Landscape Designer/Planner | $105.00 |
| Staff Engineer II | $115.00 |
| Staff Engineer I | $100.00 |
| Senior Designer II | $130.00 |
| Senior Designer I | $110.00 |
| Designers/Technicians | $90.00 |
| Registered Land Surveyors | $165.00 |
| Survey Party Chief | $125.00 |
| Survey Technicians | $ 95.00 |
| One-Person Survey Crew | $140.00 |
| Two-Person Survey Crew | $190.00 |
| Three-Person Survey Crew | $270.00 |
| Administrative Support | $ 90.00 |

**Notes:**

1. **Expert Witness Assistance will be quoted separately.**
2. **DuBois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.**
3. **Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1 & 1/2) times the appropriate hourly rate as detailed above**.

**REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:**

1. **Transportation and subsistence expenses incurred.**
2. **Shipping charges and insurance for hardware, samples, field test equipment, etc.**
3. **Long distance telephone calls, telegrams and cables.**
4. **Transportation to and from jobs.**
   a. **Internal Revenue Service standard mileage reimbursement rate for business travel.**
   b. **The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.**
5. **Reproduction of drawings, reports, and documents and photographs for project records.**
6. **Direct materials.**

**HR6(05.24)**

23-24-055
Airport Consultant –
Planning,
Administrative,
Professional
Services

# ATTACHMENT A

# TASK ORDER TEMPLATE

# CITY OF LAS CRUCES

## TASK ORDER NO. X

## 23-24-055 AIRPORT CONSULTANT – PLANNING, ADMINISTRATIVE, PROFESSIONAL SERVICES

## PROJECT NAME

---

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. 23-24-055 dated Month Day, 20___ between the CITY and DuBois & King Inc., CONTRACTOR, as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY's RFP No. 23-24-055 and CONTRACTOR's proposal as set forth in ATTACHMENT A attached hereto.

2. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the CONTRACTOR.

3. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $dollars.cents. Invoices issued by the CONTRACTOR shall be made monthly with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

DUBOIS & KING, INC.

By: _____
Signature Date

_____
Print Name and Title

Requisition No. XXXXXXXX

CITY OF LAS CRUCES

By: _____
Signature Date

Alicia Hernandez, Purchasing Manager
RECOMMENDED BY:

By: _____
Signature Date

Andy Hume, Airport Administrator

# ATTACHMENT A

(This is where the consultant's description of tasks to be completed and fee schedule will be attached as part of this task order)

# City Council Action and Executive Summary

**3081; Council Bill 25-010**

**Type of Action:**
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A | | |
| **1st Reading:** | August 5, 2024 | **Adopted:** | August 19, 2024 |
| **Drafter:** | John Castillo | **Department:** | Community Development |
| **Program:** | Community Planning | **Line of Business:** | Community Planning |

**Title:** **AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (RURAL AGRICULTURAL, 1981 ZONING CODE) TO C-3 (COMMERCIAL HIGH INTENSITY). THE SUBJECT PROPERTIES ENCOMPASSING 1.89 ± ACRES IS LOCATED AT 3098 E UNIVERSITY AVENUE. THE ZONE CHANGE REQUEST SEEKS TO BRING A PORTION OF THE PROPOSED TRACT OF LAND INTO COMPLIANCE WITH THE 2001 ZONING CODE, AS AMENDED.**

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

**PURPOSE(S) OF ACTION:**
Zone Change

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**
The City Council is required to review and take final action on zone changes per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant is requesting a zone change from A-2 (Rural Agricultural, 1981 Zoning Code) to C-3 (Commercial High Intensity) for a non-residentially developed portion of a parcel of land located at 3098 E University Avenue. The purpose for the proposed zone change is to bring a 1.89 ± acre portion of the parcel into compliance with the 2001 Zoning Code, as amended so the developed gas station with convenience store can operate within all City and State regulations.

The property is zoned A-2 which allows farming, open space and agricultural related land uses within a legacy and defunct zoning district (1981 Zoning Code). The proposed zone change to C-3 will allow for the developed 1.89 ± acre portion of the parcel to come into compliance with the 2001 Zoning Code and the C-3 district development standards for a recently constructed gas station on New Mexico State University property.

The proposed zone change is consistent with the intent and purpose of Elevate Las Cruces Comprehensive Plan through several Goals, Policies, and Actions. University Avenue and Las Alturas Drive are classified as arterial roadways in Elevate Las Cruces' Future Thoroughfare Map and the Mesilla Valley MPO Future Thoroughfare Plan which support commercial development. The subject property is also located within a Proposed Town Center Place Type, referred to as Aggie Uptown, as indicated by the Future Development Map. The Town Center Place Type Overlay includes a mix of residential and non-residential land uses that collectively create a vibrant and walkable activity center. The proposed zone change is also adjacent to Mix-

Use Corridors that run along Telshor Boulevard and University Avenue which support and transition to the Town Center Place Type.

On May 28, 2024 the Planning and Zoning Commission (P&Z), per Section 38-10 B. 2. B. of the 2001 Zoning Code, as amended, made a motion to remove the item from the consent agenda. During the meeting the Commission had some questions and requested clarification regarding how the gas station was able to be developed without the zone change occurring first and how some policies, goals, and actions of Elevate Las Cruces may not have been suitable for the use. The P&Z recommended approval of the proposed zone change by a vote of 4-1-0 (Two Commissioners Seat Vacant) based on the following findings, also reflected in Exhibit "B":

- The zone change request will allow for the attraction and retention of businesses.
- The proposed zone change will bring the property into compliance with all development standards of the 2001 Zoning Code, as amended (Section 38-32.D).
- The subject property is located along a principal arterial roadway where C-3 zoning is recommended (2001 Zoning Code, Section 38-32.D)
- Based on staff's analysis of the proposed zone change, the request meets the purpose and intent and is supported by Elevate Las Cruces Comprehensive Plan as it is located within a proposed Town Center Place Type.
- The proposed zone change meets the purpose and intent of the 2001 Zoning Code, as amended and fulfills the purpose of the Las Cruces Municipal Code (Section 38-2, Section 2-382).

The case was publicly noticed in accordance with the City's notification provisions, staff received comments as to how this development did not follow the intent of the proposed Town Center as outlined in Elevate Las Cruces Comprehensive Plan.

**SUPPORT INFORMATION:**

Exhibit "A" - Site Plan
Exhibit "B" - FINDINGS
Attachment "A" - 24ZO0500052 Staff Report
Attachment "B" - 05-28-24 PNZ Minutes (Draft)

**PLAN(S):**

Elevate Las Cruces

**COMMITTEE/BOARD REVIEW:**

P&Z

**DOES THIS AMEND THE BUDGET?:**

☐ Yes
☒ No

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

☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes
☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes", this will approve the Ordinance and affirm the P&Z recommendation for approval.

2. Vote "No", this will deny the Ordinance and reject the recommendation made by P&Z.
3. Vote to "Amend", this could allow City Council to modify the Ordinance by adding conditions as determined appropriate.
4. Vote to "Table", this could allow City Council to table/postpone the Ordinance and direct staff accordingly.

**ORDINANCE 3081; COUNCIL BILL 25-010**

**AN ORDINANCE APPROVING A ZONE CHANGE FROM A-2 (RURAL AGRICULTURAL, 1981 ZONING CODE) TO C-3 (COMMERCIAL HIGH INTENSITY). THE SUBJECT PROPERTIES ENCOMPASSING 1.89 ± ACRES IS LOCATED AT 3098 E UNIVERSITY AVENUE. THE ZONE CHANGE REQUEST SEEKS TO BRING A PORTION OF THE PROPOSED TRACT OF LAND INTO COMPLIANCE WITH THE 2001 ZONING CODE, AS AMENDED.**

The City Council is informed that:

**WHEREAS**, Maverik C-Store, representative, has submitted a request for a zone change from A-2 (Rural Agricultural, 1981 Zoning Code) to C-3 (Commercial High Intensity) for 3098 E University Ave.; and

**WHEREAS**, the proposed C-3 zoning designation will allow for the a portion of a tract of land with a commercial building to operate in compliance with City and State regulations and bring the property into compliance with the 2001 Zoning Code as amended; and

**WHEREAS**, the proposed zone change is supported by Elevate Las Cruces Comprehensive Plan by promoting economic growth within the city through the development of a Town Center to create a vibrant and walkable activity center that supports institutional, cultural, employment, shopping and entertainment uses; and

**WHEREAS**, the Planning and Zoning Commission, after conducting a public hearing on May 28, 2024, recommended that said zone change request be approved by a vote of 4-1-0 (Two Commissioner seats vacant).

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

**(I)**

**THAT** the land, as reflected in Exhibit “A”, attached hereto and made part of this Ordinance, is hereby zoned C-3 (Commercial High Intensity).

**(II)**

**THAT** the zoning is based on the findings contained in Exhibit “B”, attached hereto and made part of this Ordinance.

**(III)**

**THAT** the zoning of said property be shown accordingly on the City Zoning Atlas.

**(IV)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

# EXHIBIT "A"

# ALTA/NSPS LAND TITLE SURVEY

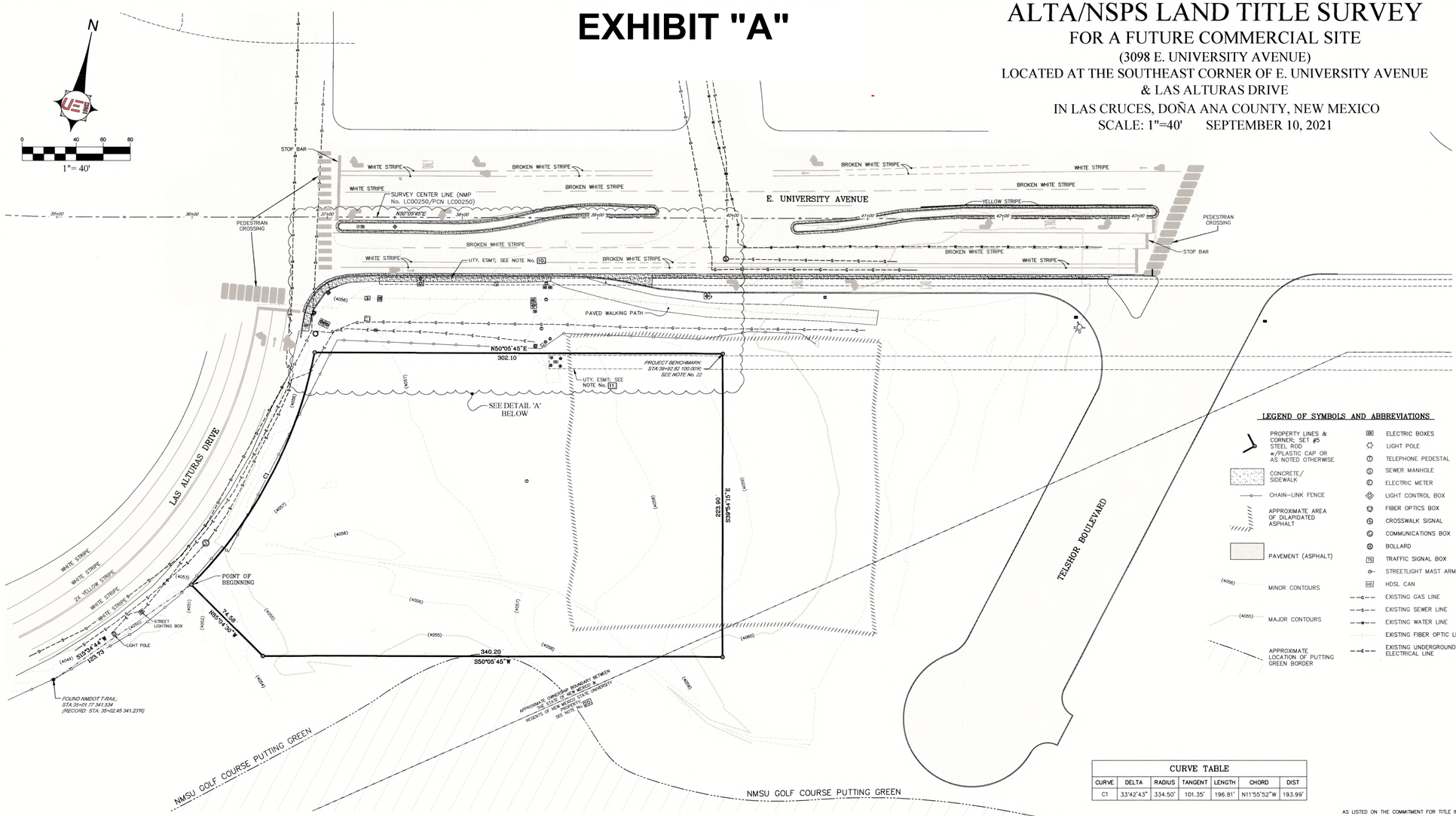
## FOR A FUTURE COMMERCIAL SITE

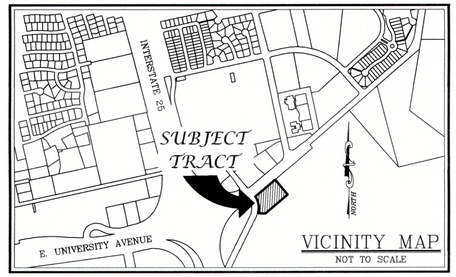
(3098 E. UNIVERSITY AVENUE)

LOCATED AT THE SOUTHEAST CORNER OF E. UNIVERSITY AVENUE & LAS ALTURAS DRIVE

IN LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO

SCALE: 1"=40' SEPTEMBER 10, 2021




**NEW MEXICO STATE UNIVERSITY**
**BOARD OF REGENTS**
**1780 E. UNIVERSITY**
**LAS CRUCES, NM 88003**

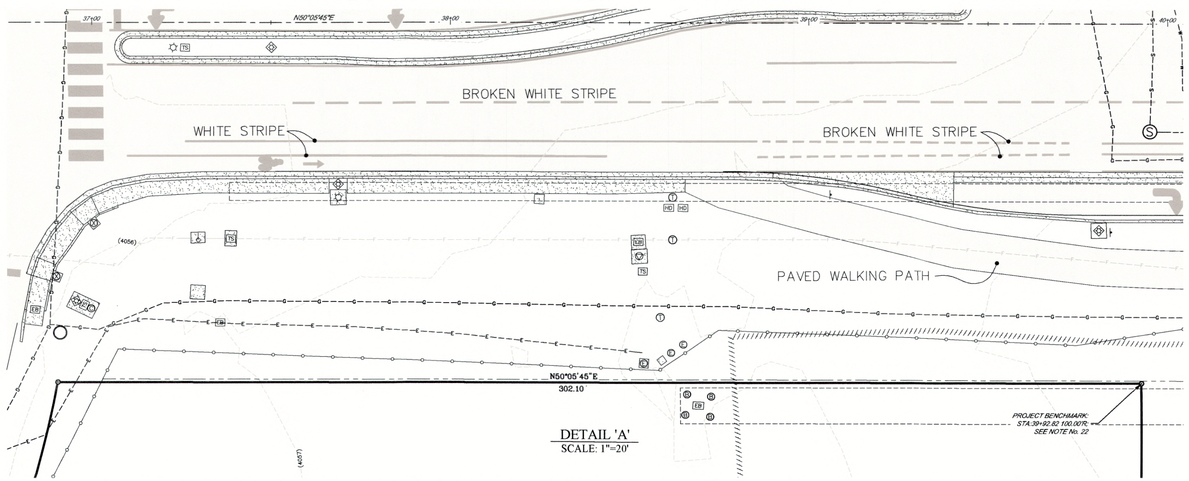
### SURVEYOR'S NOTES:

1. THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.
2. THE DONA ANA COUNTY GIS MAP (gis.donaanacounty.org/maps/) SHOWS THIS PROPERTY TO HAVE AN ADDRESS OF 3098 E. UNIVERSITY AVENUE.
3. THERE ARE NO OTHER VISIBLE ABOVE-GROUND UTILITIES THAN THE GAS METERS, LIGHT POLES, WATER LINES, SEWER LINES, GAS LINES, MANHOLES, AND OTHER UTILITIES AS SHOWN HEREON.
4. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES OF WHICH THE SURVEYOR HAS BEEN MADE AWARE.
5. EXCEPT AS INCLUDED IN THE NOTES AND SHOWN ON THE SURVEY, THERE ARE NO VISIBLE EASEMENTS OR RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS BEEN ADVISED.
6. OTHER THAN SHOWN HEREON THE LOCATION OF UNDERGROUND UTILITIES, IF ANY, ARE UNDETERMINED; THE SURVEYOR WAS PROVIDED WITH UNDERGROUND PLANS. SURFACE GROUND MARKINGS AND IMAGES PROVIDED BY THE CITY OF LAS CRUCES JOINT UTILITIES DEPARMENT WERE USED TO DETERMINE THE LOCATION OF THE SUBTERRANEAN UTILITIES.
7. ONLY OBSERVED ABOVE-GROUND APPURTENANCES FOR GAS, ELECTRIC, SANITARY SEWER, AND WATER LINES AND/OR SERVICE LINES ARE SHOWN FOR THIS PROPERTY WITHIN THE BOUNDARY SHOWN ON THIS SURVEY.
8. THERE IS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. BASIS OF BEARING IS FROM CARDINAL NORTH USING A TRIMBLE GPS SURVEYING EQUIPMENT. ALL PROPERTY BEARINGS AND DISTANCES ARE FIELD BEARINGS AND DISTANCES AS DETERMINED PER RIGHT-OF-WAY MAPS FOR NMP #LC00250/PCN LC00250 PREPARED BY BOHANNAN HUSTON DATED JULY 15, 2018.
10. SEE TITLE COMMITMENT EXCEPTION No. 10. THE LOCATION OF THIS 5-FOOT WIDE EASEMENT IS APPROXIMATE AS THERE ARE NO DIMENSIONS PROVIDED IN THE RECORD DOCUMENT. IT IS SHOWN ONLY GRAPHICALLY FOR ORIENTATION. THIS EASEMENT LIES OUTSIDE OF THE SUBJECT TRACT.
11. SEE TITLE COMMITMENT EXCEPTION No. 11. THE LOCATION OF THIS 10-FOOT WIDE EASEMENT IS APPROXIMATE AS THERE ARE NO DIMENSIONS PROVIDED IN THE RECORD DOCUMENT. IT IS SHOWN ONLY GRAPHICALLY FOR ORIENTATION.
12. SEE TITLE COMMITMENT EXCEPTION No. 12. THE LOCATION OF THIS PUBLIC ACCESS EASEMENT IS OUTSIDE OF THE SUBJECT TRACT. IT IS LOCATED APPROXIMATELY 2500 FEET SOUTH. IT IS NOT SHOWN ON THIS PLAT.
13. SEE TITLE COMMITMENT EXCEPTION No. 13. THE LOCATION OF THIS 6-FOOT WIDE EASEMENT IS UNDETERMINED. THE RECORD DOCUMENT IS ILLEGIBLE. THIS EASEMENT IS NOT SHOWN ON THIS PLAT.
14. SEE TITLE COMMITMENT EXCEPTION No. 14. THE LOCATION OF THESE EASEMENTS ARE OUTSIDE THE SUBJECT TRACT. THEY ARE NOT SHOWN ON THIS PLAT.
15. EXCEPT AS SHOWN, ALL UTILITIES SHOWN SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
16. THE PROPERTY SURVEYED IS THE SAME PROPERTY DESCRIBED IN LAS CRUCES ABSTRACT AND TITLE COMPANY COMMITMENT No. 082270 WITH AN EFFECTIVE DATE OF JULY 13, 2021, 7.00am. ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT, OR EASEMENTS OF WHICH THE UNDERSIGNED HAS BEEN ADVISED OR HAS KNOWLEDGE, HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
17. OTHER THAN SHOWN HEREON, THERE ARE NO OBSERVABLE, ABOVE GROUND ENCROACHMENTS (A) BY THE IMPROVEMENTS ON THE SUBJECT PROPERTY, UPON ADJOINING PROPERTIES, STREETS OR ALLEYS, OR (B) BY THE IMPROVEMENTS ON ADJOINING PROPERTIES, STREETS OR ALLEYS UPON THE SUBJECT PROPERTY.
18. THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), OUTSIDE OF A FLOOD ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP No. 35013C1111G, WITH AN EFFECTIVE DATE OF JULY 6, 2016, FOR COMMUNITY NUMBER 355332.
19. THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO E. UNIVERSITY AVENUE AND LAS ALTURAS DRIVE, PUBLICLY DEDICATED STREETS.
20. NO RECORD DESCRIPTION OF THE PROPERTY WAS PROVIDED TO THE SURVEYOR. THE DESCRIPTION SHOWN ON THIS PLAT FORMS A MATHEMATICALLY CLOSED FIGURE.
21. SURVEYOR MAKES NO CLAIMS TO THE ACCURACY, CORRECTNESS, OR APPLICATION OF INFORMATION FOUND FOR THE ONLINE DATA OBTAINED FROM THE CITY OF LAS CRUCES FOR ZONING INFORMATION. SUBJECT TRACT IS ZONED A-2 PER CITY OF LAS CRUCES ON-LINE PROPERTY ZONING MAP.
22. BENCHMARK IS A #5 STEEL ROD SET WITH PLASTIC CAP FOR THE NORTHEAST CORNER OF THIS TRACT. BENCHMARK IS IN LOCAL PROJECT GROUND COORDINATES AS SHOWN ON THE CONTROL MAP FOR NMP No. HSIP-(M)-025-1(88)02, NH-TPE-070-2(29)148, AND IM-TPO-025-1(87). ELEVATION IS BASED ON AN OPUS OBSERVATION ON AUGUST 18,2021, IN THE NAVD88 DATUM.
N=469,142.1990 E=1,490,922.6370 Z=4,059.51
23. THIS OWNERSHIP LINE IS APPROXIMATE AS NO RECORD INFORMATION WAS PROVIDED TO THE SURVEYOR. THIS LINE IS DERIVED FROM DONA ANA COUNTY GIS AND IS SHOWN GRAPHICALLY FOR ORIENTATION ONLY.

### LEGEND OF SYMBOLS AND ABBREVIATIONS

- PROPERTY LINES & CORNER; SET #5 STEEL ROD w/PLASTIC CAP OR AS NOTED OTHERWISE
- CONCRETE/ SIDEWALK
- CHAIN-LINK FENCE
- APPROXIMATE AREA OF DILAPIDATED ASPHALT
- PAVEMENT (ASPHALT)
- (4056) MINOR CONTOURS
- (4055) MAJOR CONTOURS
- APPROXIMATE LOCATION OF PUTTING GREEN BORDER
- ELECTRIC BOXES
- LIGHT POLE
- TELEPHONE PEDESTAL
- SEWER MANHOLE
- ELECTRIC METER
- LIGHT CONTROL BOX
- FIBER OPTICS BOX
- CROSSWALK SIGNAL
- COMMUNICATIONS BOX
- BOLLARD
- TS TRAFFIC SIGNAL BOX
- STREETLIGHT MAST ARM
- HD HDSL CAN
- EXISTING GAS LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING FIBER OPTIC LINE
- EXISTING UNDERGROUND ELECTRICAL LINE

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | TANGENT | LENGTH | CHORD | DIST |
| C1 | 33°42'43" | 334.50' | 101.35' | 196.81' | N11°55'52"W | 193.99' |




DETAIL 'A'
SCALE: 1"=20'

### DESCRIPTION:

A TRACT OF LAND BEING A PART OF LANDS OF THE STATE OF NEW MEXICO (PARCEL No. 4-009-134-462-048) AS SHOWN ON THE DONA ANA COUNTY GIS MAPS (gis.donaanacounty.org/maps/); AND PART OF LANDS OF THE BOARD OF REGENTS OF NEW MEXICO STATE UNIVERSITY (PARCEL No. 4-010-136-133-471), WITHIN THE DOÑA ANA BEND COLONY GRANT, WITHIN PROJECTED SECTION 21, T23S, R2E, USRS; LOCATED AT THE SOUTHEAST CORNER OF UNIVERSITY AVENUE AND LAS ALTURAS DRIVE; THIS TRACT IS PARTIALLY WITHIN THE CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET #5 REBAR WITH A YELLOW CAP FOR THE SOUTHWEST CORNER OF THIS TRACT, WHENCE A FOUND NMDOT T-RAIL, STATION 35+02.45, OFFSET 341.23 FEET, FROM THE SURVEY CENTERLINE OF UNIVERSITY AVENUE PER NMDOT PROJECT LC00250, BEARS S15°34'44"W A DISTANCE OF 123.73 FEET; THENCE FROM SAID POINT OF BEGINNING, ALONG THE EAST RIGHT-OF-WAY LINE OF LAS ALTURAS DRIVE AS SHOWN ON SAID NMDOT PROJECT, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 334.50 FEET, A CURVE LENGTH OF 196.81 FEET, A DELTA OF 33°42'43", AND WHOSE LONG CHORD BEARS N11°55'52"W HAVING A DISTANCE OF 193.99 FEET TO A SET #5 REBAR WITH A YELLOW CAP ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID UNIVERSITY AVENUE FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID UNIVERSITY AVENUE N50°05'45"E A DISTANCE OF 302.10 FEET TO A SET #5 REBAR WITH A YELLOW CAP FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE LEAVING SAID RIGHT-OF-WAY LINE OF SAID UNIVERSITY AVENUE S39°54'15"E A DISTANCE OF 223.90 FEET TO A SET #5 REBAR WITH A YELLOW CAP FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S50°05'45"W A DISTANCE OF 340.20 FEET TO A SET #5 REBAR WITH A YELLOW CAP FOR A CORNER OF THIS TRACT; THENCE N85°04'30"W A DISTANCE OF 74.58 FEET BACK TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 1.767 ACRES, MORE OR LESS, OF LAND AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

### LIST OF TITLE COMMITMENT SCHEDULE BII EXCEPTIONS:

AS LISTED ON THE COMMITMENT FOR TITLE INSURANCE POLICY NUMBER 082270 EFFECTIVE JULY 13, 2021, 7:00am, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY.

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
3. ENCROACHMENTS, OVERLAPS, CONFLICTS IN BOUNDARY LINES, SHORTAGES IN AREA, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
4. ANY LEIN, CLAIM OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. COMMUNITY PROPERTY, SURVIVORSHIP, OR HOMESTEAD RIGHTS, IF ANY, OF ANY SPOUSE OF THE INSURED (OR VESTEE IN A LEASEHOLD OR LOAN POLICY).
6. WATER RIGHTS, CLAIMS OR TITLE TO WATER
7. TAXES FOR THE YEAR 2021 AND THEREAFTER. (SEE 13.14.5.12 NMAC)
8. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
9. RESERVATIONS CONTAINED IN THE PATENT DEED FROM THE UNITED STATES OF AMERICA, RECORDED IN BOOK 30, PAGE 55, DEED RECORDS DONA ANA COUNTY, NEW MEXICO.
10. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON APRIL 27, 1972, RECORDED IN BOOK 97, PAGE 747, RECORDS OF DONA ANA COUNTY, NEW MEXICO.
11. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON JANUARY 31, 1992, RECORDED IN BOOK 271, PAGES 632-633, RECORDS OF DONA ANA COUNTY, NEW MEXICO. SAID EASEMENT WAS RENEWED BY EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON DECEMBER 27, 2011, RECORDED AS INSTRUMENT NUMBER 1129636, RECORDS OF DONA ANA COUNTY, NEW MEXICO.
12. GRANT OF PUBLIC ACCESS EASEMENT, FILED OF RECORD ON AUGUST 13, 1998. RECORDED IN BOOK 1143, PAGES 340-359, RECORDS OF DONA ANA COUNTY, NEW MEXICO.
13. EASEMENT AGREEMENT TO US WEST COMMUNICATIONS, INC. FILED OF RECORD ON AUGUST 18, 1999, RECORDED IN BOOK 190, PAGES 1670-1674, RECORDS OF DONA ANA COUNTY, NEW MEXICO.
14. GRANT OF RIGHT OF WAY EASEMENTS TO THE CITY OF LAS CRUCES, FILED OF RECORD ON SEPTEMBER 14, 1984, RECORDED IN BOOK 185, PAGE 999; IN BOOK 185, PAGE 1000; IN BOOK 186, PAGE 1; IN BOOK 186, PAGE 2; IN BOOK 186, PAGE 3; IN BOOK 186, PAGE 4; IN BOOK 186, PAGE 5 AND IN BOOK 186, PAGE 6, RECORDS OF DONA ANA COUNTY, NEW MEXICO.
15. RIGHTS OF PARTIES IN POSSESSION UNDER ANY RENTAL OR LEASE AGREEMENT.
16. MINERAL OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS THAT ARE NOT LISTED.

### SURVEYOR'S CERTIFICATE

TO MAVERIK, INC., A UTAH CORPORATION; THE BOARD OF REGENTS OF NEW MEXICO STATE UNIVERSITY; FIRST NATIONAL TITLE INSURANCE COMPANY; AND TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 3, 4, 5, 6(a), 6(b), 8, 11, 13, 16, AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 11, 2021.

DATE OF PLAT OR MAP: ~~AUGUST 11,~~ Septio 2021.

Larry O. Underwood
LARRY O. UNDERWOOD
NMPEPS No. 5983

LARRY O. UNDERWOOD NEW MEXICO 5983 LAND SURVEYOR REGISTERED PROFESSIONAL ENGINEER

UNDERWOOD ENGINEERING INC
1430 W. AMADOR AVENUE
LAS CRUCES, NM 88005
PH: (575) 647-4329
LARRY@UNDERWOODENGINEERING.COM

JOB #2144
SHEET 1 OF 2

**EXHIBIT “B”**

# FINDINGS

1. The proposed zone change request will allow for the attraction and retention of businesses.
2. The proposed zone change will bring the property into compliance with all development standards of the 2001 Zoning Code, as amended (Section 38-32.D).
3. The subject property is located along a principal arterial roadway where C-3 zoning is recommended (2001 Zoning Code, Section 38-32.D).
4. Based on staff’s analysis of the proposed zone change the request meets the purpose and intent and is supported by Elevate Las Cruces
5. Comprehensive Planas it is located within a proposed Town Center Place type. • The proposed zone change meets the purpose and intent of the 2001 Zoning Code, as amended and fulfills the purpose of the Las Cruces Municipal Code (Section 38-2, Section 2-382).

**ATTACHMENT "A"**

ZONING

# CITY OF LAS CRUCES

## *Planning & Zoning Commission 05/28/2024*
## CASE 24ZO0500052: REZONING

| | |
|---|---|
| **STAFF CONTACT:** | John Castillo, (575) 541-2288, jcastillo@lascruces.gov |
| **OWNER:** | New Mexico State University |
| **REPRESENTATIVE:** | Maverik C-Store |
| **DISTRICT:** | District #2 |
| **SITE ADDRESS:** | 3098 E University Avenue |
| **EXISTING ZONING:** | A-2 (Rural Agricultural, 1981 Code) |
| **REQUEST:** | To rezone from A-2 (Rural Agricultural, 1981 Zoning Code) to C-3 (Commercial High Intensity) |
| **RELATED APPLICATIONS:** | N/A |
| **STAFF RECOMMENDATION:** | Approval |

**SUMMARY OF CASE 24ZO0500052:**
The applicant is requesting a zone change from A-2 (Rural Agricultural, 1981 Zoning Code) to C-3 (Commercial High Intensity) on a portion of a tract of land encompassing 1.89 ± acres and located at 3098 E. University Ave., to bring the property into compliance with the 2001 Zoning Code, as amended.

**SUMMARY OF RECOMMENDATION:**
Staff is recommending **APPROVAL** based on the findings listed below:

- The proposed zone change request will allow for the attraction and retention of businesses.
- The proposed zone change will bring the property into compliance with all development standards of the 2001 Zoning Code, as amended (Section 38-32.D).
- The subject property is located along a principal arterial roadway where C-3 zoning is recommended (2001 Zoning Code, Section 38-32.D).
- Based on staff's analysis of the proposed zone change the request meets the purpose and intent and is supported by Elevate Las Cruces

Comprehensive Planas it is located within a proposed Town Center Place type.
- The proposed zone change meets the purpose and intent of the 2001 Zoning Code, as amended and fulfills the purpose of the Las Cruces Municipal Code (Section 38-2, Section 2-382).

## PROPOSAL AND LAND USE HISTORY

**DETAILED DESCRIPTION:**

The applicant is seeking a zone change from A-2 (Rural Agricultural, 1981 Zoning Code) to C-3 (Commercial High Intensity). The subject property is a portion of a vacant tract of land that encompasses 1.89 ± acres in size and located at the intersection of Las Alturas Drive and University Avenue (3098 E. University Ave.). The subject property is currently developed with a commercial building functioning as a gas station with convenience store. The proposed zone change to C-3 will allow the property to come into compliance with the 2001 Zoning Code, as amended as the current zoning designation of A-2 is a defunct zone from the 1981 Zoning Code.

**LAND USE HISTORY:**

The subject property is a part of the Southeast Extension of the City Limits Interstate 10-25 junction that was annexed into the City of Las Cruces in 1968. The property has remained vacant/undeveloped for many years and has a zoning designation of A-2 prior to 1981. The subject property is owned by New Mexico State University and has remained a vacant tract of land until the development of the commercial business.

## ZONING DECISION CRITERIA AND POLICIES

| POLICY | DOES IT COMPLY? |
|---|---|
| **Neighborhood Character and Compatibility** | Yes |
| **Elevate Las Cruces Comprehensive Plan** | Yes |
| **Thoroughfare Plans** | Yes |
| **Purpose and Intent of the Code: Section 38-2** | Yes |
| **Criteria for Decisions: Section 2-382** | Yes |

**NEIGHBORHOOD CHARACTER AND COMPATIBILITY:**

University Avenue is a major thoroughfare that runs east to west throughout the entire City. The subject parcel is located along a corridor of limited commercial and medical land uses on the northside of University Avenue.

**COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:**

The subject property is associated with a proposed Town Center Place Type Overlay known as Aggie Uptown. The parcel is also adjacent to two Mixed-Use Corridors along Telshor Blvd. and University Ave. as identified in the Elevate Las Cruces Comprehensive Plan and Future Development Map. The Town Center Place Type Overlay includes a mix of residential and non-residential land uses that collectively create a vibrant and walkable activity center. Additionally, Mixed-Use Corridors support a mix of residential and non-residential land uses along roadway or trail corridors. The following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed zone change:

- Community Environment:

    - Goal CE-2: Areas of Special Consideration – Integrate new development into the community in a manner that complements significant built and natural features.
    - Goal CE-3: Centers and Corridors – Support community growth through concentrated development at activity centers and along key corridors.
        - Policy CE-3.2 – Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts.
    - Goal CE-4: Complete neighborhoods - Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
        - Policy CE-4.2: Incorporate employment and shopping nodes into new and redeveloping neighborhoods that incorporate a wide range of recreational, commercial, and civic uses.
- Community Prosperity
    - Goal CP-2: Economic Equity – Generate employment opportunities that create economic security for all residents.
        - Policy CP-2.2 – Support efforts to connect vulnerable populations to job opportunities.
            - Action CP-2.2.2 – Identify and promote places of employment to minimize commutes and increase accessibility to other transportation modes to create a job-housing balance.
    - Goal CP-4: Diversification - Seek a balance of business recruitment, retention, and expansion to diversify economic opportunities.
        - Policy CP-4.2 - Support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students.

The request to rezone the property from A-2 to C-3 is not out of context with Elevate Las Cruces Comprehensive Plan. The Town Center Place Type overlay provides transitions in development scale between the major throughfares and surrounding neighborhoods.

**COMPLIANCE WITH THOROUGHFARE PLANS:**
University Avenue is designated as a principal arterial roadway and Las Alturas Drive us a designated as a minor arterial roadway by both the Elevate Las Cruces Future Thoroughfare Map and the Mesilla Valley Metropolitan Planning Organization (MPO) Future Thoroughfare Plan. These types of roadways are designed to support the proposed C-3 zoning designation and any potential future development.

**CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:**
Per Section 38-2: The intent of the Zoning Code is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.
The regulations relevant to the proposed zone change include:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
B. Encourage innovations in land development and redevelopment.
C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.

H. Encourage the conservation of energy in the use of structures, buildings, and land.
J. Improve the design, quality, and character of new development.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
M. Foster a more rational relationship between different land uses for the mutual benefit of all.
N. Conserve the value of buildings and land.

Review by City staff has determined that the proposed zone change would not adversely impact the surrounding area. Any potential future expansion in uses is in keeping with the surrounding area as per Section 38-2 of the 2001 Zoning Code, as amended.

**CRITERIA FOR DECISIONS:**
Per Section 2-382 of the Las Cruces Municipal Code, the Planning and Zoning Commission shall determine the following:

A. The Planning and Zoning Commission shall review the comprehensive plan, and other applicable plans and codes and determine whether the request will:
    1. Impair an inadequate supply of light and air to adjacent property or otherwise adversely adjoining properties.
    2. Unreasonably increase the traffic in public streets.
    3. Increase the danger of fire or endanger the public safety.
    4. Deter the orderly and phased growth and development of the community.
    5. Unreasonably impair established property values within the surrounding area.
    6. In any other respect, impair the public health, safety, or general welfare of the city.
    7. Constitute a spot zone, and therefore, adversely affect adjacent property values.
    8. Be in harmony with the purpose and intent of the zoning code, sign code, design standards, and other companion codes.
B. The commission shall take care that the development of the city, in accordance with present and future needs, best promotes the health, safety, morals, order, convenience, prosperity, and general welfare of the people. It shall also promote efficiency and economy in the process of development.
C. The commission shall encourage the proper use and development of land, shall seek to create and maintain an aesthetic urban setting, and protect and preserve the quality of the water, air and other environmental, natural, historical and cultural resources for the city.
D. The commission shall use the comprehensive plan as a guide in making all future decisions concerning land use and development, and in the financing and location of capital improvements.
E. Before taking any action concerning land use and development and financing and location of capital improvements, the commission shall review the relationship between the proposed action and the comprehensive plan.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making a positive recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions stated above during the internal review process and has deemed the zone change

request appropriate for recommendation of approval.

**NEW MEXICO CASE LAW:**

1. There was an error when the existing zoning map pattern was created; or
2. Changed neighborhood or community conditions justify the change; or
3. A different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other applicable City master plan(s), even though criterion (1) or (2) above do not apply because
    a. there is a public need for a change of the kind in question, and
    b. that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

## DEVELOPMENT STANDARDS

**SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:**

The subject property is a portion of an undeveloped tract of land that encompasses 1.89 ± acres. The parcel under the current zoning designation is allowed for a home associated to agricultural land uses. It is currently developed with a gas station and convenience store which is not a permitted use.

**SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:**

The proposed zone change to C-3 would allow the applicant to move forward with the developed parcel bringing it into compliance with the 2001 Zoning Code, as amended.

**ADEQUACY OF PUBLIC FACILITIES AND SERVICES:**

City water, sewer and gas are currently serving the property and will not be negatively impacted by the zone change request. University Avenue provides adequate paved access, sidewalks, multi-use path and lighting adjacent to the subject property.

## STAFF AND PUBLIC COMMENTS

**PUBLIC NOTIFICATION AND INPUT:**

Notification letters were mailed to property owners within 500 feet of the subject property. Staff received one phone call with comments in opposition of the zone change stating it did not follow the Aggie Uptown Master Plan and is being corrected after it was developed.

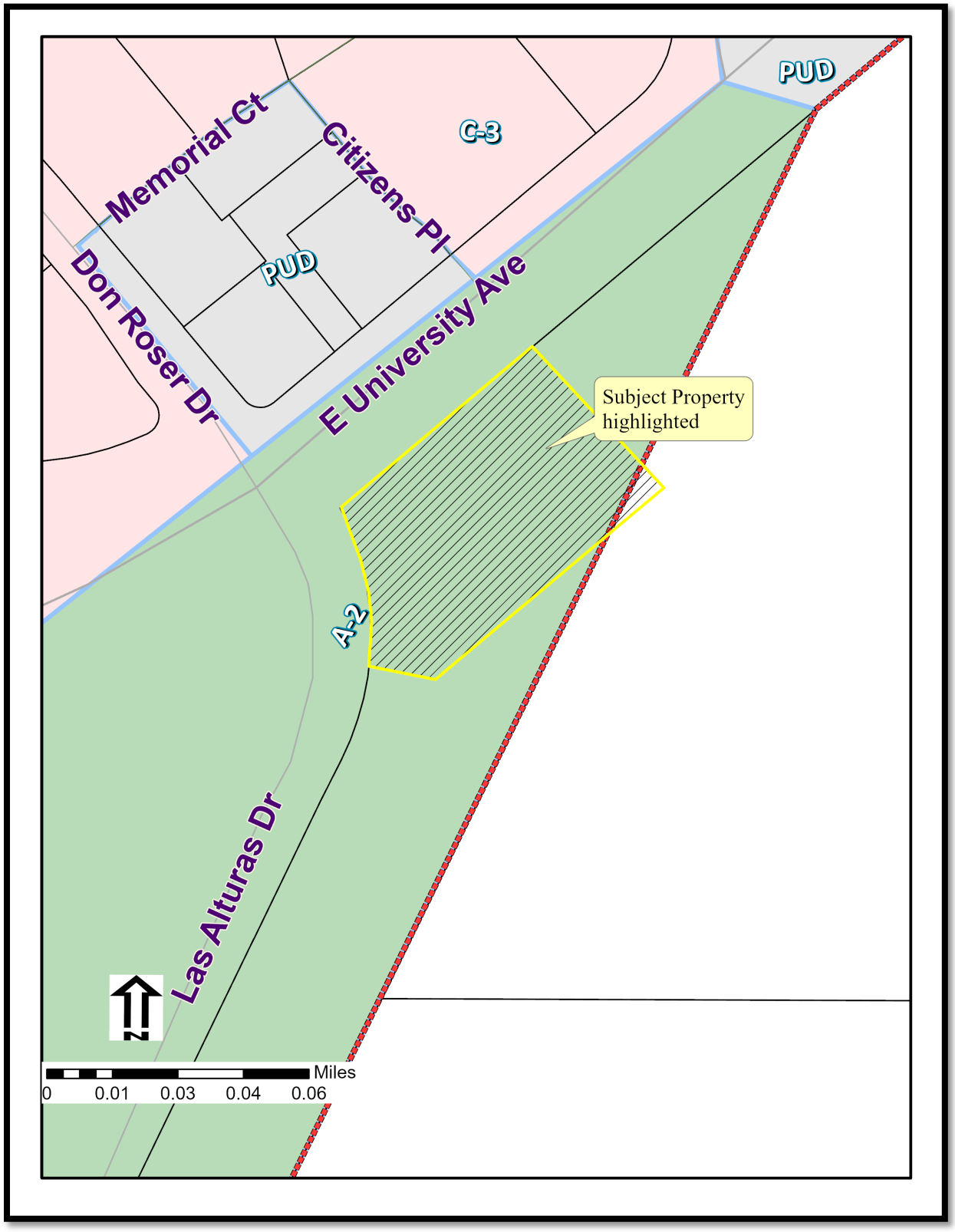
**STAFF COMMENTS:**

No reviewing department had any negative comments nor have any reviewers objected to the proposed rezoning.

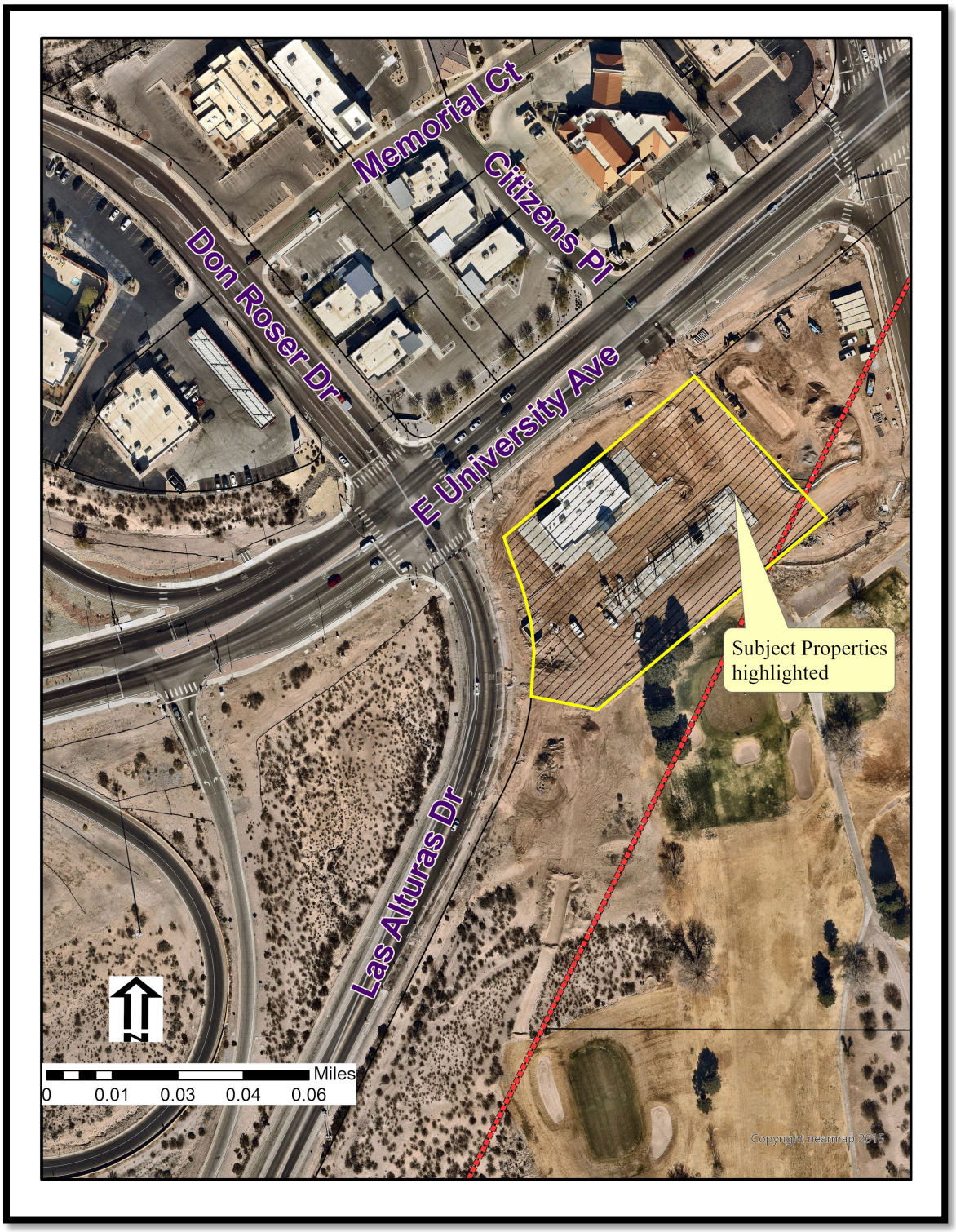
**ATTACHMENTS:**

1. Zoning Map
2. Aerial Map
3. Site Plan
4. Department Review Comments

# ATTACHMENT 1
## Zoning Map

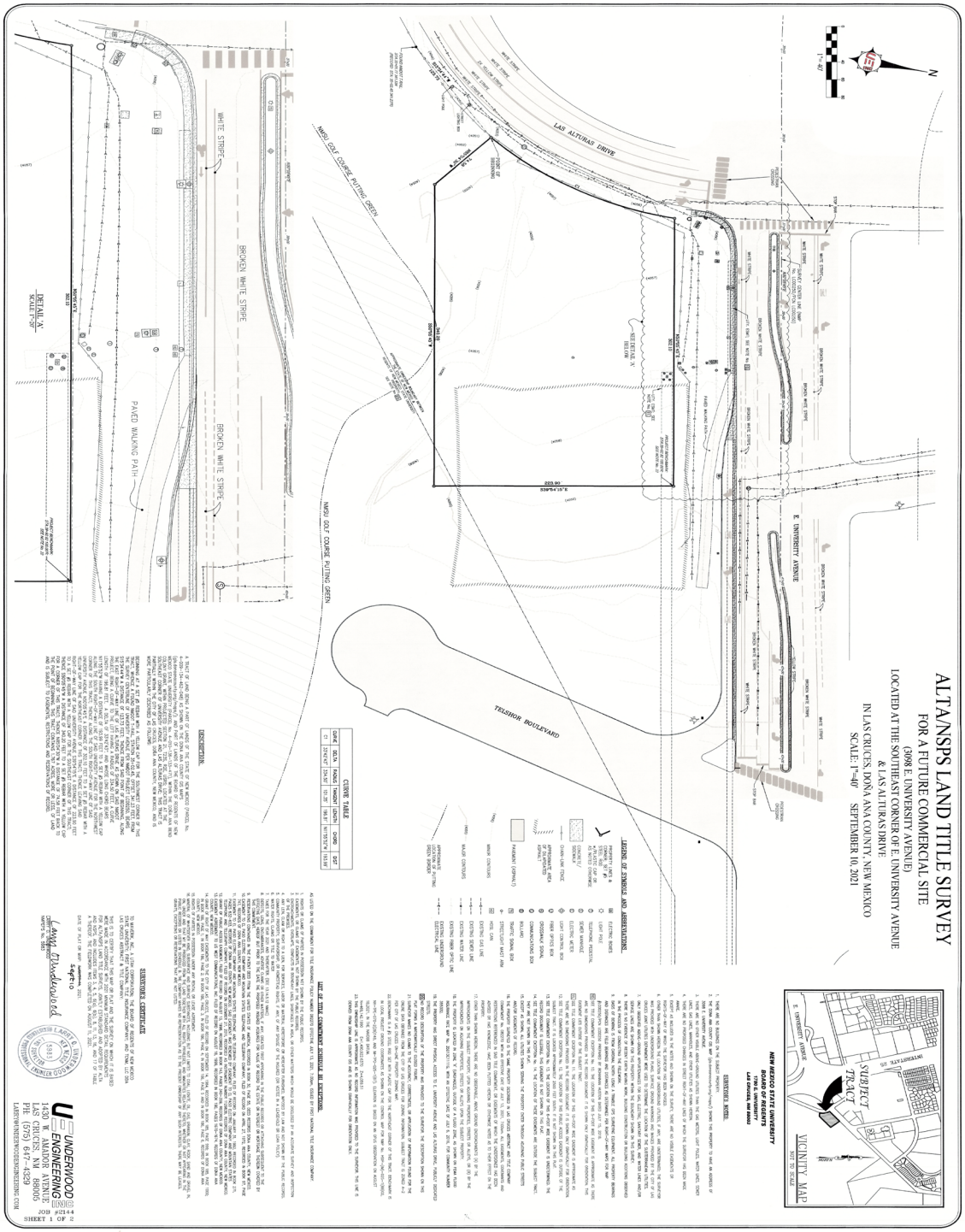


# ATTACHMENT 2
## Aerial Map



# ATTACHMENT 3

## Site Plan



# ATTACHMENT 4
# Department Comments

**Department: Planning**
Status: YES

**Department: Traffic Engineering**
Status: YES

**Department: Engineering**
Status: YES

**Department: Utility Engineering**
STATUS: YES

**Department: Fire**
Status: YES

**Department: City MPO**
Status: YES

**Department: Flood**
Status: Yes

# ATTACHMENT "B"

# CITY OF LAS CRUCES

**PLANNING AND ZONING COMMISSION**
**FOR THE**
**CITY OF LAS CRUCES**
**City Council Chambers**
**May 28, 2024 at 6:00 p.m.**

**BOARD MEMBERS PRESENT:**

Scott Kaiser, Chair
Enrico Smith, Vice-Chair
Connor Murray, Member
Joaquin Acosta, Member (arrived 6:07)
Vanessa Porter, Member

**STAFF PRESENT:**

Larry Nichols, Director Community Development Department
David Weir, Deputy Director Community Planning
Adam Ochoa, Senior Planner/Building Inspection Supervisor
Vincent Banegas, Interim Planner
John Castillo, Planner
Brad Douglas, City Attorney
Becky Baum, Recording Secretary, RC Creations, LLC

## 1. CALL TO ORDER (6:00)

Kaiser: All right, good evening. It is 6:01, so we will go ahead and call this meeting to order. Welcome to the Planning and Zoning Commission for the City of Las Cruces. This is the May 28th meeting

## 2. APPROVAL OF MINUTES – April 23, 2024

Kaiser: First order of business this evening is an approval of the minutes from the April meeting. Before we do that were there any comments, edits, or suggestions. No. All right, looking for a motion to approve.

Smith: I move that we approve the minutes from the previous meeting.

Porter: I second.

Baum: Board Member Porter.

Porter: Abstain.

Baum: Board Member Smith.

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Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

**3. CONFLICT OF INTEREST**

Kaiser: All right. Any conflicts of interest from the Commission this evening? Seeing none.

**4. POSTPONEMENT**

Kaiser: Any postponements from staff?

Ochoa: None tonight, sir. No.

Kaiser: All right.

**5. ACCEPTANCE OF THE AGENDA**

Kaiser: And before we move to accept tonight's agenda, I would like to pull item 7.2 from the consent agenda. Just for a brief discussion. So with that change, looking for a motion to approve tonight's agenda.

Smith: I move that we approve tonight's agenda.

Murray: I'll second.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

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Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

**6. PUBLIC PARTICIPATION**

Kaiser: All right. Moving on to public participation. I know many of you are here to speak this evening on several items. But this time will be reserved for those that wish to speak on something that is not on tonight's agenda. Can I get a raise of hands? I see one hand raised. A second hand. Okay, just one hand raise. All right. The gentleman please come forward. I'll give you two and a half minutes. And please state your name for the record.

Shervanick: Gregory Shervanick for the record. And Chair Kaiser I would like to give you these photographs of …

Kaiser: Bring them up. And then before you begin, do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Shervanick: I do.

Kaiser: Go ahead.

Shervanick: This evening, Commissioners, Mr. Chairman, City staff. I'd like to caution you that as you get closer and closer to a work session with City Council concerning Realize Las Cruces, the newest zoning change that the City of Las Cruces will be doing. The first thing as I've observed, and I'm sure you've observed in this chamber, that people come here and they say we didn't know about it. And of course, we tell them that we post signs for public participation. And we also send out letters. In front of you I've given you two photographs. This case you've already heard. It's off of Mesquite Street. You will notice that in the first photograph, the photograph was taken from the curb, so you can see or not see what is on the sign. The second photograph is at two times from that particular level, and you still can't really read what's on that zoning change. So in order to stop individuals from coming here and claiming that they didn't know or didn't have the right to know, I'm suggesting that in the Realize Las Cruces document that this statement as it now states 500 feet plus the size of the font on the signs be changed. And included is a cue code so that anybody at any distance can photograph it.

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And then secondly, we've heard a lot about energy. We've also seen a lot of car ports be brought into this chamber, and a decision made to them. The more shade one has around an area increases or actually decreases the urban heat. So I would consider you to not take down any more carports as it helps our urban heat problem. And I want to thank you very much for your time, as I have 30 seconds left.

Kaiser: Thank you. And I would like just to echo for those that are here this evening. The Realize Las Cruces update to the development code is ongoing and currently accepted and open for public comment. So if you would like to you can go read the draft development code updates, these are what's been proposed game, again draft form. And you can provide your input, your perspective, your feedback on what you would like to see going forward. This code dictates everything that we see in this room at these meetings. So if there's things that you would like to see changed, for example, better public noticing, this would be an opportunity to make those recommendations in this process. And I believe the website to do that is www.realizelascruces.com.

## 7. CONSENT AGENDA

**7.1 Case No. 24ZO5000050:** A request to approve an Infill Development Process (IDP) proposal to allow an attached corner sign, wall mural, and wall sign for the redevelopment of an existing commercial building. The subject property is located at 340 N. Main Street, is zoned DDC-MS (Downtown Development Code-Main Street) and located within the Downtown Development Code (DDC) Overlay District. Submitted by Fluorescent Signs Inc., representative. Council District 1.

Kaiser: Okay, moving on to tonight's consent agenda. We've got one item remaining, that's item 7.1. So looking for a motion to approve tonight's consent agenda.

Smith: I move that we approve tonight's consent agenda.

Murray: Second.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

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Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

**7.2 Case No. 24ZO0500052:** A request to approve a proposed zone change from A-2 (Rural Agricultural, 1981 Zoning Code) to C-3 (Commercial High Intensity) on a property encompassing 1.89 ± acres and located at 3098 E. University Avenue. The zone change request seeks to bring the property into compliance with the 2001 Zoning Code as amended. Submitted by Maverik C-Store, representative. City Council District 2.

Kaiser: Okay, moving on to item 7.2. I don't need a presentation from staff. I just have a few questions/comments about it. For those in the audience this is a request to approve a proposed zone change from A-2 to C-3 on University Avenue. If you've been there recently, you'll notice there's a new gas station. It's my understanding based on the staff report that this is to bring the property into compliance. My first question is how did we allow a structure and a business to be constructed prior to having the appropriate land use in place.

Castillo: Good evening, Mr. Chair, Commission. To answer your question the property is owned by the State of New Mexico. As part of our code, they do exceed statutory regulation. So they don't have to follow our code. But in order for them to have a business registration being inside our limits, as well as other things that may not be regulated beyond our municipality, but at a state level, for instance the sales of tobacco, they do need approval from the municipality in order to do so.

Kaiser: And what would have been if this body decided we were not going to approve the zone change.

Castillo: This body is a recommending body. So then it would go to City Council with your recommendation of denial. Ultimately, City Council would make that determination.

Kaiser: And if they denied it as well or upheld the denial.

Castillo: Mr. Chair, Commission. Then staff would have to seek how to get the land use approved.

Weir: Mr. Chair. There's also an appeal process they could go through. They could appeal that decision to District Court.

Kaiser: Okay. I guess the point I'm trying to make is what if they didn't win any of those appeals. They didn't get the zone change approved, City Council upheld the denial, and District Court upheld the denial. What happens then? They've already constructed a nonconforming structure. So I'm just trying to understand what happens. Everybody else in this room or in this town has to come forward in the proper order. Just curious why this is different.

Weir: Mr. Chairman, Commissioners. The issue is the issuance of a business license or business registration. The construction of the building, the property is owned by New Mexico State University, so they're an equal subdivision of the state that the City is exempt from enforcing. They were able to get a building permit from the State of New Mexico, the CID division. And so then they've received a certificate of occupancy from the state. It's not a permit that's even issued by the City of Las Cruces. So the issue becomes again that business registration. It's really in the best interest of the City to issue that so that we can receive the gross receipts from the sales of items within that facility.

Kaiser: Thank you. That's helpful. To the point about it's in the City's best interest. I guess there's a couple of statements that were presented in the staff report that I find interesting. The first is that this location in town has been identified as a town center place type in our Elevate Las Cruces comprehensive plan. And we define that in the staff report as a place that includes a mix of residential and nonresidential land uses that collectively create a vibrant and walkable activity center. How does a gas station align to that vision?

Castillo: Mr. Chair, Commission. The proposed town center that is there is also known as Aggie Uptown, where a majority of that development will occur on NMSU's property.

Kaiser: But how does the gas station align with the character of vibrant, walkable activity center?

Castillo: Mr. Chair, Commission. The gas station is the first development to occur in Aggie Uptown. I don't know if the NMSU representative is in council chambers today to elude more to that as to how it would become a more walkable, vibrant area.

Ochoa: Pardon me. I guess this is really their very initial phase of what is Aggie Uptown. And with this phase they actually did build out their sidewalk into the trail system that's existing sir. So they are going to be contributing towards that connectivity with the rest of Aggie Uptown where that trail system will be running through it as well. So that's why it could potentially

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allow for a more pedestrian friendly area. Even though it is a gas station which is auto centric, that's for sure, but it's also a convenience store that people can walk to utilizing those trail systems, sire.

Kaiser: Very well. And then the, there's I guess, a couple of goals that were identified as again further rationale for why this makes sense, this gas station. Goal CP-2 says economic equity generate employment opportunities that create economic security for all residents. And the sub policy of that is CP-2.2, supports efforts to connect vulnerable populations to job opportunities. I'm just wondering how we look at a gas station as providing a genuine economic job security for residents of the City, particularly vulnerable populations who are already disadvantaged and now we're seeing here go stand at a gas station and breathe in the fumes all day for your job. I don't need a response to that. Just an observation.

Then I'd like to point out goal CP-4, this is, diversification seek a balance of business recruitment, retention, and expansion to diversify economic opportunities. The sub policy CP-4.2 support efforts to be regionally and nationally competitive in regard to retaining and growing businesses, jobs, and students. I am struggling to see how a gas station really elevates this area of town, particularly adjacent to a major university where I would think student housing, the ability to walk to campus, to not require a car to get to and from school on very tight budgets could be seen as really providing a net positive in this particular location of the City. So those are just my comments and questions this evening. Unfortunately, I will not be supporting this recent application just because I don't think that the evidence provided in the staff report really lives up to reality. I'll open it up to other questions, comments from the Commission. But if there are none, looking for a motion to approve.

Smith: I move that we approve, what's the number on this one, 7.2. Sorry.

Porter: I second.

Baum: Board Member Acosta.

Acosta: I vote yes based on staff recommendation.

Baum: Board Member Porter.

Porter: I vote yes on staff recommendation.

Baum: Board Member Smith.

Smith: Yes, based on staff recommendation.

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Baum: Board Member Murray.

Murray: Yes, based off staff recommendation.

Baum: Chair Kaiser.

Kaiser: No, I do not believe that the evidence provided in the staff report holds up to any scrutiny.

Baum: Motion passes.

## 8. OLD BUSINESS

**8.1 Case 22ZO0500156:** A request to approve a zone change from R-1a (Single-Family Medium Density) to R-4 (Multi-Dwelling High Density & Limited Retail and Office) for land ± 5.00 acres in size and located at 2795 N. Roadrunner Parkway. Submitted by Tafiq Hindash – AJ Construction, LLC on behalf of Mohamed Aswad, M.D., property owner. City Council District 3.

Kaiser: Okay, moving on to item 8.1. This is a request to approve a zone change from R-1a to R-4 on, I believe it is Roadrunner Parkway.

Banegas: Good evening Commissioners. Vincent Banegas, interim planner for the record, presenting tonight's case as it involves case number 22ZO0500156, involving property at 2795 Roadrunner Parkway. The proposal that was submitted for your consideration and recommendation up to City Council involves a zone change from R-1a to R-4. The property is plus or minus five acres in size. Is R-1a, which is our single-family medium density residential district, much like several of the properties in that immediate vicinity. The property is within the suburban place type which is one of several place types identified in the Elevate Las Cruces comprehensive plan. Characterized by low to moderate density residential land uses with areas of commercial development. And it goes on to categorize the types of land use that are predominant land uses in that place type as single-family, multifamily, commercial, office, schools, parks, and places of worship.

The property is currently vacant and was annexed back in 1979 with the Western Development Annexation. It is not part of any master planned area in the immediate vicinity. Staff thought at one point that it was part of the High Range but High Range stops well short of that on the south. And it's not part of any of the others adjacent to it. Utilities are readily available adjacent to the site. And some significant terrain and grades exist on the site which the developer or property owner and their engineer are well aware of, and have already begun to take into consideration what they would have to do to make things work should their proposal get approved.

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It is a corner lot having frontage both along Roadrunner Parkway, and Morningstar Drive. The surrounding land uses in that immediate vicinity include single-family residential, quasi institutional with the church which is northeast of the subject location. There's an office adjacent to that church. And then a school. So you have an institutional use not too far away. You also have further down of course some multifamily uses and flood control property in the immediate vicinity. Further down below their vicinity you also have the Doña Ana Community College further east of the location.

This is the zoning map that illustrates the location of the property outlined in red, obviously showing the R-1a designation. In fact much of this area that is shown in the light yellow is all R-1a. It is developed as you see here through the creation of the properties. Roadrunner Parkway runs along the east side and south, going south as it curves adjacent to the property. Roadrunner Parkway is considered to be a minor arterial, pursuant to the Mesilla Valley Metropolitan Planning Organizations thoroughfare map. And Morningstar Drive, which is located here, crosses Roadrunner Parkway. From the intersection with Roadrunner Parkway east, it is considered a major collector, and from the intersection west it is considered a local road.

Others zoning districts in the immediate area is R-4C here, this covers the church that I identified, some additional single-family homes, and development up here in a planned unit development zone. And you see just a little bit of the O-2 zone up in the corner for that office that I mentioned.

The aerial again showing the property outlined in red. You see a lot of the development that has taken place in the surrounding area. Vast majority of this portion obviously is the flood control for the arroyo.

So the original request regarding this proposal came in to staff as a zone change from R-1 to R-4. R-4 is our multidwelling high density and limited retail and office use or zone. It does allow for some commercial uses. It's rather limited, as the name implies, and it does have limited office uses beyond the residential scope. The development focus which isn't a specific requirement of the zone change but nonetheless is often requested of applicants, showed a conceptual site plan that proposed 96 apartment units. It was an apartment complex that was illustrated on the site plan. Basing that number of units in context to the acreage of the property put the development proposal at 19.2 dwelling units per acre. That was the density that they were targeting. There were some related accessory uses such as the office building, some recreational courts, that kind of thing that were also shown on the site plan. There were two points of ingress and egress for the proposed development, one along each front edge. They did specify they were dark targeting a primary frontage or ingress/egress along Morningstar Drive and a secondary along Roadrunner. And one of the thoughts in talking with the engineer was specifically to the point of the clear line of sight

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that does not necessarily exist. As you stand adjacent to the property on Roadrunner Parkway and looking north or as one travels north to south, there is some obstruction in terms of the line of sight. Hence the need to develop or consider primary ingress along Morningstar Drive.

The site plan also illustrated that there were going to be, it should read one, two, and three story apartment buildings. There were groupings of eight and 12 units together per building strewn about the site. The proposal when it first came in was requested go through the early notification process pursuant to code. The applicant had initiated that process. But staff was visited by a resident in the area who received notice by the applicant and presented the notice to me and it was evident that several points were not addressed, which should have been addressed on the letter. As such, staff requested the applicant go through that process again, and to hit certain key points as identified per code.

The case came before this body or was to come before this body in April, but due to a signposting error on the property, it was postponed till this evening. And again, the applicant seeks a straight R-4 zone change. I think in your packet I referred to a 40 dwelling unit per acre. The reality is it's a minimum density of 10 dwelling units per acre with a maximum density defined by the developer. Again, the concept plan they submitted was 19.2 dwelling units per acre. Staff would recommend that should the Planning and Zoning Commission consider the straight R-4 request, that density be nailed down, perhaps as a condition that should be considered. The use in the R-4 does allow for single-family, multifamily, limited offers, quasi-public, and institutional uses. There are some commercial uses that are also authorized per the R-4 zoning district. And the single-family aspect would have to come in the form of a subdivision type processes that would in most likely terms come before this body for consideration and approval via preliminary plan and final plat processes.

This was the conceptual site plan that was submitted to staff. You can see there's a variety of different buildings that are clustered on the site. Again, some of these have eight units, some have 12 units, some are one story, two story, and some are three story units. They have office located here, pools, etc., meeting areas on site. The parking, here's the primary ingress for Morningstar Drive that was illustrated, again this is conceptual in nature subject to change. And they had all their parking identified on the perimeter or periphery of the site. They do show some landscaping to help buffer that parking from the street or from adjacent views. They have a Morningstar landscaping here as well. And they do show the parking abutting pretty close to their property line. And they do recognize that due to the elevation changes that are likely pursuant to any development taking place, they will have to contend and engineer properly the grade changes as it abuts adjoining property.

These were some conceptual elevations that were also submitted. They had two options submitted and just kind of illustrating some of the ideas they had in mind. One more modern than the other. And some floor plans that just showed some of the groupings, the eightplex, twelve-plex and some of the number of bedrooms that they could accommodate. Some of the photos in the area that I took, this is just looking south along Roadrunner Parkway. The property in question is here to your right. You could already see some of the grade changes taking place from Morningstar Drive as it ramps up here to flatter areas which go south. And this is at the intersection of Morningstar Drive and Roadrunner Parkway. This is the line of sight issue that I mentioned. That is certainly a concern with a lot of residents in the area. It's very difficult to see oncoming traffic quickly enough in order to make a determination as to whether to proceed with a straight thru drive or turn left or right and that kind of thing. In fairness, this shot angle was taken a little bit further back than what would normally happen as you approach this intersection, but nonetheless, it is rather limited.

This is a shot just looking west on Morningstar Drive you can see some of the adjoining properties and residential development adjacent to the property at its western most side. Again, showing some of the topography issues, grades that they're going to have to contend with and design around or with. And some additional properties on the south side that are adjacent to the subject property. And another.

So in terms of analysis, from the zone change perspective staff did not identify any health, safety, or welfare issues identified or presented as part of their development package. The requested R-4 zone would allow a maximum density as defined by the applicant and at least pursuant to the conceptual information presented came in at 19.2 dwelling units per acre. This afforded them the 96 units they targeted. This and other development requirements such as the R-4 maximum height allowance, which is 60 feet, the unlimited number of apartment units that could be grouped per building, those types of factors gave staff little cause for concern. And we deemed it a little excessive for neighborhood compatibility considerations. As such, conditions we felt were necessary to achieve a higher degree of consistency and compatibility with the surrounding neighborhood and a little bit more for development certainty. So the proposal is definitely consistent with the suburban place type that's illustrated in the comprehensive plan. In that place type it goes on to show or reflect the types of densities that either a single-family development could propose or a multifamily development could propose. And you can see if we're talking multifamily they're well within range, 15 to 30 is what they list as a density range for the suburban place type for multifamily uses.

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Other supporting Elevate policy speaks to some of the many policy issues that we've discussed in the past, development of vacant land, creation of housing diversity, balance growth, integrating new development with surrounding built environment, mixed use neighborhoods, things of that sort. Those are common themes in terms of policy that are presented in Elevate and those certainly play a role if you consider this proposal. Elevate also speaks to consistency and compatibility, you're going to hear that word a lot with this presentation. It speaks to the need for that when new development is proximate to developed areas. Staff has recommended conditions in an attempt to guide you if you deem higher development on this property appropriate. The consistency and compatibility issue rest with the Commission and rest with City Council, that is clearly identified in Elevate and it is something that we don't have a cheat sheet if you will that specifically says when something is or is not compatible, but you're going to have to kind of go off of your heart, what you feel, what you see in terms of site design, architecture, that kind of thing to help define what that means. I know in terms of Realize Las Cruces, I know that's down the road, but there will be a need in which to come up with a matrix if you will that will help guide us a little bit further.

The case was noticed as per code. Staff received several phone calls, walk-in inquiry, multiple e-mails, all opposed to the proposal. Two early notification efforts resulted in one neighborhood meeting. It was hosted by the Morningstar United Methodist Church, again just northeast, in the northeast corner from this site. It was held on April 9th of this year and was very well attended by the neighborhood. The concerns raised at that meeting, it was broken up into two groupings if you will, two discussions and concerns were traffic related to a large extent, speeding, congestion, poor line of sight, accidents, signalization or lack thereof. The on street parking issue and the safety issues that presents, property value decline, noise and privacy were among several of the concerns identified. A petition to that effect and it was submitted, that is part of your packet, that was included and came in and I informed those submitting it that that would definitely be included. So staff recommendation this evening is approval but with conditions. And the condition speak to lowering the zoning district designation from R-4 to R-3C. The C at the end of the R-3 speaks to conditions that's, all that means. The conditions would be listed as follows. If we go to the R-3C, that's automatically a drop down from the R-4. R-3 three allows height, buildable height that is consistent with the R-1a zone, it lowers the number of units that can be grouped. And so it's that kind of logic that tries to at least in staff's mind bring about more compatibility to the surrounding area. Uses are also proposed to be limited to either multifamily or single-family residential as a primary use and shall not include mobile home parks. Mobile home parks are an allowed use, they have to go through a process for approval, but not thinking mobile home park use would be as compatible as site built. The proposal at least with this content

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condition is to exclude those from consideration. Accessory uses and ancillary uses that are associated with residential uses would be allowed, sheds, for instance, home occupations, office buildings for the apartments if that happened, things of that nature would be okay. The density as proposed or recommended as a condition would be limited to 16 dwelling units, that would afford them 80 units down from the 96. Sixteen dwelling units as one dwelling unit more in terms of density that the R-2 zone which is even a lesser designated zoning district than R-3. This condition would allow one more dwelling unit per acre than the R-2. Any landscape buffers that are required, we have a matrix as it relates to differing land uses that don't go as far as what I was mentioning with Realize, but nonetheless it's part of our code. It is a requirement as part of the building permit. And it states that when you have differing land uses, in this case it would be multifamily if this got approved, adjacent to single-family uses then there would be landscaping needed. And it would take the form of either a 10 foot semi opaque buffer or a five foot opaque buffer. And those are defined from the ground level, at least on the opaque screen, from a ground level up to six feet, that would be opaque and then from six to 20 would be intermittent openings. And then on the semi opaque side, it's zero to three feet solid, and then from three to 20 intermittent openings. The five foot and the 10 foot speak to the width, so the landscaping that would go into those areas would be in addition to any site landscaping required for the development.

And then another condition which is condition number five is if multifamily development occurs because we are allowing two different types of residential development, the landscaping, hardscape, or combination thereof, that type of landscaping would be used to buffer any parking areas adjacent to Morningstar Drive and Roadrunner Parkway. And it goes on to speak about landscape berms and short walls and/or decorative walls, fencing to be used for that purpose. Condition six is no more than eight detached apartment dwellings per building cluster allowed. That follows specifically R-2 standards, but I felt it appropriate here since that was in line to an extent with what they had submitted. And then number seven is just speaking to aesthetics, construction materials used for the multifamily development shall consist of natural materials or manufacturing materials to look natural typically used in the construction of dwellings in the Las Cruces community.

The findings for this recommendation or staff's recommendation is as follows. The zone change request for five acres has been submitted for a 96 unit apartment complex. A lesser zoning designation can be considered by both the P&Z and City Council. If you deem R-4 is too excessive, change to R-3 or R-2 may be considered or you may consider conditions to restrict that use. The subject property is within the suburban place type. I've gone over that. The proposed zone change request is consistent with a lot of

policy that Elevate Las Cruces speaks to, it is also meeting the purpose and intent of the 2001 Zoning Code as amended. The surrounding area consists largely of single-family residential, quasi institutional, office, institutional, open space, land uses and then broader vicinity of multifamily and other institutional uses in that area. Zoning districts that are at play with those uses are R-1a, A-1/A-2, O-2, PUD, and R-4C. So we do have instances where R-4 is in the area. And finally per Elevate, speaking to the language that reads as it relates to development of vacant property when proximate to developed areas, that design consideration, aesthetic consideration should be at play in determining compatibility and development.

So your options this evening Commissioners is to vote "yes" and approve, in that sense it's the straight R-4 as presented by the applicant. You can vote "no" to deny it. In that the packet that was presented speaks to conditions, the denial would have to come with new findings that you would have to provide or state for the record in your vote. If you vote "yes" with conditions, you could certainly follow those recommended by staff, you could add others that you feel are appropriate. And you can vote to table. And that concludes staff's presentation on this matter. I stand for questions. And I believe the applicant and representatives are in attendance, should you wish for any questions to be directed to them.

Kaiser: Thank you. Does the applicant wish to make a presentation? All right, seeing nothing. Sorry, do you wish to make presentation?

AUDIENCE MEMBER SPEAKING, NOT AT THE MICROPHONE.

Kaiser: Okay. Any questions or comments from the Commission? Commissioner Smith.

Smith: I have one question for staff. In our packet, just for the benefit of the Commission, you didn't really define the difference between R-3 and R-2. It was noted in there but there was no definition, difference between the two.

Banegas: So Mr. Chairman, Commissioner Smith. The definition of R-2, R-2 is our multidwelling, low density residential zone. It allows up to 15 dwelling units per acre. And when you start talking about groupings or the allowed number of units per building - by now you would think I had all this memorized. In the R-2 you are allowed eight, eight dwelling units to be grouped together in a single building, as reflected here. So R-2 would allow eight here, eight years, etc. In the R-3 that's our multidwelling, medium density residential district. Both R-2 and R-3 allow 35 foot high buildings to be constructed. The R-3 allows a total of 10 units to be grouped together in a building. And what staff had recommended is eight as part of that. So you could always restrict it even though you're going to a higher zone, you can restrict it. And

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that's what we were recommending. R-4 takes it a notch higher. R-4 you have a minimum of 10 dwelling units that have to be met, and a maximum as defined by the developer. So they had requested, they were talking 96 units, they never really specifically requested a density, that's one of the issues that if you go straight R-4 we need to nail that down. But there's no limit as to the number of dwelling units that can be grouped in a building. So it could be a massive building with you know 30, 40 units. That kind of thing. Sixty feet is the height maximum for R-4.

Smith: Thank you.

Kaiser: Any other questions or comments? No. I do but I'm going to hold them till after public comment because I think a lot of them are going to address what we're going to hear this evening. But before we do, just as we're listening to the conversation or participating in our own discussion, there's a lot of conditions here, so I think when we do make the motion, we need to be very clear that we're either approving with no conditions, just straight up approving the request for the R-4. Or we're doing something different. If we're accepting the conditions that staff has provided, we can state all of them or if there's only certain ones that we want to take forward, I think we just need to be as clear as possible with what we're approving tonight. So just wanted to keep that in the forefront.

So with that, can I get a show of hands on who would like to speak on this item this evening. All right. We're going to give everybody two and a half minutes from this timer. We will be systematic here. Because I did not remember exactly who just raised their hand, I'm just going to start here in the front and we'll just work our way up the back and then we'll come onto this side of the room and we'll come forward. So just wait your turn, we'll get to you. And we'll go from there. Ma'am, please come forward. And before everybody gets started, I will ask you to state your name so I can swear you in.

Kemp: I didn't hear him. My name is Fran Kemp and I live on Stellar Way.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Kemp: I do.

Kaiser: Go ahead.

Kemp: There are 84 homes in our neighborhood, all of which rely on egress via Stellar Way or Morningstar, therefore 96 apartments would more than double the population density and vehicle traffic. We don't understand why anyone could believe that adding an apartment complex wedged into the

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neighborhood would not change things for the worse. The two exits from this neighborhood have blind curves which you've seen in the pictures. When I'm waiting at the intersection of Morningstar I frequently resort to turning right, going south a block and doing a U-turn in order to go north. We all built or bought our homes because it was zoned R-1. We don't believe it's right to retroactively change the zoning in any neighborhood. We feel this is a sort of bait and switch and will ruin the quality of the neighborhood if it's allowed to be rezoned. And the bottom line is if you must change the zoning in an existing neighborhood in order to build something, it is by definition not compatible or consistent with existing surrounding land use. Thank you.

Kaiser: Thank you. All right moving to the next row. We'll start over here to my left.

M. Brown: Good evening. My name is Myra Brown. I live at 2703 Scenic Circle. And my house … sorry.

Kaiser: Do you swear or …

M. Brown: I swear.

Kaiser: The testimony you're about to give is the truth and nothing but the truth under penalty of law?

M. Brown: I do sir.

Kaiser: Go ahead.

Brown: My first issue, Fran address, I want to address, I think what the gentleman presented about offices and business was quite disingenuous. Directly north, northeast there's the church, the Morningstar church, and there are a couple of offices there. But that neighborhood is entirely residential. And you have to go north to Northrise and pass that to come into any commercial use. It is a residential, single-family neighborhood. And I believe it should stay that way. Thank you.

Kaiser: Thank you.

Torrez: My name is Jesus Torrez.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Torrez: I hope to God.

Kaiser: Go ahead.

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Torrez: First of all, I address, I'm going to address myself because you're the Commissioners and planning and zoning, they're in charge of that. The first thing that I would ask all of you to consider on the change on this zoning is the safety of the school children. That some of them walk every day to and from school and they cross this very hazardous intersection. And where they cross on Roadrunner and Morningstar there's no crosswalk. So I see them running around to get across because of the traffic coming and going from you know either way. That's the first that I'm asking, the protection of the children that have to do that every day, every day. And I've seen them running across that intersection. The other thing that I would ask you to consider is the safety, protection, and well-being of the parents that every morning during the school days have to fight that really congested intersection to drop off their school kids, and then come back and pick them up in the afternoon. Now the Methodist church, their Morningstar Methodist church is doing everything they can to keep the kids in their parking lot and the parents come in there to pick them up. Some of them stay there till 4:30 or 5:00, the parents get out of work, which is great. And the other thing is, think of the safety, protection, and well-being of all the residents that have been there for many years. Think about their safety, protection, and well-being. You're the ones that are going to have the final say on these thing. It's up to you to keep those you know persons and give that to priority. The people that want to build these complex, they're not thinking about the safety, protection, and well-being of anybody there. We want you to do that. Thank you. God bless you.

Kaiser: Thank you. Continuing down that row. Continuing over. All right, we're going to go to the next row.

Bein: My name is Sandra Bein.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth in our penalty of law?

Bein: Yes, I do.

Kaiser: Go ahead.

Bein: Thank you for this opportunity to speak. I live on Asteroid Court. And my home and backyard are directly behind the property that we're speaking of. My four foot rock wall separates my property from this piece of property. As are many of my neighbors and even others living several miles away, I'm firmly opposed to the rezone to accommodate the apartment complex. This neighborhood is a single-family residential area and an apartment complex does not fit into the neighborhood and it would create many issues. Some we've heard, some we have not yet. But these include traffic and noise

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would be substantially increased, parking is a huge concern. I'm concerned about an increase in car accidents in the area. And as the gentleman before me spoke of the proximity of Camino Real Middle School, and its effect on the children and the traffic. Exiting and entering that road, it's already an issue and as we know there's already a blocked view. What about the stability of the homes that encircle the piece of property that the construction would take place on. Other concerns include trash increase and dumpsters and water runoff and flooding. The height of a multifamily story, multistory buildings will look into existing home yards, as well as block the view of the mountains for some. The property is zoned for a single-family home, not a multifamily apartment building. It would not be compatible to the current neighborhood. It would have a negative impact on those of us that live in the neighborhood and whose expectations is that only single-family homes would be built which is what it's currently zoned. For all of these reasons, and in alliance with the purpose and intent of the zoning ordinance 38.2 in which the consideration of the general welfare of the community and purpose of improving citizens quality of life, and in particular 38.2 L which states ensure the development proposals are sensitive to the character of existing neighborhoods. Please consider the negative impacts upon the community that already exists and did not grant a zoning change. And all of these issues would still be of concern with the current staff's recommendation. So I'm asking you to please reconsider even that recommendation and let the zoning remain as it is for single-family homes. Thank you very much.

Kaiser: All right, continuing down that row.

Truxal: My name is Carolyn Truxal.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Truxal: I do.

Kaiser: Go ahead.

Truxal: This my husband Jose. We live on Morningstar. You've already heard how difficult it is getting in and out. Looking at your own regulations and even the document put together for this meeting, everything says it should be consistent, it should be compatible. There is nothing but single-family housing in this neighborhood. Nothing. You have to cross the street or go a quarter mile away to get out of single-family housing. There is nothing to prevent the owner from building single-family housing. As Ms. Kemp pointed out, baiting and switching. If he wanted to build apartments, why didn't he buy something already zoned R-4. We have no objection to houses being built. But this is unconscionable the amount of aggravation

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that he is going to add to our daily lives with doubling, more than doubling the number of people and vehicles in our neighborhood. Thank you.

Kaiser: Thank you.

Miranda: I'd like say something.

Kaiser: Before you do, please state your name for the record.

Miranda: Orlando Miranda.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Miranda: I do.

Kaiser: Go ahead.

Miranda: I just want to say a couple of things. I know it's kind of late in the year but have if you guys ever had a chance to go by there when school is on. You see that traffic. The traffic is backed up from the entrance to the school all the way back to Morningstar for these people picking up their kids. And the same thing on Roadrunner the other way. I mean it's backed up. You have to wait to get out of there. It's hard. The blind spots are there. I mean sometimes I had to pull out a little bit to see if anybody's coming. And then there they are, you know you don't see them then you do see them. So there's that. Plus I've had had experience, I live on Morningstar and I have had experience. You know I woke up one morning, I was showering and I was covered in soap and the water stopped. I said what the heck. I asked my wife, go check it out. So she checked out, a neighbor of ours, the waterline was broken and there was flooding there. And a neighbor of ours, he turned off the water. I said well I'm turning it on. So that at least if it's off. So I went to see what's going on. You could see, I don't know where that traffic came from but you could see somebody pulled a U-turn and you could see the tire tracks come over the water meter and into my yard. You can see the tire tracks in the grass, just to make a U-turn there on Morningstar to go back to Roadrunner. So that's really basically, I would say I agree with all these people. I read, I'm there part of the neighborhood. And yes, you know the traffic is really bad. It's just, I mean you could, if you ever get a chance like you said, I know it's the end of the year, go by just and check out when school is on and off, and you'll understand what we're talking about. And that's all I have to say.

Kaiser: Thank you. Continuing down this row. Anybody else in his row? Okay, we're going to head out to the next row. It's okay.

Morales: Hi.

Kaiser: Please state your name for the record.

Morales: Anita Morales.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Morales: Yes, I do.

Kaiser: Go ahead.

Morales: Okay, I just would like to reiterate what everybody else has been saying. I don't think this zoom change should go through. I think it should remain R-1a. And the reason I think it should remain R-1a is because first of all, I feel that 80 to 96 apartments is going to create an overcrowding in that area. And you're talking anywhere, if you have two adults per unit, let's say we take 80 to 96 units, you're going to have 160 adults, and you're going to have a 160 adults to 192 adults. Now, this doesn't even include children. Who knows how many children will be in this complex. But once again, overcrowding to me is just going to be a major concern in this area. Also, when it comes to the parking spaces, let's just say we take the R-3C zoning. Okay, you have 80 units, 1.5 required parking spaces per unit, that's 120 required parking spaces. But if you have two adults per 80 units, that's 160 adults. Well, where are those additional 40 adults going to park? Now I've done some research on other existing apartment complexes around the area. And they are almost to full capacity. So you can imagine our little area over there would turn into a parking lot. And it would be very difficult to get in and out onto Roadrunner from either Morningstar or Stellar Way. So I would really hope that you deny this zone change because we are very concerned about some of these changes. Also, since I have a few more minutes, I've got a question because I don't understand this. On here it says AJ Construction is the construction company but when I looked into it, the address doesn't match AJ construction it matches the Taj, T-A-J Construction. I don't understand that. Thank you.

Kaiser: Thank you.

Banegas: Mr. Chairman. He was on the far side. He was just asking me to pull up a map here.

Kaiser: Understood. The aerial. That's all I can.

Apodaca: Good evening chambers. Good evening. My name is Gilbert Apodaca.

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Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Apodaca: Yes, it is.

Kaiser: Go ahead.

Apodaca: I live at the corner of Roadrunner and Stellar Way. Where are we at here? Right there. Okay. Okay, so right here where the arrow is correct. Okay, I live on, there's my house. Okay. I welcome you to my house. I will go with you personally. I'll meet you. You tell me a day and a time and I'll walk you through the neighborhood. I've been there since 2002. I'm a retired police detective from the Las Cruces Police Department. I recognize the traffic. We're just going to add more fuel to the fire with this traffic. Has anybody been on Roadrunner? Have you approached the school headed north? Have you checked your speed limit? We're all probably doing over 45 guys. It's easy to do. I do it. We already have blinking lights there to slow the traffic down. That's my concern, for the safety of the kids. I walk through there too. I've got to run across the street. The last meeting police department said they didn't have a school crossing guard. So these kids are crossing by themselves. So now we're going to add apartments. We're going to add people there that are not going to be there forever. They're there for six to, or one year. They're not going to take care of these places. I don't know if you all have rentals, I have had rentals and they don't take care of these places. More than likely we don't even know who's moving in. Who were they bringing? We have our neighborhood. We all keep it safe. We don't know who these people, who they're going to be. We haven't even addressed the lighting pollution for the parking lot. Is it going to be gated? I'd like to show you on the map there where the, right here is Roadrunner. So what's going to happen is people fly down Roadrunner, right, so they're going to say, I'm going to take a left on Stellar Way and head down. I don't know if you all have been to Stellar Way, but it's a downhill roadway. It goes straight down to this gentleman's house that just mentioned. It goes straight down. What's going to happen, you're going to now make Roadrunner, Roadrunner two there, because people are going to be flying down Stellar Way. There's a lot of kids playing. And then they're going to go on Morningstar to come in the back way. You understand what I'm saying?

Kaiser: I do. And unfortunately that's time. So I'm going to have to …

Apodaca: Okay.

Kaiser: Have to cut you off.

Apodaca: One last thing. We're going to run into an issue with all the parking on the street on Morningstar outside the complex.

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Kaiser: Okay. Thank you.

D. Bishop: Okay. I'll raise my right hand. I swear to tell the truth.

Kaiser: Can you please state your name for the record?

D. Bishop: Pardon?

Kaiser: Can you please state your name for the record?

D. Bishop: Yes, Daniel Bishop.

Kaiser: All right. And you swear to affirm the testimony you're about to give is the truth and nothing but the truth under penalty of law?

D. Bishop: I do.

Kaiser: Go ahead.

D. Bishop: Okay. Thanks for the time that we have here. My house is 2895 which is about right in here. Okay, well, I'm living with you then. Okay, so anyways, Morningstar, right across, right across there's a ramp that you go into right there. I'd have that many people all the time coming back and forth right in front of my house. Okay. What will happen is it'll drastically initiate the decline of the peaceful habitation of our neighborhood having this much traffic in there and population increase. How it'll do that it'll by several methods, one would create increased vehicular traffic. Based on what we've been told, could be anywhere between 200 to 300 additional automobiles parked throughout that area, in the Morningstar and accompanying side streets. Three of those streets are cul-de-sacs, just what that's going to look like. Morningstar at where we are isn't a through street. It ends right there. There's the other cul-de-sac. There's a third one. So we got that. I gotta take and hurry up here. We're going to have increased pedestrian traffic throughout that small neighborhood by at least 100 to 200 potential people coming and going day and night. My dogs are going to go nuts. Anyways, I'm going to have to deal with trying to get in and out of that place from my own driveway. And then on top of that, we're going to have the potential for increased crime. I know nobody wants to hear that. Burglaries, vandalisms, that's already been happening from time to time, and the property values will sink. And then at that point, my personal opinion is it's good old fashion greed all around if this thing goes through. Thank you.

Kaiser: Thank you. Please state your name for the record.

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J. Bishop: I'm Joyce Bishop.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

J. Bishop: Yes.

Kaiser: Go ahead.

J. Bishop: Okay. I would like to read some, a letter from one of our neighbors that couldn't make it here due to health reasons. He says my wife and I will be unable to attend the hearing due to physical limitations. My wife and I chose to move to Las Cruces in '97 where we purchased a newly constructed house on Morningstar Drive in part of the area's residential zoning status. Since '97 Roadrunner Parkway has become a very busy thoroughfare in the vicinity of its intersection with Morningstar Drive. The area of the issue and case, in the said case. It is at times extremely difficult, even dangerous for current residents to enter the Roadrunner Parkway from Morningstar Drive due to its location on a curve that severely limits visibility, both the left and the right. Entering Roadrunner Parkway from Morningstar Drive in normal circumstances rather difficult due to the volume of traffic on the former. Much of it clearly moving at speeds dangerously in excess of the posted limit. During the morning and afternoon rush hours, traffic on Roadrunner Parkway becomes very heavy making access for Morningstar Drive slow, difficult, and dangerous. Waits of three to five minutes per car are not uncommon. An additional 100 or more vehicles attempting to enter Roadrunner Parkway from the proposed development, for the proposed development would create a near impossible situation and has the potential to become extremely dangerous. The wait times increase when Camino Real school is in session, the sheer increase in the number of cars bringing students to the school with drivers frequently standing still on Roadrunner Parkway and occasionally backed up past Morningstar Drive, creates a very dangerous situation. Some drivers waiting for students in the afternoon also park on Morningstar Drive, adding more congestion. The dangers associated with increased school traffic and backed up cars are exacerbated by the numbers of students on foot in the area, especially in the afternoon classes and at the school. For the above reasons of potentially dangerous traffic congestion, the upzoning requested in this case, essentially a commercial enterprise with a total of 100 units in a zone currently designed for single-family residences would clearly constitute an excessive deviation from neighborhood conformity and necessitate a departure from the almost three decades long established character and aesthetics of the Morningstar Drive neighborhood. They vote no.

Kaiser: Thank you.

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J. Bishop: Thank you.

Kaiser: Okay, I've lost track of what row we're in. I think we're going one, two, three, four, fifth row back.

Keever: My name is Patricia Keever.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Keever: I certainly do. And I always tell the truth.

Kaiser: Go ahead.

Keever: My focus at this meeting is to get the City Planning and Zoning Commission to make a decision in the best interest of the existing communities surrounding the property under consideration. We've made it clear that we are strongly opposed to having the property rezoned R-4. Its already zoned R-1, and single-family homes can be built there with no objection. According to the report of the City of Las Cruces and the planning and zoning staff document that Mr. Banegas has shared with us, on page four it says under neighborhood character and compatibility, it states the request R-4 zoning standards could create increased impact to the surrounding neighborhood. These are the very concerns that we've been trying to bring to your attention that were mentioned in your own staff report. We have the kind of neighborhood that you want to have in Las Cruces. We look out for each other, we recognize each other, we recognize each other's cars, we know who belongs in the neighborhood and who shouldn't be there. On page seven of that report it states that under consistence and purpose with the intent of the zoning ordinance that the intent of the zoning code is to encourage the most appropriate use of the land and general welfare of the community. The appropriate use would be R-1 because that's what it is and should stay that way. Each citizen should be, I'm sorry, for the welfare and community and the purpose of improving each citizens quality of life. That's your words. Putting apartments at this property would not have this effect. The subset cue on that paragraph says to mitigate conflicts among neighbors. Just the proposal, just a consideration of this idea has created more conflict and anxiety than that neighborhood has seen in 27 years. On page nine it states R-4 allows substantially more residential density and land uses than the surrounding R-1 district. Your words again. As a result a decreased level of compatibility would exist. That's exactly our position. And decreased level of compatibility would exist. By attempting to quote back to you your own staff report, I'm trying to convince the Commission to look at the community's greater good. The objections that we are making are not just those of concerned neighborhood but legitimate issues discovered by your own staff. Your job as Planning and Zoning Commission

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is to protect the existing neighborhood citizens from the encroachment of rezoning and that's what we're hoping you will do. Thank you.

Kaiser: Thank you.

Tierney: I'm Pete Tierney.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Tierney: Yes, I do.

Kaiser: Go ahead.

Tierney: I do not live in the neighborhood. But I attend Morningstar United Methodist Church. At our church, we've decided to go ahead and be good community members. Approximately a year ago, we went out to the community asking how we could be better community members and what actions we could take to support the community. One of the questions was, do you have any concerns? Out of the seven individuals that I surveyed, five of them mentioned the concern about safety, traffic safety. I went back to our committee and thought, is this unusual? Everyone agreed that this was unusual to have such a significant number of people bring up traffic concerns. So it's decided to go back to the community and find out if those five individuals represented the community at large. On two occasions, I went to the homes of the 82 to 90 residents there. What I found was 60 some responded to my request for information. Five individuals out of that 60-some said they had no issues with traffic. Everyone else indicated they have had or currently had issues with traffic. Now move forward to this meeting today. You gentlemen and ladies are considering the possibility of increasing the number of residents in that neighborhood. There's already currently traffic concerns, severe traffic concerns. It's only going to exasperate the situation if you change the zoning and allow the apartment complex to be placed at that site. Thank you for your time.

Kaiser: Thank you. All right going up to the next row. I think we're on row six. Starting over here. Coming across. All right we're going to row seven. Gentlemen with the black shirt. Watch your step.

Williams: My name is Michael Williams.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Williams: Yes, I do.

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Kaiser: Go ahead.

Williams: I'd like to address what some of the planners was talking about earlier. I thought they was talking about this section was not in the master plan. But when you talk about master Plan you got to look at the overall plan. So if you look at the plan, and you see this little red block. What do you all see? Las Cruces do not have enough green space. Did the planning commission ever considered trying to land exchange? Take it away, build a park. Look for the nearest park is about a mile and a half away, which is Veteran Park. You see all these houses. We do not have any parks there. You got to school. They talking about traffic. We need to really look at this before we vote to try to recondition R-3 or R-4. We need to look at Las Cruces as a whole. Green space. We don't need more apartment. If you look at Roadrunner you got several other apartments complex being built. You're going to have a thoroughfare going through Roadrunner. The main thing is we got to look at Las Cruces as a whole. Look at your master plan. Your master plan did not include this. He talked about it was four, it was Northrise it was excluded. So before we vote tonight, let's look at it. Can we try to do a land exchange? Can we put a park in this area? What can we do with our master plan to make sure that we have the right suit? If you build something that's 60 feet high, you're going to destroy everything in that view in that area. Everything. So why destroy something that's beautiful. And just look at trying to get this in our master plan. We know traffic. We know the infrastructure. We know all that. Let's go green. Let's not try to build something else. Let's go with the land. And that's all I have to say. Thank you.

Kaiser: Thank you. All right, going to the next row. Or, yes, whoever's next, come on down. Please state your name for the record.

Martinez: Good evening. My name is Gloria Martinez.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Martinez: I do.

Kaiser: Go ahead.

Martinez: Okay, I would like to express my strong opposition to the proposed zoning changes from R-1a to R-4. As a resident of this area I have a vested interest in ensuring that any developments in our vicinity align with the existing character and needs of the community. The proposed change to R-4 zoning which permits multidwelling high density along with retail, office space, proposes concerns regarding the impact it would have on our neighborhoods and the surrounding area. First and foremost, the proposed

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high density housing would likely result in increased traffic congestion on an already strained roadway. Roadrunner and Morningstar are vital arteries for our community and any significant uptick in traffic volumes could not only impede residents daily commute, but also compromise pedestrians and cyclists safety. While we're transitioning from single-family medium density to multidwelling high density threatens the tranquility and character of our neighborhood. The R-1a zoning was established to maintain a sense of spaciousness, privacy among homes, fostering a peaceful residential atmosphere. Introducing high density housing along with potential commercial establishments could disrupt this balance, leading to noise pollution, decreased piracy, and a diminished quality of life for certain residents. Additionally, I'm concerned about the strain that such a development would place on existing infrastructure and resources, including water, sewage, and public services. Our community's infrastructure is designed to support a certain population density, and a sudden influx of residents due to high density housing could overwhelm these systems leading to service disruptions and increased costs for taxpayers. In light of these concerns, I urge the Planning and Zoning Commission to carefully consider the implications of the proposal changes and to prioritize interests and well-being of the existing community. I respectfully request that you deny the request to rezone the aforementioned property. Thank you.

Kaiser: Thank you.

Ortega: Hi. My name is Vincent Ortega.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Ortega: I do.

Kaiser: Go ahead.

Ortega: My husband and I live on Quasar Drive adjacent to the property. And having anything taller than a one story home built there would really destroy the view that we have of the mountains. And asking you to deny the request for a zoning change. We're currently between low, on Roadrunner between Lohman and Northrise, if I counted correctly there were eight very large apartment complexes already. All of those are about a mile from the proposed site of this apartment complex. I think you have achieved diversity in housing on Roadrunner Parkway. I don't think you need another apartment complex. When we moved to this home about 14 years ago, we moved there because it was a quiet neighborhood. And it is a neighborhood. And like everyone else that has said there, you know we pretty much know everybody, we take care of each other. You know our

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next door neighbor is an elderly woman and we take care of her and you know turn on her air conditioner and put her trash out. But that, I don't think that the lives of 84 households should be sacrificed for the financial windfall of one person. That's not what America is about. To answer Anita's question earlier about Taj Construction. The builder that was selected to build his apartment complex has had four different business names since he started apparently the construction business. In 2011 he was Taj Construction, I'm sorry, 2005 he was Taj Construction, changed into Taj Construction Incorporated up until 2011, then he changed it again to Taj and Arc in 2011. That was cancelled in February of 2023. That same time there was a, the company filed for bankruptcy with only one creditor. And that was from a civil suit. That doesn't make sense.

Nichols: Mr. Chairman. If I may please, point of order. We're discussing the zone change tonight. We're not discussing the contractor and his previous names. Please stay on topic.

Ortega: I was trying to answer Anita's question about that. But I respectfully ask you to deny the zone change.

Kaiser: Thank you. All right. I think that was the last row so anybody else on this side who wishes to speak that hasn't done so already? I believe you've already spoken, sir.

AUDIENCE MEMBER SPEAKING, NOT AT THE MICROPHONE.

Kaiser: Let me go around to the folks that haven't spoken yet. And if there's time we'll come back. All right, we will start from the back on this side of the room, last row.

Highsmith: My name is Joni Highsmith.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Highsmith: I do.

Kaiser: Go ahead.

Highsmith: And my first point is just a question to you guys. When I'm moved to Las Cruces, and I live over by Rolling Hill, across the street, my brother …

Kaiser: I don't mean to interrupt. Can you just get closed to the mic so we can hear? Thank you.

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Highsmith: Yes. Okay. And my daughter lives on Scenic Circle. Both times when we bought houses, we looked at the zoning, because we wanted to know what kind of neighborhood we are buying into. So it really makes me question what is the advantage to changing it for anyone in Las Cruces? I went up Northrise, I mean Morningstar there is plenty of commercial land that is available there. So there's not a benefit to the town to build on to that, there's only a benefit to the one individual. I walk a lot of times past the church and across the street because my grandkids live there. And I will tell you that I have to pick up my dachshund and I have to run across the street. I know that there's a crosswalk down by the school, but people don't stop. And it's very scary to walk there. We get caught in the traffic. It's just not safe. This week, there was one accident already right coming down Roadrunner. And there was, today I almost got hit coming back out after dropping off, picking up my grandkids. So there's no, it's not safe, it isn't to the betterment of Las Cruces. And there's plenty other commercial land currently available. If we were out of that in that area, then maybe it would make sense. Thank you.

Kaiser: Thank you. All right, last row, coming down the row, the front of that.

D. Davidson: Good evening. My name is Davis Davidson.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

D. Davidson: Absolutely, sir.

Kaiser: Go ahead.

D. Davidson: I brought my daughter here tonight to talk to you guys about her experience walking home from that school. The main point I'd like to make though, before I let her speak to you, is that no one's brought up, there's a single egress from that school. That middle school has one road in and one way out. The line making left hand turns coming in is amazing at times. I mean it just goes all the way back up the hill on Roadrunner. And I think until that's addressed there's no way we can add more traffic into that funky intersection area right there on a blind S turn. I'd like to thank Commissioner Smith for clarifying on the R-2 point, because I think that opened a lot of our eyes. R-4 is a ridiculous jump from what it is now. And just looking at what R-2 would do is substantial to our neighborhood. And I think that that just seeing the difference between what it is now and R-2 is extreme. And R-4 is just out of the question. There are already hundreds of units going in right now right down the road. This residential area, our neighborhood is, already has a lot of the multiuse aspects that our master plan includes. It has high density multiunit, big, big, big apartment complexes. We're already dealing with that traffic. So our community, our little community right in there has

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already accepted these large developments. This is just not the place for it. I've heard a couple of people say they don't want these people coming in because of crime. I don't agree with that. Where are those people? We were in Roadrunner for a long time in an apartment after some traumatic experiences. Where are those people? And I'm not worried about the crime. I'm not worried about any of that stuff. I'm worried about the safety of our children, right. The biggest thing I want to point out to you is you've heard not a single positive reason to do this tonight, not one. The only reason to do this is to make a very wealthy individual from out of town wealthier at the expense of our entire community. Do I grudge that man a dime? Nope. I would love to think that I get there or we all get there, whatever. But we don't do it sacrificing an entire neighborhood and the safety of children and a church that's already overwhelmed trying to serve its community. It's just not the appropriate place to do that. And so that's all I had to say. I appreciate your guys' time. And this is my daughter.

Kaiser: Thank you. And before you tell your story, can see your name for the record?

L. Davidson: My name is Lily Davidson.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

L. Davidson: I do.

Kaiser: Go ahead.

L. Davidson: So I was at Camino Real Middle School last year and I can just tell you from walking home it was very scary. Kids shouldn't have to go through this even more with another apartment complex. We already have enough in our neighborhood going on. And the fact that you guys are considering this and stuff like that, it's a little overwhelming because it was terrifying walking home. Like going from one place to another just to get home and worrying about risking your life is a little concerning because there's that cross, like that intersection right there and no one dares to even stop when there's kids crossing they don't consider stopping and it's scary. Yes, thank you.

Kaiser: Thank you. Okay, coming down to the next row.

Bressette: Glenn Bressette. 2673 Stellar Way.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Bressette: I do, sir.

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Kaiser: Okay. Go ahead.

Bressette: Like Anita said you know words can be spoken and everything else. I have a picture I'd like to show you from May 16th. Morningstar, which you're looking at up there, I have a beautiful picture as well. Approach.

Kaiser: Yes, please do.

Bressette: So everybody, so when they speak of traffic, and just like the children talking about crossing the road, that's what we deal with on a weekly basis. And now you're talking about adding over 100 vehicles to that intersection. We oppose.

Kaiser: Thank you. If you'd like your phone back we'll give it back to you. All right I think we're in one, two, three, four, five, the sixth row back. Anybody else in that row? All right. Coming to the next row in front. All right, seeing none. Next row, fourth row. Third row. Second row. Gentleman over there. Depending on how you count half ways, one, two who knows?

Denman: My name's Richard Denman.

Kaiser: And do you swear or affirm that the testimony your about to give is the truth and nothing but the truth under penalty of law?

Denman: I do.

Kaiser: Go ahead.

Denman: I live on the east side of Roadrunner. My house actually fronts up to that thing. So this whole area. So my first concern is a personal one. When I bought the house seven years ago, I looked at the zoning because I saw it was vacant, saw that it was all zoned for additional housing. I thought I got no problem; they'll be like my house; they'll be the same height. My problem with putting a two story apartment complex back there is then all that area is going to be looking into my backyard. But I have a swimming pool. That's a personal issue. And I know that not everybody has that particular issue. But I want to address this from the perspective now of what I see as the objective of having a zoning plan. We have a zoning plan that is worked out for years with all kinds of details and all kinds of things with the purpose being that both the developers can see where they are going to work, and the individuals can see what's going to happen in their area. The problem becomes when we keep changing the zoning code or the definition or something so that we can facilitate the development for an individual or group. That's a problem. I actually served on the variance committee for zones for a while. And I had a real estate agent at one point in time come

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in asking for a variance. And they came in and said, hey, I put up this thing and I've already got it in there and I want to keep that. And we voted it down. Why? They were a real estate agent. They knew what the zoning was. They knew that they shouldn't get it approved just because, oh well I already put it up. But it was outside of the code. Is the City, is the commissioner, is the council, are we going to follow our rules and laws and apply them equally or are we going to decide based on what we want something else to do? I think the traffic has already been talked about. But I have been in my backyard and heard the two cars come together on multiple occasions because they curve that you see when they're coming down Roadrunner, that actually affects people more coming from the west side crossing. So where this apartment complex comes, if they want to come out and turn left to go up Roadrunner, they're going to go into what is essentially an almost completely blind intersection. And what right now applies mostly of people coming off Morningstar, from the apartment complex on the east of Morningstar and turning south on Roadrunner, those are the cars that have been involved so far. Now we're going to duplicate that. Thank you.

Kaiser: Thank you. All right, gentlemen in the front. You're last.

Griffin: So, my name is Richard Griffin.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Griffin: Quote from Scarface. I tell the truth even when I lie.

Kaiser: Be honest, that's all I ask.

Griffin: Yes.

Kaiser: Go ahead.

Griffin: Look, there we go. My honest opinion is I've been there the longest. Twenty-eight years going on 29 years. I bought my property. They told me it was R-1. They weren't going to change. You got some pictures of some flooding. I watched it all happen in that neighborhood. Watch every one of these guys kids grow. I've got grandkids living with me now. I have two autistic grandchildren. I'm disabled. I can't get my car out onto Roadrunner without a five minute wait. The traffic is horrendous. I talk to you, right. Asked you if you could put in a stop sign. It's an alternative roadway. They're not going to put a stop sign. They're not going to put anything to heed all the traffic and accident. You're not going to let them put an exit on Roadrunner are you? Is the blind intersection. Come on, you can say it. We all know it. You're not. All that traffic's coming on my street. Directly

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across the street from my house. My house is not over here where Gill's is at. That's my house, the second house. So I get an Organ view right now. Beautiful view. It's going to turn into, what, dumpsters, according to the plan from the developer. He came in and took dirt without a permit. Made a mess of the street. He doesn't clean his property. He doesn't maintenance the property. We do. We all pick up trash. So I just want to point that when I bought my property, it was R-1. You want to put a church, fine. I can't stop that. Somebody already tried. They wanted a daycare. Every one of these neighbors here has signed a petition. You've got the petition. Tw hundred signatures that people don't want this in that neighborhood. I don't want it. I don't want to look at a three story building. That's a building that tall. Would you want that across the street from your house where you had peace and quiet and tranquility for 30 years, 28, 29. No. Not one of you would want that. There's plenty of apartment buildings there. We don't need it. We don't need the traffic. I can have my kids, grandkids go out in my front yard right now. When they build something, houses that fine, we don't, we're not opposing houses. But do we want 100 units? Now he's downsized it to 80. So please consider, we don't need this. We bought, I bought and built R-1. That's what this neighborhood is, is R-1.

Kaiser: Thank you.

Griffin: Thank you for your time.

Kaiser: Thank you. Okay, is there anybody else in the audience who has not yet spoken and wishes to speak? Gentlemen in the far back.

J. Brown: My name is Jeffrey Brown.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

J. Brown: I do.

Kaiser: Go ahead.

J. Brown: This overwhelmingly affects the people who live west of Roadrunner and you've seen much testimony about that this evening. But the same traffic hazards affect the neighborhood east of Roadrunner because two of the three exists out of that neighborhood go onto the blind curve, which is like the Indianapolis 500. And the third is Morningstar which is overwhelmingly crowded, especially when the middle school is either starting, when people are also going to work, or when the middle school is letting out. It's a really tough situation for the people west, but it also affects this traffic and the safety questions of people living east of Roadrunner. To add 80 or 96 units

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it simply expand the problems for those people as well. So just a brief reminder, this affects more than just one neighborhood. Thank you.

Kaiser: Thank you.

Griffin: Can I make one more point?

Kaiser: I'm sorry, we've got to move forward. I can't because if I let you go I've got to let everybody else.

Griffin: I'll just say it. And I don't want to be out of order.

Kaiser: Sir, we need to close public comment so that we can make the decision.

Griffin: I know just one. There was a …

Kaiser: I cannot, sir …

Griffin: Eighty miles an hour on Roadrunner. Eighty miles an hour. Eighty.

Kaiser: Okay, is there is there anybody else in the audience who has not spoken on this item and wishes to do so? This is the last call. All right, seeing none. We'll close public comment. We'll come back to the Commission. Any comments, thoughts, questions?

Porter: I have a thought. I'm sorry. I just wanted to say you know that I commend all of you guys for coming together and standing up, bringing in the youth's voice because it's not heard very often. So I appreciate that. And just standing up for your community. Thank you.

Kaiser: Commissioner Acosta. Do you have any comments? Commissioner Smith is willing to wait. We can come back to you. Commissioner Smith, go for it.

Smith: All right. Thank you all for coming tonight. And I definitely appreciate and understand your concerns. So I have a number of notes here. All right I just want to say that I have a number of issues with this proposal also and this project. I have lived in Las Cruces now for 26 years. Ms. Apodaca may not remember me but 20 years ago I was a Las Cruces police officer. And I bring that up because the gentleman presented the photo of the vehicle, the yellow vehicle that had crashed, I'm assuming that was on Morningstar, I mean correction, maybe it was on Roadrunner. And I had to, you know had a flashback because of when I was a rookie cop I responded to a crash on Northrise. And at the time Northrise was a newly built road. There were not the businesses and residents that are there now. So it was basically a nice area for people to speed, particularly if you had a high speed car that

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could drive really fast. So I respond to a crash there, young man. And he had critical injuries. And so that was 20 years ago. And so I'm very familiar with this area. I have children and I have friends that lived in that area. It's continued to live there. I have a friend who is a former pastor of Morningstar United Methodist Church, so I'm very familiar with that area. I'm familiar with the traffic issues. I have never been there when school lets out but you know I can imagine with the volume of traffic that is there on a regular basis, on a normal basis, I could imagine what it's like you know on the school day. So saying all that, I have a number of issues with this project. And it does apply to you know what you know, our charter is here, what our duties are here as Commissioners. And it is to protect the compatibility, the livability of the neighborhoods. And you know to go from R-1 to R-4 is an extreme as one of the gentlemen stated, move to make. You know when you're talking about putting 80, 96, 100 apartments in that particular area. There's just, it's hard for me to fathom how that could be a positive fate. I'm very sensitive and aware of the need for housing in this City, affordable housing. But there's a part of me that feels like the developer is exploiting the livability and compatibility, the just the establishment of that neighborhood to build apartments, not for affordable housing, not for young families that are struggling trying to find a decent place to live in town. But for people who can afford to live in a, I won't say luxury but definitely higher end apartment buildings, based on accessibility, proximity to Northrise and the commercial buildings, the shopping, the entertainment that there and continue to come in.

So as another of the you know concerned citizens stated, you know who is it going to benefit. And you know it's hard to sit here as a resident and also as a Commissioner and try to understand the side of the developer with the impact, the negative impact that it's going to have on this neighborhood. We want. We live in society now. We even live in a town now where it is difficult for children to walk to school. I live downtown. I live near Cruces. High. I drive through there often and during school. Parents line up on the side of the road to drop their high school kids off. When I was in high school, we walked. I mean you know we walked through snow with you know with no shoes on. But I am really that old. But that, every time I see that I think why are parents concerned about dropping the kids off, high school kids off. They're concerned about the safety of walking. So I can imagine with a middle school and a church that there is even more concern. Because one is, I mean Roadrunner is, it's a highway. It's you know you go for Highway 70 over toward you know Lohman where shopping retail to Northrise, people drive fast. I've seen it. I've experienced it. It happens. So all or your concerns are more than valid. We want a City that's livable. That's safe. A community where you can actually walk in your neighborhood. If you bring in a project of this size it will affect everyone in that community. And it is not going to allow for the continued livability and enjoyment of that community. And that's not something that I think that I can support because

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I want my neighborhood downtown to continue to be a viable, livable, compatible City, I mean neighborhood with the people in my community. And although I have traffic issue, we had traffic issues downtown, what this project would do to your neighborhood would, it's a pales in comparison.

I have one more point. There are other areas where a need for apartment complex of this size would serve the City. I don't, you know I haven't, we haven't had a presentation from the developer. But I would like to understand how and why this location was chosen, and what positive attributes that he feels that having this many apartments could bring to that area because it appears to me that there's a total disregard for the people. Thank you.

Kaiser: Commissioner Murray. Did you have any comments?

Murray: No, I'm good. Can City staff kind of talk more into why this specific lot was not designed or subdivided with the original master plan? Because looking at what the City does and everything else in Metro Verde and some Sonoma areas, it seems like we all delineate like, hey, this is going to be a commercial lot, this is going to be reserved for R-4 multifamily. So I don't know how that kind of evolved in this specific location.

Banegas: Mr. Chairman, Commissioner Murray. The lot in question was a standalone lot for many years outside the development of what you see around it. My understanding is, I haven't researched that far back, but my understanding was at one point it may have even been under control by one of the federal agencies, at least in part, and then released for development. But regardless, it was a standalone even prior to annexation. And then when the City came in and annexed this area, you know it remained separate and apart. The areas around it, they went through the master plan stages, preliminary plat, final plat. But this was never incorporated or absorbed, because by then it was privately owned, and they didn't want to participate for whatever reason. But it stands alone and it does share the zoning that you see for many of the lots around it. But that's the most I could tell you about that.

Murray: Okay. Thank you. I guess my other comments, I'll hold on to, kind of want to get the Commission's thoughts. If you want to make a condition to this or if you're more or less to decline it all together. I do think what City staff has presented is well beyond what should exist. But it's kind of coming down to a compromise whether it stay R-1a or it goes up slightly to add to more housing.

Kaiser: Does the applicant wish to speak to any of what Commissioner Smith and Commissioner Murray alluded to as far as the design choices that you all

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are choosing to make? And before you begin, please state your name for the record. Please state your name for the record.

Aswad: Muhammad Aswad.

Kaiser: And you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Aswad: Yes, I do.

Kaiser: Please go ahead, sir.

Aswad: Thank you. So I have been living in Las Cruces for the last nine years. I live in the neighborhood. I drive on Roadrunner back and forth every day. My children go to school in the area. So I'm very much familiar with the area. I came to here from New York, and I lived in Chicago before and I know what the traffic looks like. But we don't have like really heavy traffic on Roadrunner. And even I drive in the morning during the school hours. I know there's little traffic around the school, but there is nothing like New York or Chicago traffic. So I am this …

MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: Please refrain. Please let him speak.

Aswad: So I understand the concerns of the neighbors. And we had meeting in the church like two months ago with Mr Banegas. And we addressed most of these issues. I know they're concerned about like decrease in value of the houses around the area when you build apartment complex. And you could research that decrease in value of the apartments, in the houses is caused by crime in the neighborhood or not maintaining the neighborhood well. But not building apartment complexes in the neighborhood. And this is well established in the research. And I think building nice apartment complex with recreational areas and nice landscape would be a positive addition to the community, and would improve the commercial motion in the neighborhood, the shops and restaurants, and so forth. And we should not forget this land is going to be developed one day whether houses or apartments, even if you develop like R-1 houses, it's going to be like almost 30 houses. And the concern about traffic. And even sometimes in private houses you might have four or five cars for each house. You might have more cars, than if you have for apartments. I mean my neighbor next door has five cars in his driveway. So I mean, even if you …

MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: Excuse me. Excuse me.

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MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: Please no yelling from the audience.

Aswad: So I mean …

MANY AUDIENCE MEMBERS SHOUTING OUT.

Aswad: I mean even if you have like private house you might have three cars for each house. Times 30 houses, that's like 120 cars, which is the same thing that we estimated for apartment complex. So I think it would be a positive addition to the community. And we recognize, I mean I have friends looking for rent in Las Cruces. And it's been very difficult to rent. So I mean we can, I mean we participate in solving the issue of housing in Las Cruces. It's going to be mixed neighborhood. And I think it'll be positive for the community and for the neighborhood.

Kaiser: Thank you. Before you go, can you talk a little bit more about the decision to land on, I guess at this point about 100 units, let's just round up, 100 units? Can you talk a little bit about from your perspective why that's your target for this particular lot?

Aswad: I mean me and the contractor we figured out like how we are going to develop the land and buildings, each building how many house. And we estimated that's going to be like almost 96 apartments. And with the discussion with Mr. Banegas and we are okay like putting it down to 80 apartments, which would benefit 80 families in Las Cruces. And the height of the building is going to be 35 feet, which is what's the code for the neighbors. And it's not going to be higher than what the code permit in the neighborhood.

Kaiser: And are these a mix of one bedroom, two bedroom, three bedroom?

Aswad: One bedroom, two bedroom, three bedrooms. So it would house a lot of families in this area.

Kaiser: Certainly. Thank you. Don't go far, there might be additional questions, but I think I'll give my thoughts and perspective here since I hadn't yet done so. First, I want to thank everybody for participating tonight. Your feedback, it's part of the process. We appreciate it. There's a couple of points I want to hit on. So I'll try to be organized in my thoughts here. The first one, traffic and the issues that were raised around safety. The State of New Mexico is one of the deadliest in the country for pedestrians and cyclists. We've been that way for quite some time. That is going to remain the same regardless of whether or not this project goes through tonight. That being said, it

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doesn't have to be like this. The concerns that you all raised tonight is exactly how that road was engineered. That's how they built it. That's how they designed it. They designed it for the efficiency and the expediency of drivers and nobody else. The young woman who talked about her experience walking home from middle school, awful, horrible. I think the quote was something about risking your life to walk home. That nobody should have to risk their life to walk home. That is the reality that we live in. The statistics back it up. You all see it, live it every single day. That will not change regardless of whether or not we approve or deny this project tonight. That is the condition in which that roadway was designed. So I understand the concern. I hear it. I experience it in my own day to day. I go out for run, I get close calls on every single one, if not multiple in a single run. In the middle of crosswalks, drivers don't care. Just today riding my bike to this very meeting, I almost got run over from behind because somebody was blocking the bike lane and I had to swerve into traffic. That reality exists. And it angers me to the core that we live in a place that we do not respect anybody outside of an automobile.

But again, the reality is this project, whether we deny it, it's not going to solve the problem. These are issues we have to take up with the City Council, with the design development code that's being updated. I mean the reality is staff may hate me for saying this, but you all need to come to City Council, explain it to the commission, to the City Councilors. There's a way forward when it comes to traffic safety. There is. We see it in other places across the country. We see it in other developed countries. We can solve the problem. But this project isn't going to change a thing. In fact, it actually gives people an opportunity to walk somewhere, to walk to school. If we don't build apartments or housing in this location, they have to go somewhere, they're going to go somewhere that's going to require them to drive to drop their students off to this very middle school, increasing traffic. Giving families an opportunity to allow their kids to walk to school, yes, we have to address the safety concern. But if you don't even give them the opportunity to walk, we don't make any progress. Traffic doesn't happen in a vacuum. We are all traffic. Every time we get in our automobile we are traffic. If we give people opportunities to get out of their automobile, there's less traffic.

We need housing. We need it desperately. We need a variety of different types of housing in this City. If it's not here, where then? Where does it go?

MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: To the point about luxury housing. It's an interesting point, Commissioner Smith. I certainly agree to some level that luxury apartments is not always what we need built. But there's a lot of studies out there that show that

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when you build luxury housing, those that are able to move up you know into a luxury apartment opens up a space for more affordable apartment for a family that can afford it. So there is evidence out there and research to suggest that yes, well, this may not specifically meet the definition of you know income, limited rents or moderate income rents, it still creates a pathway for affordable housing options in this community. I myself have experienced this very issue moving to Las Cruces just a few years ago. We wanted to rent so we could get to know the neighborhoods and we can get to know the community. We wanted to rent in a place that we would see ourselves potentially buying a home where we could afford it. We could not find apartments that we would want to live in if they were even available. We need more of this housing desperately.

The idea that these are just going to be strangers moving into the neighborhood. We don't know who they are. We haven't met them. We'll never get to know them. It just couldn't be further from the truth to be honest. We don't know who's going to buy the house next door. There's no way to know that. I don't know who's going to buy my neighbor's detached single-family home whenever they decide to sell it. We can't control who buys and rents in the City. All that we can do is provide options for them to experience the same neighborhoods that we all want to live in. I lived in an apartment for almost nine years before I moved here to the City of Las Cruces. And I had friends, I knew my neighbors that lived in townhomes, rowhouses, detached single-family, in my own neighborhood. So this idea that you're just never going to know these people, they're going to be in and out, they're transients, just simply can't be further from the truth.

There wasn't really much discussion about property values, but I think there was some it's certainly in the comments that we received as part of our packet. The data doesn't back that up. Building apartments doesn't devalue single-family detached homes. In fact, I was just poking around Zillow before this meeting this evening and there's a home currently for sale that abuts their backyard, abuts a development, an apartment complex that's on the market right now for almost half a million dollars, in Sonoma Ranch, off of Sonoma Ranch, in between Sonoma Ranch and Roadrunner Parkway. That same house, I just looked briefly at the houses for sale around where this project is, there's some that are a little bit more expensive, there's some that a little cheaper. So the idea that building this apartment complex is going to cause your property values to plumet just isn't born by the data.

Finally, two final points I'll make. One, kind of thinking about change. Communities change, they grow, they shrink. This community wasn't the same community it was 50 years ago. It's not going to be the same community it is now in 50 years. Things change. At one point where you all are living was i the desert. Someone decided to come in, zone it R-1a

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and subdivide it, make their money, you all are now products of that decision. So why is it that that developer however many years ago was allowed to do it and this developer is not?

MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: I'll also I guess add just my general perspective, and I know there's going to be many people that disagree with me in this room. But Commissioner Smith, you alluded to this idea of facilitating community, respecting community. And that's all absolutely true. But I also don't subscribe to this idea that the people here and now are the only ones that have input into what happens in this community. That there's people who are not yet here that we also have to consider. People will continue to move here. People want to live here. I think Forbes just identified Las Cruces as a top City to retire. Where are these people going to live? They have to live somewhere. We need to provide options for people to live. And so ,…

MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: I will end my thoughts there. I'm certainly open to other compromises if there's other alternatives to get to a decision tonight, I'm certainly open to discussing that.

Smith: I have just two comments and one question for you, sir. First comment. I lived in New York City for eight years. And just last year, last November, I spent a week there. And I was staying in Chinatown. I walked everywhere, other than riding the subway. And while I was there during the week you know there were families taking their kids to school. And they were walking them to school. And this is New York City in Chinatown. I don't know if you've spent any time in Chinatown. It's pretty congested.

Aswad: I know.

Smith: And so that comment about living in Chicago, living in New York City is not really germane to this project in this area. Because as much traffic as you have in New York City, it's still a walkable City.

Aswad: In some areas. I mean …

Smith: Yes, but yes if you live out, if you live out in another borough or if you live outside you know in Long Island and you know Nassau County you're driving. But as far as being in a community, there should still be the ability for families and children to walk safely. And you know as my earlier comments, you know I'm putting myself in a position of being a resident, and even being a resident of that community.

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Aswad: Sure.

Smith: And so you know I understand that as Commissioner Kaiser stated, you know there is a need for housing, and there are people coming, and they will continue to come. As my neighborhood has changed. You know I live in a neighborhood that I mean houses have been there for a 100 years. And it's still changing. And so that's the one comment I made about *(inaudible)*.

And then as far as property values go, that was a very minor, very minor issue with the people who came up and spoke. You know we can't really determine exactly what property values are going to do, as Commissioner Kaiser said, and he did a little research and he found that it has a very small if any effect on property values. But the one thing that kept coming up and I'm sure that there's a little concern about property values, but mostly concern was about traffic and safety, about people, about children. And so that seems to be the heart of this whole issue. And change does happen. And this area will continue to grow all around. But I just, to have that type of development, that type of density right in that area, it makes it difficult to make that decision to go from R-1 to R-4. So I just wanted you to have an understanding how I as one Commissioner sees this. You know it's like, it's not an easy decision to be made. We're all going to sit here and make a determination. But you know it's like I understand what you're trying to do. But the negative impact is what's making this a difficult proposition at this point.

Aswad: Can I respond to this? I mean we have to think is this for best public interest or not. I mean this is what the, this is my point. I know I mean, the lot of neighbors here, but there's a silent majority that they are still not here. So I think I …

MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: Excuse me. Excuse me. Excuse me. Please let him speak.

Aswad: I think for best public interest to have more affordable housing in the area. So if you are like low income or middle income person, who should then get out of the City in order to get housing, this is my point. So this is going to be like mixed neighborhood. And you will have access to affordable housing for low and middle income families.

Kaiser: So Commissioner Smith, just to address one point that you brought up. So if we allow this to stay R-1a and Mr. Banegas please correct me if I'm wrong, but it will be about eight dwelling units per acre maximum. So we're still looking at what is that, 30 units. So is a real case saying that we're comfortable putting 30 units at danger of our you know poor traffic situation

that we have, but we're not okay with 96? I'm just trying to understand. We're fine with 30, but not 96. That's, it's really just the number. What is the issue with that in particular?

Smith: It's not so much the you know the number. The number definitely has you know an impact on how, as you stated you know it is unsafe. That road was, Roadrunner was designed for car traffic. And it will continue to be that way until, as you stated, the City makes some substantial changes in how they design and develop roadways for both vehicular and also for pedestrian and bicycle use. And I feel like we are taking a bad situation, and we're about to make it better, I mean worse, excuse me worse. And it's not about you know whether it goes from 30 to 96 or more. And that also triggers a question that I have for Mr. Banegas, if this does go to, from R-1 to R-4 and the developer has said he only plans on building 96. Is he limited to that? Can that change? Can he build more? If he decides to change his plan, once he gets the approval, is there anything stopping him from building more?

Banegas: Mr. Chairman, Commissioner Smith. In my presentation I had identified the 19.2 dwelling units per acre specified on the conceptual site plan. But in the presentation also stated that we really need to nail that down. The R-4 district requires a minimum of 10 dwelling units per acre and a maximum as defined by the applicant or developer. What I've stated is, is they have suggested 19.2, but I think as part of the motion, as part of any condition, that has to be identified and specified so that that can go forward as a restriction.

Smith: All right. Thank you.

Murray: I'd just like to say that again this is a recommendation to the City Council and they're going to make the final decision on whether this goes forward or not. I'd just like to give my thoughts if we were to amend what City staff has recommended to us. And this is not in order of how the presentation has gone. And this is more in order of our packets so that the Commissioners can follow through. Based on the proposed conditions, I would consider reasonable an R-2C, receiving the conditional for number one, of course follow number two which does not allow mobile home parks or mobile home use as this is a single-family area. Skipping down to five, I would think that 19.2 dwelling units per acre as excessive. Whereas 16 still is excessive to me. And kind of looking at case studies of other areas in the Sonoma East, Sonoma West area, if you look up 2035 El Prasido Drive this is a 2.64 acre site also zoned R-3 and they did 32 units more or less that is divided into five different buildings. So kind of just comparing and contrasting there how that in that specific area would be different here. It's like if we move the site we're probably going to get all the pushback once again. So I would recommend 12 units per acre, which comes out to a

maximum of 60 if you multiply it by five, doing simple math. Number eight, I would like to add which I would think is reflective of R-1a zoning and much of the other zoning too, where it's a maximum height of two stories which in R-1a, and correct me if I'm wrong City staff, is 35 feet. And then I do think apartment buildings, if you have roommates and you have two bedrooms, those two people are going to have their own cars, because that's how we have decided to get from point A to point B. So I think for the two to three bedroom units, I think it needs to be two spots per unit for those. Whereas a one bedroom unit give or take 1.5 as given in the recommendation and in City zoning code. So those are my thoughts. I think what's presented here originally is too excessive and what is presented from City staff is also too excessive for this specific location.

Kaiser: Just to clarify, you're adding two conditions. So one would be max two stories. And then number nine is one and a half spaces for one bedroom, and two spaces for two to three bedroom. Okay.

So I would be in support of something like that. My only concern with the max two stories is with site conditions do we sort of kneecap the developers ability to meet that maximum dwelling unit per acre just because we don't, we haven't done the exercise right here to say that they could get that number of units with two stories, if that makes sense.

So I'm just saying I think we should scratch the max two stories and just have the 35 foot because if we put that condition on them and the site design standards constrain what they can do and they can't go up, we kind of kneecap the developer unintentionally. Since we haven't really looked at the site design standards.

Murray: I personally would just cap that too, because if you're looking at Sonoma, West and Sonoma, East every single apartment building is going to be capped at two. The only apartment buildings I see that are three stories are going to be at the university or elsewhere. So I think for the neighborhood characteristics, I think capping at two make sense.

Banegas: Mr. Chairman. Just a point of information. In terms of some of the conditions that staff had presented. The reason why we didn't go to a story cap is the R-1a neighborhood could build to 35 feet. Very similar fashion to what you're proposing Commissioner Murray. The allowance in terms of stories is whatever the 35 foot can bear in the current R-1a area. So even if someone has a one story home, they could submit a permit tomorrow and seek to maximize the number of stories for their unit. And if that's three or two and a half, you know a loft or something like that, so be it. They would be allowed to do so. And so in similar fashion staff's thought was allow this one to be the same. Apples for apples sort of thing.

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Kaiser: And if, you're agree/disagree, you want to keep that conditioning in. Go from here.

Murray: I guess I'm fine with three stories.

MANY AUDIENCE MEMBERS SHOUTING OUT.

Murray: But I mean it's the same thing as 35 feet. Because What's to say builds to 15 foot stories. So I don't know.

Weir: Mr. Chairman. point of order for staff. stories don't have a set number of feet for that, it's how they design it. So from an administrative standpoint, a maximum height is just easier for review of the building permit and issuance of it. And I think that's one of the reasons the staff recommendation was at 35 feet, that's the height that's allowed in the R-1 districts that's adjacent to it so that they won't go any higher than the adjacent properties and their zoning.

Kaiser: So would you be okay leaving it at all one max height 35 feet.

Murray: I'd like to hear other Commissioners comments. But just looking and thinking of single-family stories, say this doesn't go through if you still can build or whoever purchased it, 40 single-family homes based on density, if it's eight units per acre, correct. And personally here neighborhood characteristics, I've never seen a three story single-family home. So I would limit his ability to just keep it to two stories, that does not exceed 35 feet overall. If that makes sense.

Kaiser: Yes. There are three story duplexes in Sonoma Ranch. We looked at one. So it is possible. They do exist.

Banegas: And Point of information, Mr. Chairman, Commissioners. Just to clarify. The eight dwelling units per acre going back to the R-1a density cap. That is considered in the R-1a zone just so that we're all on equal playing here. The R-1a allows one dwelling per lot. The reason why it speaks to an eight dwelling unit per acre density is when a developer develops, for instance five acres, 10 acres, what have you, and they are subdividing lots out to create a single-family environment, we look at the perimeter of that lot as part of the density calculation. So that's where the eight comes in. But admittedly only one dwelling per lot is allowed. So I hope that helps clarify the eight compared to the other densities.

Kaiser: Is there any other thoughts to the height? I think we need to go one way or another to make a motion here. So do we want to keep it at 35 feet, which is R-1a or cap it at two stories. Or we could just omit the condition, in which case it just defaults to whatever the R-2 to which is 35 feet, correct.

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Banegas: Correct.

Kaiser: I mean I think from a design perspective I think it gives them the maximum flexibility to work within the framework. I think if we, my opinion is that without looking at the site and doing an exercise, a charrette on it, given the topography on it, it might be hard or might be more expensive to move the amount of dirt that you need to be able to keep everything at two stories, in which case we're just driving up the entire cost of the project which is going to translate to the cost of the houses.

MANY AUDIENCE MEMBERS SHOUTING OUT.

Smith: Just for clarification. If we keep it at 35 feet, that would zone it at R-2.

Banegas: Mr. Chairman, Commissioner Smith. Thirty-five feet is the maximum height allowed for the R-1a, R-2, R-3 districts. They're all 35. It jumps to 60 when you get to the R-4.

Smith: All right. Thank you.

Murray: I guess just to simplify the 35 feet, because if you look at the townhouses that are three stories, that third floor could be a rooftop deck more or less. So I think it makes sense. And we just omit that because it's going to be R-2 35 feet altogether.

Kaiser: Okay, so we'll scratch number eight. And then just go through it so we're all on the same page and look for a motion to approve. We're going to approve; we're going to make a motion to approve with the conditions. Number one, that this is R-2C. The max density allowed will be 12 dwelling units per acre, which would be a maximum of 60. And then all other conditions remain and we'll add an eighth one which is the one and a half spaces for one bedroom, and two spaces for two to three bedroom apartments. So looking for a motion to approve with those conditions.

Murray: So I've said this once before and I'll say it again, but our decision here whatever it's approve or deny, is a recommendation to the City Council. So your voice has not stopped here. We're kind of limiting what the original plan is from what City staff is, to making it something that's more manageable for everybody involved. So in a month or so, the City Council will hear this case, get the same presentation from staff, and your voice can still be heard at that meeting. So I want to make that clear that this is not final.

So with that I make a motion to approve with conditions item 8.1 with all conditions that City staff have recommended with amendments to number

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one, making it R-2C, number five limit 12 dwelling units per acre of 60 max units, and adding a condition number eight, which says 1.5 parking spaces per one bedroom units, whereas two and three bedrooms will require two parking spaces per unit.

Kaiser: I'll second.

Banegas: Mr. Chairman. Just point of order. If you could just reiterate that on the vote, findings or your position clearly stated would be very helpful.

Baum: Board Member Acosta.

Acosta: I vote yes to approve with conditions based on staff recommendation and you know Commissioner debate here.

Baum: Board Member Porter.

Porter: I vote yes with staff recommendations and the new findings that the Commissioners have stated.

Baum: Board Member Smith

Smith: I vote no to deny.

MANY AUDIENCE MEMBERS SHOUTING OUT.

Kaiser: Excuse me. Excuse me. Excuse me. Please refrain so we can take a vote.

Smith: This is not a decision that I made to accommodate the residents here. I mean this is a decision that I've taken a lot of care to make. As my fellow Commissioners stated, this is not the end, this is going forward to City Council. But my reason for denying, I still continue to feel that this project even with the conditions that have been laid out, is still going to have a negative safety and traffic impact on that area of Las Cruces that is continuing to grow around this neighborhood. And those are one of my primary reasons for my vote.

Baum: Board Member Murray.

Murray: I vote to approve based on the staff recommendations for various reasons, but I believe that the 80 and 96 is too excessive. I also believe that the zoning code does not have correct parking considering if you have multiple cars and/or roommates that have multiple cars. Therefore adding that condition to limit additional parking on neighboring streets.

Baum: Chair Kaiser.

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Kaiser: Yes, based on the discussion here tonight, specifically around the need for additional housing and a mix of housing type in this City, and housing that is located to give residents of all family units, shapes, and sizes the opportunity to walk to services. So that is my vote this evening.

Baum: Motion passes.

## 9. NEW BUSINESS

**9.1 Case 24VO0500047:** A request to approve a variance of ± 23 feet to the required 25-foot front yard setback required for carports/garages in the R-1a (Single-Family Medium Density) zoning district. The property is located at 4861 Garnet Street and is ±0.160 acres in size. Submitted by Harold Pozas, property owner. Council District 5.

Kaiser: All right. We are moving on to new business this evening. Item number 9.1 is next on the agenda. For those of you who will be traveling home, safe travels. Thank you for participating tonight. So staff we'll turn it over to you for 9.1, a request to approve a variance of 23 feet in the front yard setback on Garnet Street.

Banegas: Mr. Chairman, Commissioners. Vincent Banegas, interim planner for the record presenting the second case here, first on new business, for a variance request at 4861 Garnett Street. It is case 24VO0500047. It involves property that is currently developed as a single-family lot. It is plus or minus 0.16 acres in size. The property is zoned R-1a, which is single-family medium density residential. And the house that sits on the property was developed in 1987 according to assessor records. And there is currently a metal carport that as identified by the applicant was constructed in March of 2022 without a permit. The placement of the structure is plus or minus two feet, some of the pictures would illustrate a little less distance than two feet, but I'm going to say plus or minus two feet from the property line. A significant portion, probably shy of 50% of the structure sits within a 12 foot utilities easement that exists along the front property line. With the encroachment of the structure in that easement there is no existing encroachment agreement that has been secured for that structure.

The zoning map is identified above. The property in question outlined in this teal color hatched in red. You have Garnet Street here, you have Emerald Street to the east, and Jade down here and Beryl, I believe it's Beryl Street to the west. And so it sits in an area of Las Colinas. One of the original areas actually that is zoned R-1a. The rest of Las Colinas became a PUD, planned unit development, and was developed in accordance with those guidelines. But this area in yellow follows the R-1a standards.

You have some medium density residential zoning down below in the R-2 zone, and then you also have some R-3 further southeast. The property is outlined again in teal on this aerial map. You can see that the surrounding properties are largely entirely developed, at least in this photo shot. You begin to see a little bit of the carport in question which I'll have photos that show that more clearly.

So the request that came in is plus or minus 23 feet variance to the required 25 foot front yard setback for carports and garages in the R-1a zone. The applicant justification for the variance request, as you can recall justification is required to be based on hardships, there's three that are illustrated in the code. And in this instance the applicant didn't specifically address or demonstrate any hardship per the code, but does refer to some recent medical related issues and hence medical bills and as a concern and the use of the carport at present for some of the daughter's therapy. Physical therapy, I would assume. The applicant states that he was aware of the need for a permit and discussed the matter with the contractor who was erecting the structure. He later learned that a permit was not secured. And when he attempted to follow up to correct the situation, he was not successful in doing so. Apparently the contractor that had put it up, if I recall correctly, was either out of business or moved on. So it was difficult to get resolution to that matter.

This is a site plan aerial combination here that was submitted by the applicant. The primary structure, the single-family home is here. And you see the carport in question here. This is that easement that I referred to, the 12 foot utility easement. So you can see just shy of 50% sits within that easement. And certainly looks like it's a little shy of two feet. But nonetheless, the plus or minus perspective on the advertisement covers us in terms of the variance request. And it is this structure that is in question.

A couple of photos or few photos that illustrate the existing carport. It's this unit here, sits in the front driveway. From an angle shot you can kind of see it poking well beyond the house. It's all metal. And it again has existed since 2022. It's got a colored roof, it's not all just the shiny metallic, the supports are but the roof at least has some color to it to help it I would assume blend in with some of the portions of the home that are painted dark. This shot here is looking at it east, as well as this one head on shot.

And notice was sent for this case pursuant to code. Staff received one phone call regarding this case and it was inquiry only. They weren't sure what it involved and so we discussed that and they didn't give any indication whether they're in favor or opposed to the structure. Staff recommendation and findings as it relates to this is a recommendation of denial. The findings are that a garage carport is required to meet a minimum of 25 foot front yard

setback in the R-1a zone. The request does not appear to meet the criteria for decisions, and that section specifically talks about specific hardships. Again, it was not specifically stated which hardship they we're applying. Staff is just assuming that it's a monetary hardship, one of the three that's addressed. The carport itself was constructed without a permit. The carport significantly encroaches into the 12 foot utilities easement and no encroachment agreement has been received or submitted for. And then accessory structures in that it is not attached to the house. Accessory structures are not allowed in the front setback. And the reason why I have attached and detached, if the structure is attached it's certainly able to be heard by this body as a variance of setback as part of the primary structure. If it is detached, it is flat out not allowed. So some of the conditions that I will speak to as an option speak to requiring the structure to be physically attached to the house. And towards that end, if the Commission feels that approval could be warranted, staff has provided this slide that gives you an opportunity for an alternate consideration on this issue. And that is to conditionally approve the request. Monetary considerations are allowed to be considered as a hardship. And in this case, staff considers the cost of removal of the structure to further increase some monetary hardships that have been recently placed on the family through the medical condition or situation of the daughter. The structure does blend to some degree, small degree, the roofline, for example, is pitched similar to the primary house. And the structure is not enclosed. Usually, when we start seeing enclosed structure that has more of an impact, visual impact from the roadway. And in this case, it is not. And that could be a consideration or condition placed. The carport is to be attached to the house, if you do see that approval is warranted. A building permit should be secured even after the fact. There may be additional fees associated with that permit. But nonetheless we would be interested in ensuring that proper placement, at least proper securing of the structure to the ground, the concrete, etc exists. And that construction met some standard pursuant to building code. And encroachment agreement will have to be secured and that is through our City of Las Cruces land management. So those bullet points are conditions that could be considered if you feel that conditional approval is warranted.

And your options this evening is to vote "yes." This would deny the request pursuant to staff's recommendation. If you vote "no," you would be approving the request, in which case you'll have to come up with findings of fact that support your decision contrary to those presented by staff. You could certainly use some or all of the conditions as the alternative consideration slide showed which I'll pop back up. And vote with conditions, same thing, and vote to table. And that concludes staff's presentation, Mr. Chairman. The applicant, Mr. Pozas, is here. Hope I pronounced that correctly. And he would be more than willing to speak on this issue or answer any questions you may have. And that concludes staff's presentation.

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Kaiser: Thank you. And does the applicant wish to speak this evening? Yes, sir. Please come forward. Please state your name for the record.

Pozas: Good evening. I'm Harold Pozas.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Pozas: I do.

Kaiser: Go ahead.

Pozas: So again it was built in 2022. Before it was built, before I gave the go signal to the contractor I specifically asked him to make sure if it needs permit. I was not aware it needs permit but I specifically asked the contractor that this permit, I want the permit to be done, because I don't want any problems in the future. Because it's a costly construction. So and it was my first time building something like that. And it was my bad that I didn't confirm that it was submitted like the permit itself. So I gave the go signal. He provided me with a blueprint thinking that was a permit. So I gave the go signal. So initially we built this for community engagement for family gatherings as well to give additional shades. As you can see in the pictures there is no, without the carport, so it's hot in Las Cruces in in New Mexico. So that was the initial reasoning for that carport. However, this changed last year towards the end of the year since my daughter was diagnosed with a rare condition which is dermatomyositis which targets the skin and the muscles. She's 15. And the other one is a juvenile rheumatoid arthritis. So every now and then we have go to doctor's appointments and everything. But the dermatomyositis is affecting her skin. So just a little bit of sun exposure to sun, she's like a vampire. So whenever she goes out to go to doctor's appointment, we did that shade. That's helping her big time. So it was, originally from we want this carport, now we need it. So that's our situation right now. It's more of my daughter. Again the hardship is there. We have to pay a lot of bills. Last year, from June to December, we had to bring her to the ER at least three times. But from June to October, through December, they were under Medicaid for the longest time, my three kids. Because of COVID it was extended, extended. And then come June of last year was it was discontinued. So and then in October when we found out about my daughter, so we had to bring her to the ER and medical bills are piling up because of that. So that's number one as well. But the most important one is my daughter needs it because whenever she goes out of our house that is helping her.

Kaiser: Thank you.

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Pozas; Thank you.

Kaiser: Any questions or comments from the Commission?

Smith: I'm not sure if I have a comment, or a question. But we've had a number of these cases come before us. And it always comes back to the lack of permit, of course. And you know we've had a number of companies that have come in and you know and built these structures. And it really puts a burden on this Commission because it's obvious that a permit is required, these structures get built. And we end up you know denying a variance because it just, there needs to be a communication between the homeowner and the contractor and the City to make sure that this is done. And I'm not quite sure how that can change. And you know so I'm very sensitive to you know your daughter's condition. And, but I just want you to know that each time one of these cases come before us you know it's generally the same scenario. And so we have to make a decision based on you know the violation of the code. And I just wish that, it seems like there should be a solution. And I don't know if it's a simple solution or not, to make sure that you know any residence that wants to have any type of shade structure or shelter constructed has knowledge and understanding. I know the onus is on you, as you stated it was your bad that you didn't follow up. It happens. And but I just feel like that there needs to be, I guess I'm making a comment not a question. But I just feel like there has to be some type of process where the residents, the homeowner knows, number one that it is required, and number two that it's, there needs to be a follow up and have it in hand before they even you know break dirt or break concrete. And I don't know if there's something that the City or staff codes is looking into some way from campaign, some way of like if you want a structure build, this is what you have to do. I'm sure there's something on a website. I'm sure it's all there. So I just wonder if there's something that can be done or is being done. This is a very common situation that occurs.

Banegas: Mr. Chairman, Commissioner Smith. Just a couple of statements to that point. City staff has in some of the meetings that we've held, we hold a planning review team meeting every week just about. And this issue has come up as to how we can allow carports or garages to encroach not into easements but encroach into the setback. And one of the thoughts we came up with, we haven't followed through with it yet, but one of the thoughts was to specify in code that certain elements, architectural style, that kind of thing be incorporated into the design of these carports/garage. so that it is more integral to the primary structure, it blends better, it's easier for the neighbors to accept that kind of thing. Metal structures are still kind of a bone of contention with some staff. And so we're looking into how we can codify rules and regulations that would allow it. And to avoid going through unnecessary approvals, that kind of thing.

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We haven't looked at specifically any campaign to discuss the need for permits with some of these companies that sell these structures. I will say that several of them, those that sell sheds and those that sell these type of structures are well aware of the need for a permit. I think unfortunately, the campaign would have to target property owners because you're right, ultimately it's the property owner that bears the brunt. But the folks that sell these structures are often very much aware of the need for a permit. I think they try to sell them, get them erected, and move on before you know the issue comes up in terms of addressing applicable provisions for their construction. Oftentimes, staff will get calls and they're very vague as to location, and so on and so forth. And they're just after generalities. And these are for companies. So you give them the information and you tell them whether a permit is needed or not. And they'll get back to us. And then sometimes we find out, yes there's a problem, codes will alert us for instance and ask was a permit pulled etc. And so that's when we find out there's this type of situation going on. But I could certainly take back the issue to our planning review team. We do have Larry and David here; they're hearing the message. And maybe we can launch a campaign for better you know getting the word out to property owners to be aware that permits are needed in certain instances.

Smith: Yes, just as stated in previous you know proposals or requests have come before us. You know Las Cruces is getting hotter, sooner, longer. And this is not going to be you know a situation that's going to slow down anytime soon, especially if you know a neighbor within that neighborhood sees that there's a structure up and they're like, well you know, that's something that we should be doing too. And so it's just going to possibly exacerbate the problem.

Banegas: And a point of information, Mr. Chairman, Commissioner Smith. The variances by their very nature are case by case. Doesn't necessarily set a precedent depending on the information provided, the circumstances, that kind of thing. You certainly base your findings and your vote on the information that you hear.

Kaiser: All right. Commissioner Acosta, did you have something you wanted to say?

Acosta: Yes, for the applicant I just wanted to clarify the dermatitis condition that was being referenced. And then I have a follow up question after that.

Pozas: So as far as dermatomyositis is a rare condition. Her antibodies is high, so it's targeting those antibodies is kind of it should be the, if the person is sick those antibodies will attack the virus or anything like that. So on her case, it was her skin and the muscles are being targeted. So right now she couldn't even walk, she couldn’t and even stand up on her own. But prior

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to that she was very active. She was part of the school volleyball team in her school, but now she couldn't even stand up on their own. We be have to carry her from sitting down position. We have to walk with her. She couldn't even walk by herself.

Acosta: And forgive me this question feels you know a little misled. But what do you do when you park everywhere else in town. When you take her to doctor's appointments and everything like that, because we don't really have a lot of shade coverage anywhere else.

Pozas: Right. So right now we are on the process of, it's kind of hard, because we always park at the handicap parking without the proper what do call this documentation. But we're in the process of doing that as well. But I park like the nearest handicap parking just to offload my daughter. And after that I'll go ahead and move my car to another spot. So that's what's going on right now whenever we bring her to the doctor.

Acosta: Which inherently she is exposed to the sun at those points right.

Pozas: At those points, yes.

Ads Thank you.

Murray: I have one quick comment. If we were to approve this with conditions, I would just recommend that we add to be removed when the property is sold to another individual. So it's not grandfathered in, if that makes sense.

Kaiser: I'll have to refer to staff for point of order on that one.

Banegas: Mr. Chairman, Commissioner Murray. The variance runs with the land. I guess you could specify that. I know we've required you know no enclosure of carports. That kind of thing. And especially in the back patios, that kind of thing. And it's hard to enforce. So I think if the applicant is willing to accept that I would think that could be placed.

Kaiser: So both before we get there, is, part of the problem is there's the 12 foot utility easement, right.

Banegas: Yes.

Kaiser: So if the utility needed to come in and do work, it's my understanding that they have every right to rip up the carport and they're not responsible for replacing it, correct.

Banegas: That's correct, Mr. Chairman. If approval is granted, even with the conditions, they're still on the hook to get an encroachment agreement.

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That'll be through the land management office here with the City. But you're right, part of the encroachment agreement will specify that should work ever need to occur within that easement, if they need to you know cut through that carport, they'll do so and it'll be the property owners responsibility to repair, replace whatever.

Kaiser: So I mean I'm comfortable adding, If staff thinks that that is a legit condition of upon sale it needs to be removed. I'm comfortable adding that. I think for me the unfortunate part is the utility easement kind of complicates things. We could approve this. You could go try to get the approval from the utility and they have every right to refuse your request. That being said, I mean you know it is a little silly that you have a public right-of-way and then you get an additional 12 foot easement on your front yard. I don't know why we can't just put things under the street, which is a logical place for them. Because if there wasn't a utility easement, I think it would be easier for us perhaps to make an exception here. But you know that being said that there are rules, like you said, you made a mistake. We all do. I completely understand it. I certainly feel for your daughter, your family. You have a garage. I don't know how that plays into if you can get a car in there you know to get her in and out. That certainly seems to be an option for you. So it's tough. I mean we've seen these, like Commissioners Smith said, a number of times. It's not easy. It's just kind of is what it is, I guess.

To the point about education. I think to any extent that, especially since we've seen a volume of these things, I think we always can be looking at how we can get the word out. I think I actually saw something in the Bulletin I want to say, after the last kind of round that we have in these that was like reminder. So I don't know if that was intentional or not, but I think there was some effort there. Certainly, I think if we can look around other examples, especially desert communities where maybe we can find a better permanent solution for this. I'm always a fan of planting trees. But I know you gotta wait a while before you reap the benefits. But they're you know that's just kind of where we are. So if there's any other comments or questions I think we're looking for a motion to approve and it is an affirmative for the motion.

Smith: Real quick. I know it's been a long night. And taking a lot of air out of the room here. Just a quick question. Is there any way that that carport could be modified? I'm looking at it's basically what 27 feet is the length of that carport or is that just the distance from the house to the sidewalk? And maybe I think I'm looking at that incorrectly. How long is the carport?

Banegas: Approximately 20 feet is what I'm hearing from the applicant. But significant portion, because this is the encroachment part, the …

Smith: Okay.

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Banegas: Yes.

Smith: Yes, so it would be unreasonable to, even if it's basically half the length just enough shade for them to access the vehicle, it still would not be possible to do that.

Banegas: Correct.

Smith: Okay. All right. Thank you.

Kaiser: Okay looking for a motion to approve.

Porter: I motion to approve.

Smith: I second.

Baum: Board Member Acosta.

Acosta: I vote to deny just based on looking at the site and the situation.

Baum: Board Member Porter.

Porter: I vote to deny based on staff recommendations.

Baum: Board Member Smith.

Smith: I vote yes with conditions. And the condition would be that …

Kaiser: Sorry. Commissioner Smith. There were no conditions on the motion.

Smith: I thought they were in the presentation.

Banegas: Mr. Chairman, Commissioner Smith. The motion did not include any conditions.

Smith: Okay, my apologies. Based on that, I deny.

Baum: Board Member Murray.

Murray: I vote to deny based on staff recommendation.

Baum: Chair Kaiser.

Kaiser: No, based on staff recommendation.

Baum: Motion fails.

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Kaiser: All right. Thank you for coming out, sir.

Murray: Can I make a motion to suspend the rules of order to include 9.3, 9.4, and 9.5 to be heard together?

Kaiser: We've got 9.2 to go first. I know we all want to go home, but we're not quite there. So with that we'll, but I guess briefly does anyone need a bio break? Because we could pause for that. Do we need make a motion for that? Okay. I'll make a motion to recess and return at 9:12. It that enough time? Okay. We're going to need a second that and vote.

Murray: I second.

Kaiser: Okay, so recess, 9:12. Be fast.

RECESS OF APPROXIMATELY 10 MINUTES.

Kaiser: We will call this meeting back to, I don't know non-recess.

Ochoa: Order.

Kaiser: Order. There you go.

**9.2 Case 23ZO0500027:** A request to approve a zone change from R-1a (Single-Family Medium Density) to C-3 (Commercial High Intensity) for 5.00 + acres and OS-R (Open Space-Recreation) for the remaining 43.75 + acres of a parcel located at 2040, 2045, 2060 & 2065 E. Madrid Avenue. The proposed zone change aligns with the Apodaca Blueprint. Submitted by Souder, Miller & Associates, Representative. Council District 1.

Kaiser: Item 9.2, a request a zone change from R-1a to C-3 and open space on Madrid Avenue.

Ochoa: Next zone change you have before you is for property located at 2040, 2045, 2060, and 2065 East Madrid Avenue. You all may be familiar with it. But I'll just go through my presentation. Subject property is located on the west side of Triviz Drive, directly north and south of East Madrid, that intersection there. It is currently vacant or undeveloped, but it was previously used for the City's stormwater levee system that we had a while ago. Property encompasses roughly 48.75 acres in size and is currently zoned R-1a single-family medium density. It does have frontage along a minor arterial roadway which is what Triviz Drive is designated as. And a major collector roadway which is East Madrid Avenue. And this area is actually part of what is the Apodaca Blueprint Policy Plan.

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Showing the zoning here, as you can see highlighted in yellow R-1a nothing but R-1a surrounding this property. Interstate here to the east. Showing here the actual vacant property. Again nothing but single-family to the west and the interstate to the east. The applicant is seeking to rezone for roughly about five acres of that property for C-3 commercial high intensity zoning and the remaining 43.75 acres will be rezoned to what is OSR, open space recreational. The C-3 areas are for future commercial development. They will have to follow the Apodaca Blueprint Policy Plan which did actually want this type of zoning in that area to have kind of a supportive commercial zoning for that area. And the OSR areas will be for a park and other City facilities. Staff did talk to Parks and Recreation, they are looking at doing a, trying to keep it as natural as they can, removing some invasive species that are there as well, of plants. But mostly keeping it as natural as they can, some minor pocket parks here and there and trail system within that area.

Staff did take a look at this. There's no public safety, health, or welfare issues associated by staff. And we feel that there'd be no adverse offsite impacts with the proposed zone change. The proposed zoning does align with the adjacent what is the suburban neighborhood place type, because you already have all your single-family development, now we need some commercial and some open space for that area as well to make it more of a complete neighborhood if you will. It is located along a minor material and major collector roadway where C-3 zoning is encouraged. And those types of roads are used to utilize to have access to parks. It is also supported by the Apodaca Blueprint Plan and its future development map, which is seen here. As you can see, the actual Apodaca Blueprint calls up for this to be relatively untouched if you would just to be used as a park facility area with some trail systems. And then the commercial right at the intersection of what is Madrid and Triviz, three acre parcel to the north, and a two acre parcel to the south.

Showing here this is what is being proposed by the applicant. The vast majority of everything staying OSR. But those two small total of five acres of a C-3 zoning. Subdivision here that actually created those lots showing the two different lots that will be utilized for commercial. And the larger tracts, as you can see here will be utilized for that OSR zoning designation. Notice was sent out to all surrounding property owners within 500 feet. Staff did receive four phone calls actually in support of the proposal zone change and two phone calls just getting general information. We also had a gentleman come in today, again asking some questions about the zone change and he was totally supportive of it and he feels that it's a great connection for what the Apodaca Park will have coming all the way down Madrid when City does all those improvements to the roadways in that surrounding area.

With that staff does recommend approval for the proposed zone change based on the following findings. Located along a major collector and minor arterial where C-3 zoning is encouraged. Will help ensure the subject property remain sensitive to the character of the existing neighborhood. I'm pretty sure you all remember this last time when we had that subdivision before you all, neighborhoods very conscious of what is going on in their area so we feel that this would be definitely sensitive to them. Additionally, the proposal zone change is supported by the Apodaca Blueprint Policy Plan and the future development map. And based upon staff's analysis, we believe that it does meet the intent of Elevate Las Cruces as well as the 2001 Zoning Code as well. With that your options are one, to vote "yes" and recommend approval for the proposal and change, two vote "no" and deny. If you do vote to deny, you will have to provide new findings of fact. Three to vote to amend or four, table and postpone and direct staff accordingly. The applicant representative is here as well. He has a presentation as well. And I stand for questions.

Kaiser: Thank you.

Murray: I just a general comment. Since we got so much opposition last time, I'm assuming notification was resent out, which clarified what we were trying to do the previous time.

Ochoa: Mr. Chair, Commissioner Murray. Yes. So the new letters that we sent out was a little more clearer as to what was being presented at this time. It actually flat out said zone change for just this area for C-3 and this large area to stay OSR. I think as soon as people saw 43, almost 44 acres of open space, I everybody is just happy to see that that was going to remain open space. There was some consideration of staff allowing for single-family very minor amount of single-family. But we decided just to keep it all open space considering we had that large outcry from the neighborhood.

Kaiser: Any other questions, comments from the Commission? Paul why don't you give your presentation and then I'll ask my questions.

Pompeo: Yes.

Kaiser: Please state your name for the record.

Pompeo: Paul Pompeo, Souder, Miller and Associates on behalf of the City of Las Cruces.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Pompeo: Yes, I do.

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Kaiser: Go ahead.

Pompeo: Good evening Mr. Chairman, Commission. I have a very brief presentation, then I'll stand for questions. Once again, this project is located on the Villa Mora Dam property that's owned by the City of Las Cruces on Triviz Drive. This property lies within the Apodaca Blueprint area, which I'll speak a little bit more in a minute, and is also located on that corner of Madrid and Triviz Drive. The preliminary plat of 56.51 acres was previously approved by this commission. Note the difference in acreage between the 56 and the 48 acres that's being zoned. The 56 takes into account additional right-of-ways that are created on Triviz, the creation of the Madrid right-of-way, and also the creation of the Fairbanks right-of-way to west. These new right-of-ways will allow for future widening of Triviz, the reconstruction of Madrid Avenue. And extension Fairbanks Drive. As noted by staff, this proposal and change is five acres of C-3, followed by the remainder of the property minus the right-of-ways which will be left open space recreational. As noted by staff, this property lies within the Apodaca Blueprint Policy Plan area that was adopted by the City Council on July 2, 2018. Here's the same depiction showing the land uses and the uses of the property within that area. There's a blow up of the intersection showing the commercial tract and also for community uses to the south. With that, that completes my presentation, Mr. Chairman. And I'd stand for questions by the Commission.

Kaiser: Thank you. Believe it or not you almost answered every single one of my questions in the presentation.

Pompeo: I'm getting better, Mr. Chair.

Kaiser: But just to clarify. So the applicant is the City, correct.

Pompeo: Yes, Mr. Chair.

Kaiser: The way you were referring to the applicant in third person it had me unsure. And then as far as the uses go for the C-3. I mean can you talk a little bit in the City's perspective of what kinds of uses you want to see here? I'm just a little concerned about the C-3 being a bit too aggressive based on my understanding of Apodaca Blueprint. So whoever wants to answer it, but probably staff.

Ochoa: I'll give it a stab. So, Mr. Chair, the reason C-3 is being used for the property is because that is the only really zoning designation we could put that would allow the commercial uses that we're looking for that area. But what we're looking for in the way of the Apodaca Blueprint calls out it's supposed to be like supportive commercial for not only the neighborhood, but like for the parks as well. So nodes or buildings with you know, you can go get some

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ice cream and go to the park, services that will be kind of affiliated with that area is what we're looking for. The Apodaca Blueprint does call out a list of actual uses there but really not big box and not only that since it is City owned property, that's definitely something that we would be keeping an eye on, making sure it aligns with policy. But if you feel that potentially that may be an issue, a condition can always be added that it says that just follows the guidelines of the Apodaca Blueprint Policy Plan to make sure whatever does get developed there, we make sure that we're following that policy plan and what's called out for it.

Kaiser: Yes. I think that is kind of my concern is that if the City wants to you know offload those parcels for development that we could end up with a developer who's like, C-3 this is great, I could do my car washes, I could do my you know drive through this, drive through that, my regional bank, which really, to me flies in the face of what is supposed to be here like what you just described. So that's kind of my concern is that the C-3 just seems like it's too wide a spectrum here. And I don't know how we control that. I don't want to nitpick conditions here on what specific uses because I think there should be some flexibility, you know some innovation, some you know just not this rigid prescription. But I'm concerned that there's just open ended C-3 we could end up with something that we don't want because we can't control the developer once it's out of our hands.

Ochoa: Mr. Chair. Staff is aware of that. But like I said a condition that can be placed on there is to follow the guidelines of the Apodaca Blueprint, which clearly states what the vision of those two lots is. So that's definitely something you could add as a condition to the zoning. So it can move forward with a with a C-3C shall follow the Apodaca Blueprint outlines for what the C-3 properties would it be allowed to be developed for.

Weir: Mr. Chair and Commissioner. That's what you did with the Royal Crossing project. When you rezoned it you put the restriction on it that it would follow all the guidance that was provided in the Apodaca Blueprint.

Ochoa: Correct.

Kaiser: Okay. I guess shame on me for not having the Apodaca Blueprint in front of me. But is there any way that we can maybe review that briefly just so that I know what I'm talking about? You have internet connection, right, and pull it up.

Ochoa: Let's see here. Some ways down, let me get to that. So there are the two there. Here we go. So this is kind of showing what those two, the Villa Mora Plaza and then the development reserve. So it'd be these two right here, sir, is kind of explaining what the character that we're looking for. As you can see it does limit the total like square footage of buildings, talks about

the character what it should look like. Talks about, let's see here, how building should be pushed close to Madrid to make it a little more like a walkable type of area if you will.

Kaiser: Okay. Yes, I mean it'd be nice if it made described the types of uses just like you had stated earlier about serving trail users, the adjacent neighborhood. I just really don't want a bank; I don't want a drive-thru. I mean that doesn't serve any purpose as far as I'm concerned with the Apodaca Blueprint. And I think …

Ochoa: Mr. Chair. There's also the options you add on additional conditions to strike those uses from the permitted uses on the property. So issues with drive-thrus, issues with banks, that's removed. Not to permit those uses in the C-3 zoning sir, that's another condition that could be added as well.

Kaiser: Okay. It's just hard to sit here without you know a list that I could scratch. But I think if you could just repeat exactly what you said six minutes ago, we're golden.

Ochoa: Like for the …

Kaiser: I think the point is it's small retail establishments that provide immediate services to the neighborhood and trail users. So restaurants, coffee shops, you know small retail, a bakery, things that you just would want on your day to day that you could walk across the park and get.

Ochoa: Understood.

Weir: Mr. Chairman. Just more information. Since the City does own the property, we could always place deed restrictions and strike out certain uses before we sell the property. Since this is a zone change, the record of this meeting will be provided to City Council. And they'll be aware of the concern in the neighborhood scale intended for the properties.

Kaiser: Okay. I think as long as there's a condition that we just are consistent with the Apodaca Blueprint, I think we just go with that, make it simple. So we can leave tonight. I don't think, so I think in order to make this happen if someone wants to … yes, almost forgot. Thank you for reminding. Well go to the public. Is there anybody in the public who wishes to speak tonight? Please come down. Please state your name for the record.

Heath: My name is Cynthia Heath.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

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Heath: I do.

Kaiser: Go ahead.

Heath: Yes, I live on Fairfax and Triviz which is right across the street from where they want to do all of this. And Triviz is a two lane street that they use like a racetrack. Madrid, they just extended that street from Triviz to the other little street that start with A, I can't think of the name right now. It's too late. All of this that he's talking about commercial, there's no room for commercial there. There's property there for commercial, but there's no entrance or way to get in and out with all the traffic that runs up and down. You've got Telshor on the other side of the highway that they use, like a racetrack whenever they can. Triviz is same way on this side of the highway. You know we need to know what kind of commercial buildings are going to go in that space you know to just say, we going to use it for commercial purposes, just like you said, we don't want a carwash there. You know if you're going to have the parks here and you're going to have commercial there, what kind of commercial are you going to have there? It has to be something that's going to benefit the community not something that's just going to line somebody's pockets by having big business. Thank you for listening.

Kaiser: Thank you. Anybody else in the audience wishes to speak on this item? All right. Hearing none. I'll come back. And just to touch on one point that she just brought up. The plan is to actually improve that intersection Triviz and Madrid and include an actual connection to the multiuse trail. So I think we're going to see some really great things come out of this particular project. Commissioner Murray.

Murray: Would it make sense to table this so that we all have enough time to review every allowed use in C-3 considering its extensive versus making a quick decision tonight?

Kaiser: I'll defer to staff and maybe it is an option, but I don't know what that does for the process.

Weir: Mr. Chair. Public Works as a grant that they need to move forward with the project. If we could pull up the municipal code we can … I got zapped. We could go through those lists of C-2 uses and if you wanted to strike those. I normally would agree with your request to table, but because there is funding for the improvements to Madrid, our Public Works department has asked us to try to be as efficient with this proposal as possible.

Nichols: Mr. Chair. If I may.

Kaiser: Yes.

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Nichols: Every once in a while a project comes along that giving up more time is not going to improve it. We have had this property being studied and coming up with proposed land use. I think now, nearly four years now and as City does have ownership, there is quite a bit of control on that. But as far as saying that we need to know what type of commercial structures may go there. The person has to know the zoning that would enable them to tell you what kind. So the zoning has to come first. I would just state that I think this item is ready for action.

Kaiser: Okay. Yes, we can go through and strike, I don't know we want to capture that. How should we capture that?

Ochoa: Staff can make a list, sir, so that way when we basically print out this list and do the strike throughs or whatever uses you feel that should not be permitted on the property. So we start here with the residential related uses. I'm guessing probably remove all those because we don't want residential, just straight commercial. There's agricultural, institutional, childcare, community buildings, hospital, library, recreational, there are a number of recreational uses that could potentially go on there. Service uses. So this is your office, is your accounting, art studios, bank bonding, I believe that's one that you were, had feelings about removing, beauty salons, business offices, consulting, credit reporting, medical offices, dental offices, real estate, tax preparation, and we'll get into the retail land uses. So auto truck parts, auto truck services, bar, pub, tavern, building materials …

Murray: If I may. I think if we just start at the top and start crossing off we can expedite it versus going through. If I do say myself.

Ochoa: Okay.

Kaiser: Yes, I mean I think the residential seems like we want this to be commercial, primarily.

Murray: I mean I guess looking under the residential like what's wrong with a greenhouse or community garden? What's wrong with exercise, courts, tennis, that's not the proposed use?

Kaiser: I mean I don't disagree. But there's how you know 40-something acres of park land that I think that seems like where I would place those if they were to be incorporated.

Ochoa: Mr. Chair. Point of clarity. These are residential. So it's a green house, but it's noncommercial. So in other words, it's a greenhouse associated with that home is what it would be. So these are residential related.

AUDIENCE MEMBER NOT AT THE MICROPHONE.

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Kaiser: Unfortunately, we've got to press forward.

AUDIENCE MEMBER NOT AT THE MICROPHONE.

Nichols: Excuse me. Madam, would you step up to the podium, please for your question. Thank you.

Heath: I'm sorry. But if they already have it zoned as a R-1a and you want to change it to a C-3. Everything around this area that you're talking about developing is houses, homes are there. Just homes. You know then on the other side you've got the highway. So you want to put commercial between the highway and these homes. Have any of you ever been down that street? Have you been down Triviz to see this area, this stretch of area that they're talking about? I can understand the parks. That would be fine. But to put commercial on Triviz, that's a terrible place to put it. It's a terrible place to put it. Thank you.

Kaiser: Thank you.

Heath: Okay.

Kaiser: Understand.

Ochoa: So we got your residential uses, we'll strike through those. Agriculture, veterinary facility, would it be okay with that there?

Smith: I guess this exercise that we're conducting to go through this entire list. I refer back to Mr. Nichols who stated that this is City property, they have a lot of control over the type of commercial business goes there. And I feel like this is kind of a futile exercise to go through this entire list to strike out what we as a Commission think should or should not be there. I feel like we should vote on this, move it forward. And you know the type of commercial businesses that want to develop their still have to go through the permitting process through the City. And I just feel like we could be here till midnight going through this and striking this out. So it's already been a long enough night and we also have other applicants that are here waiting.

Kaiser: Yes, I mean I completely agree with the Commissioners. I just wished staff would have articulated this a little bit better. And I mean it's there, it's in the Apodaca Blueprint. It's not hard in my mind to just translate that over into the staff report into the recommendation of like this is the vision, this is what we want to see. And instead, we slap C-3 on it, and I understand that the City currently has control over this, but at some point, you're going to release it out to a developer and that may come at a time when none of us are here. None of you are at the City. And we get a whole nother regime

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that says no, I want another Mr. Carwash, because that I think is perfectly allowed under the C-3. So I agree with Commissioner Smith. I mean, this list is way too long. I don't want to be here going and nickel and diming this thing. I just wish staff would have been a little bit more, just say what you want, just, and then let us decide if we agree or not.

Ochoa: Okay. Again, for point of clarity Mr. Chair. Again, we do have the Apodaca Blueprint still in place that could definitely guide the development of this property as well. Plus with the condition that I believe that the Chair asked for, I think that's something we can definitely put into effect as well.

Kaiser: So one option for us is we can just table the conversation and move it to the end of the meeting so we can get through the next item on the agenda and then those folks and go home and we can come to a conclusion on this one. Does that still work? Okay, so we'll make a motion to table this item until we hear the remaining items on the agenda.

Smith: I second.

Murray: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

**9.3 Case 24CS0500021:** A request to approve a master plan known as the Tierra Hermosa Master Plan for property that encompasses 54.286 + acres, is zoned R-1a (Single-Family Medium Density) and is located on the east side of Porter Drive,

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south of Village Drive and north of Central Road. The master plan proposes mostly a single-family residential development with 354 single-family townhome and detached home lots with one tract of land dedicated for drainage, one tract dedicated for a park and two lots for potential future commercial development along Porter Drive. Submitted by GEM Surveying, representative. Council District 5.

Murray: Can I make a, what do I want to say, a suspension of the rules of order to hear 9.3, 9.4, 9.5 together.

Kaiser: I'll second.

Nichols: Mr. Chair. If I may. I appreciate that motion. We have lost security here. I thought we would be finished by nine. And the security guard has left. So I've had to lock the exterior doors. But we need to, if we could go ahead and move forward then that would help us with the security of the building. Thank you.

Ochoa: And I believe we have a motion and a second. So we need a vote please.

Kaiser: We need a vote.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

Kaiser: All right, we will now hear items 9.3 to 9.5

Ochoa: Correct. This is the Tierra Hermosa, what is called the Tierra Hermosa a master planned area, Phase 1 preliminary plat, and Phase 2 preliminary

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plat. Current conditions in the master plan is located on the east side of Porter Drive, south of Village Drive and north of Central. The entire area encompasses roughly 54.286 acres in size and is currently zoned R-1a which is single-family medium entity. It is vacant and undeveloped. Phase 1 preliminary plat located in the same location, same area, encompasses 14.745 acres in size, also zoned R-1a and vacant and undeveloped. And finally Phase 2 located in the same area encompasses 13.029 acres in size is zoned R-1a single-family medium density and also vacant/undeveloped.

Showing the subject property here. As you can see you all completely zoned R-1a. Surrounded by R-1a zoning to the north, east, and south, and some R-1a and to the south as well. Showing here as you can see just one big, large vacant piece of property out here off of Porter Drive. What the master plan is proposing is a 354 single-family lot subdivision, which will be made up of not only townhome lots but also detached home lots as well. It is also proposing one tract of land for drainage that will be dedicated to the City, another tract of land for a park that will also be dedicated to the City. And two tracts or lots that have direct frontage on the Porter for future development, commercial development. That will require a zone change in the future though, so right now it's just a placeholder with the master plan. The proposed master plan is proposed to be developed in five sequential phases.

Showing here the Tierra Hermosa Subdivision master planned area. Showing here how that phasing area happens, the drainage issues in this area, as well as where the road network will work through for this subdivision. Commercial area is located here to the west, which is essentially the last phase of the subdivision. The preliminary plat proposes 96 single-family residential lots made up of townhomes and detached homes with one tract of drainage that will be dedicated to the City. All internal and adjacent roadways requiring improvements to City standards for access for this phase shall be developed with this phase. The proposed preliminary plat does follow the Tierra Hermosa Master Plan.

Showing here that Phase 1 with those townhome lots to the north among Village is where Phase 1. It will be accessed off of Village with internal roadways in here and there's that one tract of land that will be dedicated for a pond. Phase 2 preliminary plat proposes 76 single-family residential lots, again made up of townhome lots and detached homes with one tract of land for a park. All internal adjacent roadways requiring improvements to City standards will be required with this phase. And the proposed preliminary plat does follow the Tierra Hermosa master planned area. Shown here that second phase essentially directly east of what is Phase 1. The additional lots here and the park located here within the center of the actual subdivision itself.

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When staff took a look at this we did see there's no real life, safety, or welfare issues identified with the master plans or the preliminary plats. The master plan is considered part of the planning phase process where a proposal is viewed as a conceptual tool. So that's really what a master plan does is kind of just conceptually outline what the area is and how it's being phased out and so forth like that. Preliminary platting process is to establish quality site design as well. The proposed subdivision provides for a more attainable housing in the area with townhomes, that's definitely a housing type that has not existed in this area. A lot of R-1a but it's all detached single-family homes. No attached single-family homes, which this would solve that issue. It does provide for a range of housing in the area per Elevate Las Cruces. And the commercial lots or tracks are located along a principal arterial roadway where commercial zoning is encouraged.

Notice was sent out to all surrounding property owners within 500 feet of the proposed subdivision. Staff did receive two phone calls seeking just general information. But it, that's what I did the presentation but today staff received two more phone calls actually in support, would like to see this development happen for the roadway improvements to occur in the area, not only to the widening of Porter and Village but also the actual construction of Central as well.

The DRC did meet to review this proposed subdivision. The DRC does review technical components of the subdivision including infrastructure, utilities, and other public improvements. Lengthy discussion did occur concerning outstanding comments that are needing to be resolved by the applicant's design professionals. The roadway widths and designs for this area. The resolving of drainage issues as well. After more very minor discussion, DRC did unanimously recommend approval with conditions for the proposed master plan and two preliminary plats. The conditions being that that they would remove any reference to a street cross section within the actual documents themselves, essentially just providing the width to allow the City to design those cross sections at the time of development. Two full wide driving lane shall be required on Central Road. And all outstanding staff comments shall be addressed prior to the Planning and Zoning Commission meeting, which they have been.

With that staff does recommend approval with those conditions for this proposed master plan and two preliminary plats based on the following findings. Proposed master plan meets the requirements of the master plan as called out by the subdivision code. The proposed preliminary plats do follow the Tierra Hermosa master plan. Preliminary plats meet the requirements for preliminary plat as called out by the subdivision code. And also based upon review by staff, the proposed master plan and preliminary plats all comply with the 2001 Zoning Code as required and the City of Las Cruces design standards. Additionally, with that also that the DRC did

recommend approval with conditions for the proposed master plan and preliminary plats during a public meeting on May 8, 2024. With that your options, one to vote "yes" and approve the proposals as recommended by staff, two to vote "no" and deny, a denial would require additional findings of facts by the Commission if they deemed to vote that way. Three to vote and amend or four, table and postpone and direct staff and the applicants accordingly. The applicants are here if you have any questions for them. And I stand for questions.

Kaiser: Thank you. Does the applicant wish to say anything? All right. I like the enthusiasm at 9:51.

Dickerson: I'm here for you.

Kaiser: Please state your name for the record.

Dickerson: My name is Marci Dickerson.

Kaiser: Do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Dickerson: Yes, sir.

Kaiser: Go ahead.

Dickerson: My name is Marci Dickerson. And I am one of the three principals of the Porter Road Investment Group. My other principals are with me, the Spedalieri's as well as the Jackson, Johnsons behind me. What we're trying to do here is something that is brand new to Las Cruces. We have partnered with French Brothers, the City of Las Cruces, and even El Paso Electric have all come together to bring Las Cruces something that we don't have. Our average new home or resale is average of $330,000 a home. Now with 7% interest, most people, working families, can't afford that. There is something called affordable housing as you all are well versed in, then there is attainable housing. We intend to bring attainable housing to Las Cruces. What is attainable housing? Attainable housing is basically where working families can afford their house payment. The houses that are going to be available by French Brothers, built by French Brothers in this subdivision will all be between $195,000 to $250,000. That is amazing. People can afford that. They can afford the dream of homeownership. They can raise their children, not in a cramped apartment. They can afford all of those things. And that is what we're bringing to the community.

We're installing a two acre park. The park, the majority of the park is going to be for use for sports fields. We all know people don't need to travel and travel and travel to get to play baseball and soccer and all the things that

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our kids, I mean, we live and die by that. We are a baseball and soccer town. You know we're going to have those things. We're going to make sure we've met with the people in charge of parks to have a really good you know a really good environment there for not only is it are the people that live in our neighborhood, but the people in adjacent neighborhoods as well. We also with Central, we're going to solve right now, if the majority of this is in a flood zone. All of my engineers and the people behind me have worked really hard to work with the City not only to solve that problem, but to solve a major drainage problem in Phase 3 that we'll be back to talk to you about later. But really the biggest piece is this. We're going to bring attainable housing to our community. And all of those people that we talked about earlier today. I'm really glad we don't have apartments by the way, just want to say that. But all of those people that you all talked about today about this creating more housing, finding places for these people to go. That's what's going to happen in our subdivision. So I'm here for any questions. I also have my fabulous panel of experts with us who've been brought on to make this project happen. But we would appreciate you all allowing us to move forward. Our goal is to have houses ready for people to buy at the end of this year. Thank you.

Kaiser: Thank you. Any questions from the Commission? Commissioner Murray.

Murray: I just have a quick staff comment. So basically what we're approving tonight is the master plan. And then we're hearing Phase 1 and Phase 2 preliminary plats. And then later on, they'll come back with Phase 3, 4, 5.

Ochoa: Mr. Chair, Commissioner Murray. That is correct. Three, 4, and 5 will be coming back before you all at a later date. They will be coming in in sequential order essentially.

Murray: And then the improvements to Central Road. is that going to be like a paved street all the way through from the cul-de-sac on, forget what it is, all the way to Porter.

Ochoa: Chair, Commissioner Murray. They are essentially required to provide full improvements for Central just from the edge of their subdivision to Porter Road. So that portion of the Central will be done. The other connection, the City sees an issue with that because there is drainage issues that the City is trying to resolve out there, so it's a possibility some other additional improvements will be done by the City because we needed to take care of that issue ourselves.

Kaiser: Any other questions? Commissioner Smith.

Smith: I don't have a question. I have a comment. You know after our earlier I guess contentious presentation, I just want to state that it's a pleasant

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surprise to see this type of plan in development, particularly in regard to townhomes. Just as Ms. Dickerson stated, you know we do have a need for housing. And I liked that you delineated between affordable and attainable, because we do have a number of working families and Commissioner Kaiser, I mean he basically you know he's a working man with a working family, his spouse and he had a difficult time just trying to find a place to rent, let alone purchase. So this is a great opportunity. I think your presentation of this type of plan is what the City needs. And you know as we go forward I hope that this is something that we can continue to see in the future as you know the housing needs in Las Cruces continues to grow.

Kaiser: I don't know that's I'd call myself a working man, but I do my best. Just a quick, hopefully a quick question, seems like I opened some cans of worms tonight. On Central, that is Central Avenue, it's my understanding that an alternative right-of-way/cross section was proposed. But City staff's position was they wanted a full of a larger right-of-way I guess, to have flexibility to handle I guess the transportation infrastructure and the flood infrastructure, if you will. But then we say but we have to have a 12 foot minimum travel lane. I'm just not sure we have an opportunity here to maybe do something a little bit different. We just heard a heated discussion about traffic safety concerns. We have policies already on the books that recommend smaller travel lanes to actually calm traffic. So I guess I'm just wondering why on the one hand we want all of the flexibility to design this however it makes sense, but then constrain ourselves by saying but we have to have that 12 foot travel lane.

Ochoa: Mr. Chair. That was a condition that was placed on there by Fire Department, just because the limit of the width of that road. Because the DRC did approve it's actually a smaller cross section instead of a 50 foot wide road to 40 feet. Because of that narrowing he still wanted to make sure that their trucks would be able to maneuver, because it'll be used more like a through road than an actual accessible road from the single-family residential lot adjacent to it. He just wanted to make sure he had enough room to maneuver if need be with if there's on street parking, whatever people, somebody parks they'll be able to move around. That was the reason for Fire to do that essentially.

Kaiser: Got it. It's concerning to say the least. I mean the reality is a 12 foot travel lane, that's what our entire City has been built off of. And look at the results. A straight road like Central Avenue, you better believe that's going to be a racetrack on day. If it's not already. I just, it's frustrating. I think I mean to hear everything that we heard tonight to have policies that say, this is an alternative direction. We had an applicant who was actually willing to say we want something different and we say, no we want the raceway. But other than that I think this is a fantastic project.

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Ochoa: Mr. Chair. That is your prerogative as all. That condition can be removed by the Commission if you wish to.

Murray: If I can say myself. I'm like very familiar with this area because I have a parcel for sale two lots over. So I will say right now Central is undeveloped, as it is. And it's kind of difficult because, I don't necessarily see it becoming a speedway, just on how they're doing it. The access is going to be from the other side, on Porter and Village. And kind of where Central Ave. ends where my lot that I have for sale, it's a cul-de-sac right now. So creating that as a thruway is just going to be difficult. It will definitely be another exit and entrance point, but I don't think it's going to turn into another 500 speedway or something.

Porter: If I can say something. I think that it's actually going to slow it down. I go through Porter every single day. I live in that area. And you know there's always on their four by fours, they're always doing something. And it's at three in the morning sometimes. So actually building homes there would actually slow down all of the noise, all of the speeding and everything. Just because I've lived there so long. It's also going to help the flooding a lot because we get really bad rain during July, and some of August, and there's times where if you don't have a truck, you can't pass and that dirt is bad, too. So it's very underdeveloped. There's nothing there but tumbleweeds and all kinds of animals. So I really love the idea, especially of the attainable housing, because that's kind of what we need right now. It seems like it's been a common theme today.

Kaiser: Thanks. And I certainly you know appreciate the perspective. I think if you look at the data, the data says wider travel lanes equal faster speeds. I know in my own neighborhood, it's a residential neighborhood, we like to say the local streets they're safe, right. They're not. I mean the safe local streets in our neighborhood are essentially fair lane streets without cars parked on the either side. So it's just, we had an opportunity, have an opportunity to address some of these issues that we heard about tonight on the front end. I think undercutting the flexibility that we sought on the one hand by saying we need to have the 12 foot travel lanes; you know I would like to strike that I know others may feel differently. But if that's something that you'd be open to striking to give … that doesn't say we can't build a 12 foot travel lanes, it just says that let's look at all the options available to us. Yes, did you want to comment or anything? You don't have to.

Dickerson: Just one thing. All of Central will be done in Phase 3. And I do know that Fire you know had said that, but I think one of the other things that we're all kind of waiting to see, and trust me Phase 3 will start the minute, the planning of that will start the minute we get the permit for this one. Is what it's going to take for the drainage, the roads, and those types of things. You

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know, bike lanes are considered. There's a lot of things that we're looking into on that. But really the basic of it is going to be you know of course, what is our public safety, which is going to be what Fire requires. But also exactly what that drainage is going to look like to make sure that we really have a safe place for the water to go, but as well for our people to come and go from their homes. So I think that is you know a big importance. And like I say will be addressed in the Phase 3 application. If you don't mind.

And then the second one, to let you guys know, that our Porter Road Investments, which is our development company, as well as French Bare both committed to the fact that if this one goes and we're able to do this, especially in the time span that we need to, that the rest of the other subdivisions that we're committed to doing will all be the same. We are going to come in, French Brothers is taking a little less money on it. We certainly are not making money like some of the big developers that I know come before you, but it's because every single one of us believes in the same thing, which is to build our communities with attainable housing. So thank you. But I wanted to let you know that you know this is not the one and done. So we hope to change the face of our community's housing. Thank you.

Kaiser: Thank you. Any other comments, questions from the Commission? All righty. Anyone in the public who wishes to speak on this item? We exhausted everybody. Yes, ma'am. Please come forward.

Stanley: My name is Robin Stanley.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Stanley: Yes.

Kaiser: Go ahead.

Stanley: I live on Payan Road, which is right before Central behind where this subdivision is going to be. And I just want to say I think that it's a wonderful plan. I'd love having Central paved, and so that Porter doesn't flood. Because that water runs down Central now. And I have a river behind my house going down when it rains in July and August. But I also wanted to say I know, right now I've got three generations living in my house, because they can't afford to live anywhere else. And I think it's really wonderful. So that's all I wanted to say.

Kaiser: Thank you. Anybody else who wishes to speak on this item this evening? All right. Seeing none. We'll come back to the Commission. There's no additional comments, we'll have to re …

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Ochoa: Reinstate.

Kaiser: Reinstate. Thank you order so that we can do these one at a time.

Murray: I make a motion to reinstate order to hear 9.3, 9.4, 9.5 separately.

Porter: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

Kaiser: Okay, we will start with item 9.3. Looking for a motion to approve.

Murray: Before I make a motion are we in agreeance to appro with conditions as set forward in the packet.

Kaiser: I mean I think you just make the motion if you want the conditions or not make the motion. I'm fine with striking a 12 foot travel lane.

Murray: I make a motion to approve 9.3 with conditions as set forth in the packet.

Porter: I second.

Baum: Board Member Acosta.

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Acosta: I vote yes to approve with conditions that we outlined based on staff recommendation.

Baum: Board Member Porter.

Porter: Yes.

Baum: And your reasoning.

Porter: I vote yes with staff recommendations and just meant that we decided on.

Baum: Thank you. Board Member Smith.

Smith: I vote yes with conditions based on staff recommendation.

Baum: Board Member Murray.

Murray: Yes, based on staff recommendation.

Baum: Chair Kaiser.

Kaiser: Yes, based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Motion passes.

**9.4 Case 24CS0500022:** A request to approve a preliminary plat known as the Tierra Hermosa Phase 1 Preliminary Plat for property that encompasses 14.745 + acres, is zoned R-1a (Single-Family Medium Density) and is located on the east side of Porter Drive, south of Village Drive and north of Central Road. The plat proposes 96 single-family townhome and detached home lots with one tract of land dedicated for drainage. All proposed internal roads and adjacent roadways requiring improvements providing access to Phase 1 shall be developed with this phase. Submitted by GEM Surveying, representative. Council District 5.

Kaiser: All right looking for a motion to approve 9.4.

Murray: I make a motion to approve 9.4 with conditions based on the packet provided by City staff.

Smith: I second.

Baum: Board Member Acosta.

Acosta: I vote yes to approve based on staff recommendation.

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Baum: Board Member Porter.

Porter: I vote yes based on staff recommendations.

Baum: Board Member Smith.

Smith: I vote yes based on the staff recommendation.

Baum: Board Member Murray.

Murray: Yes, based on staff recommendation.

Baum: Chair Kaiser.

Kaiser: Yes, based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Motion passes.

**9.5 Case 224CS0500048:** A request to approve a preliminary plat known as the Tierra Hermosa Phase 2 Preliminary Plat for property that encompasses 12.368 + acres, is zoned R-1a (Single-Family Medium Density) and is located on the east side of Porter Drive, south of Village Drive and north of Central Road. The plat proposes 76 single-family townhome and detached home lots with one tract of land dedicated for a park. All proposed internal roads and adjacent roadways requiring improvements providing access to Phase 2 shall be developed with this phase. Submitted by GEM surveying, representative. Council District 5.

Kaiser: 9.5.

Murray: I make a motion to approve item 9.5 was conditions based on the packet as provided by City staff.

Smith: I second.

Baum: Board Member Acosta.

Acosta: I vote yes to approve based on staff recommendation.

Baum: Board Member Porter.

Porter: I vote yes based on staff recommendations.

Baum: Board Member Smith.

Smith: I vote yes based on staff recommendation.

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Baum: Board Member Murray.

Murray: I vote yes based on staff recommendation.

Baum: Chair Kaiser.

Kaiser: Yes, based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Motion passes.

Kaiser: All right. Thank you all for coming out this evening. Feel free to stick around to continue to listen to us talk.

**9.2 Case 23ZO0500027:** CONTINUATION.

Kaiser: So, I guess now we're returning to item 9.2. And I do apologize to my colleagues. I did not anticipate opening this can of worms. Personally, I think, do we need tom we don't need to make a motion or anything to go back to this item? No. Okay. Okay.

Ochoa: Point of order, Mr. Chair.

Kaiser: Yes.

Ochoa: I believe since you did vote to table it, you need a vote to un-table the item so you can discuss it.

Murray: I'll make a motion to un-table item 9.2 for discussion.

Smith: I second.

Baum: Board Member Acosta.

Acosta: I vote yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Murray.

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Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

Kaiser: I appreciate staff printing out this list. I kind of feel at this point what Commissioner Smith said, I feel like we could spend the next two hours going through all of this. I think my point really was just we know what we want and I don't know why we just come out and say it, instead we put a land use on here that I feel like just has so much that's not compatible with what we want. And why we didn't maybe try to rein it in before we got to the discussion tonight. I think that was really just the point that I was making. So I think we can just simplify it and say, you know make it consistent with Apodaca Blueprint. I think that's fine. You know I guess for future reference if we can, if we have the vision, we know what we want to see here, let's make it very clear so that we up here can just you know move on, move it through a process. That would just be my suggestion for next time. So I'm fine with just saying, putting the condition that the land uses would be consistent with Apodaca Blueprint and we go forward from there.

Ochoa: Follow the guidelines of Apodaca Blueprint. Yes, sir. That's how staff will administer this zoning basically, sir.

Kaiser: Okay.

Weir: Mr. Chairman. You stated a specific concern about drive-thrus and drive uses, I'd recommend you make that a condition if that was truly one of your big concerns.

Kaiser: Okay. Yes, I mean I think at a minimum not allowing drive-thru establishments. I mean this is supposed to be pedestrian, serving the neighborhood, serving trail users, I just don't think that there's any need for drive-thrus here so if we can make that a condition.

Ochoa: If I may add on top of that, sir. If we are looking to try to get away from that, not only drive-thrus but any type of stacking lane, because a carwash isn't necessarily a drive-thru, it's a stacking lane, so any business associated that has a drive-thru or stacking lane associated with it, sir.

Kaiser: There you go. That'll be our condition. So we need a motion to approve with those conditions added.

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Murray: I make a motion to approve item 9.2 with conditions that it follows the guidelines stated in Apodaca Blueprint, that it does not include uses of drive-thrus, stacking lanes, and I'm going to add gas stations or car washes.

Smith: I second.

Baum: Board Member Acosta.

Acosta: I vote yes to approve with conditions based on staff recommendation and further discussion.

Baum: Board Member Porter.

Porter: I vote yes as long as it aligns with Apodaca Blueprint, does not include any drive-thru lanes, stacking lanes, and gas stations.

Baum: Board Member Smith.

Smith: I vote yes with conditions as laid out through the earlier discussion.

Baum: Board Member Murray.

Murray: Yes with conditions based on the Apodaca Blueprint and discussions tonight.

Baum: Chair Kaiser.

Kaiser: Yes, based on consistency with Apodaca Blueprint and our discussion here this evening.

Baum: Motion passes.

## 10. DISCUSSION

Kaiser: All right. Where are we? Any discussion or staff announcements?

Murray: I have one quick comment on the apartment building, the Roadrunner. For future cases of that sort, can we make sure that we include submitted site plan for reference?

Ochoa: Yes, sir. Definitely make that note.

## 11. STAFF ANNOUNCEMENTS

Kaiser: Staff.

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Weir: Mr. Chairman and Commissioners. Just wanted to inform you that on June 24, Freese Nichols, the consultants that are doing the Realize Las Cruces. The update of the development code, we'll be presenting the revised draft to the City Council. And I would encourage any of you that could make that meeting. It's a work session at 1:00 p.m. here at City Council. It will be a Monday. It'll be the fourth Monday of June. If you could attend to see that presentation. And also hear City Council's observations and input. The meeting will begin at 1:00 p.m. It's one of three items that will be scheduled for that work session. And the agenda hasn't been set yet.

Murray: And since it's City Council it will be broadcasted on YouTube.

Weir: Yes.

Kaiser: So just to clarify, this is not a joint work session.

Weir: Currently it is not a joint work session. It's just the City Council since they put it with the other items.

Kaiser: Okay. Wasn't the intent that there was going to be a joint work session. So that's going to come later.

Weir: Yes, there is another work session they want to hold. I believe they will still be in town and, is your June meeting the next day?

Kaiser: It is, yes.

Weir: We can invite them to come and present to you at your regular June meeting.

Kaiser: Okay. But there's no intent to do a joint work session as part of the process.

Weir: Not right now.

Kaiser: Go it. Okay. Thank you.

**12. ADJOURNMENT (10:13)**

Kaiser: All right. Looking for a motion to adjourn.

Porter: I second.

Murray: I make a motion to adjourn tonight's meeting.

Smith: I second.

DRAFT

Kaiser: All in favor.

MOTION PASSES UNANIMOUSLY.

Kaiser: Meeting's adjourned.

Ochoa: Thank you folks. Appreciate your hard work.

_____
Chairperson

DRAFT

**3082; Council Bill 25-011**

# City Council Action and Executive Summary

**Type of Action:**
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A | | |
| **1st Reading:** | August 19, 2024 | **Adopted:** | September 3, 2024 |
| **Drafter:** | Elizabeth Teeters | **Department:** | Economic Development |
| **Program:** | Business Development | **Line of Business:** | Business Development |

**Title:** **AN ORDINANCE AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT (NMEDD) FOR THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT TO ARTICO COLD STORAGE NEW MEXICO LLC, IN THE AMOUNT OF $600,000.00 FOR THE TERMINATION OF THE PROJECT PARTICIPATION AGREEMENT AND MATCH REQUIREMENT OF $281,400.00 IN THE FORM OF A LEDA FORGIVABLE LIEN.**

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

## PURPOSE(S) OF ACTION:

To authorize repayment.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Under Ordinance 2999, the City Council previously authorized the City of Las Cruces (City) to act as the fiscal agent for a Local Economic Development Act (LEDA) project for Artico Cold Storage New Mexico, LLC. The City received $600,000.00 from the New Mexico Economic Development Department (NMEDD) for the project. In addition, the City provided a local match in the amount of $281,400.00, in the form of a LEDA forgivable lien. None of the funds have been expended or forgiven.

The purpose of the funding was to support Artico Cold Storage with its commitment to creating jobs in the city within a period of five (5) years. Artico Cold Storage, as required by the Ordinance, entered into a Project Participation Agreement on April 4, 2022, with the City and agreed to the following: a total of 60 full-time jobs by December 31, 2026.

Due to previously unforeseen financial circumstances, Artico Cold Storage will not be moving forward with their plans for a new facility at the Las Cruces Innovation and Industrial Park and have requested to cancel the LEDA project.

Since no funds have been transferred to the company, no clawback penalties will apply. Following the budget adjustment and repayment to NMEDD with Council approval, via this ordinance, no additional actions are required.

## SUPPORT INFORMATION:

Exhibit "A", Project Participation Agreement
Attachment "A", Artico Project Cancellation Memo

**PLAN(S):**

Elevate Las Cruces

**DOES THIS AMEND THE BUDGET?:**

☐ Yes

☒ No

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

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Ordinance to terminate the PPA and authorize repayment to NMEDD.
2. Vote "No"; this will not approve the Ordinance to terminate the PPA and authorize repayment to NMEDD.
3. Vote to "Amend"; this will delay the City's ability to repay the State in a timely manner.
4. Vote to "Table"; this will delay the City's ability to repay the State in a timely manner.

**ORDINANCE 3082; COUNCIL BILL 25-011**

**AN ORDINANCE AUTHORIZING REPAYMENT TO THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT (NMEDD) FOR THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT TO ARTICO COLD STORAGE NEW MEXICO LLC, IN THE AMOUNT OF $600,000.00 FOR THE TERMINATION OF THE PROJECT PARTICIPATION AGREEMENT AND MATCH REQUIREMENT OF $281,400.00 IN THE FORM OF A LEDA FORGIVABLE LIEN.**

The City Council is informed that:

**WHEREAS**, as indicated in Ordinance 2999, the City Council previously authorized the City of Las Cruces (City) to act as the fiscal agent for Local Economic Development Act (LEDA) project with Artico Cold Storage New Mexico, LLC; and

**WHEREAS**, the City received funding in the amount of $600,000.00, from the New Mexico Economic Development Department (NMEDD), to be distributed to the project; and

**WHEREAS,** the City provided a local match in the amount of $281,400.00 in the form of a LEDA forgivable lien, for a total of $881,400.00 to be paid to Artico Cold Storage New Mexico, LLC.; and

**WHEREAS,** the funding was to be used to support the Artico Cold Storage New Mexico, LLC., project to create 60 full-time jobs pursuant to a Project Participation Agreement (PPA) entered into between Artico Cold Storage New Mexico, LLC., and the City; and

**WHEREAS,** Artico Cold Storage New Mexico, LLC., has opted to cancel the LEDA project, and since no funds have been transferred to the company, no clawback penalties will apply.

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

**(I)**

**THAT** the City is authorized to cancel the LEDA forgivable lien in the amount of $281,400.00.

**(II)**

**THAT** the City is hereby authorized to terminate the Project Participation Agreement attached hereto as Exhibit "A" and made part of this Ordinance.

**(III)**

**THAT** the City reimburse the NMEDD its original funding towards the project in the amount of $600,000.00 with no further action required thereafter.

**(IV)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

Exhibit "A"

# PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on April 11th, 2022 by and between **CITY OF LAS CRUCES, NEW MEXICO** (the "City"), a political subdivision of the State of New Mexico (the "State"), and **ARTICO COLD STORAGE NEW MEXICO LLC** (the "Company").

**Recitals.**

A. Article 9, Section 14 of the New Mexico Constitution provides counties the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.

B. Pursuant to City of Las Cruces Ordinance No. 2873 (the "Las Cruces Local Economic Development Plan"), adopted on September 17, 2018, the City established the City of Las Cruces Economic Development Plan (the "Plan") as the City's economic development plan as required by Section 5-10-6, NMSA 1978.

C. As provided in the Las Cruces Local Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to $600,000 from the Legislature of the State of New Mexico (the **"State Contribution"**) and also provide up to $281,400 in the form of a LEDA forgivable lien (the **"City Contribution"**) toward the Company's development of a manufacturing facility in the City of Las Cruces, New Mexico (the "Project"). The company will construct and occupy the facility and will employ a minimum of 60 full-time persons by December 31, 2026.

D. The City has adopted Ordinance No._____-2022 ("Project LEDA Ordinance") finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.

1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Company.**
   a. **Facility.** The Company will establish manufacturing operations at Lot 5 WEST MESA INDUSTRIAL PARK NO 26 REPLAT 1, Las Cruces Innovation & Industrial Park in Las Cruces, New Mexico (the "Facility").

   b. **Investment.** The Company (or one of its subsidiaries, affiliates, investment partners or other related entities) will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately $29,075,000 by December 31, 2025 (the "Project Contribution").

   c. **Job Creation.** The Company will directly employ a target of 60 full-time employees at the facility by December 31, 2027 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) offering the employee the full range of benefits offered to other full-time employees of the Company. Full–time employees do not include agency, sub-contracted, temporary employees or independent contractors.

   d. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until December 31, 2027.

3. **The State Contribution**

   a. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this Agreement, "**LEDA Eligible Expenditures**" shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and

equipment rentals.

b. The State's contribution is composed of a LEDA award of $600,000 for use by the Company for such purposes as set forth in NMSA 1978, § 5-10-3(E), the application of the Company and the agreements entered into between the parties. The Company shall also instruct the contracted construction companies to use the correct **New Mexico Taxation and Revenue Department Location Code of 07-105 for the City of Las Cruces.**

4. **The City Contribution.**

a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will contribute $281,400 in the form of a LEDA forgivable lien to this project. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State and Local Contributions. As required by the LEDA Ordinance and the Act, City will deposit the State Contribution into a clearly identified separate account.

b. The State Contribution will be disbursed to the Company through the City for reimbursement of LEDA Eligible Expenditures.

5. **Disbursement of City and State Contributions**

a. State and City contributions shall be combined into a single account and disbursed through the City.

b. **Conditions to Disbursement; Performance Milestones.** The State Contribution will be disbursed in four (4) separate allotments. The City Contribution will be disbursed in three (3) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) where applicable, the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

| ***State of New Mexico LEDA Disbursement Schedule*** | | |
|---|---|---|
| *Tranche* | *Amount of State Contribution Available for Disbursement/Tranche* | *Disbursement Performance Milestone* |
| 1 | $200,000 | Certificate of Occupancy, incur LEDA eligible expenses, and current with all reporting |
| 2 | $100,000 | Artico will be eligible for the disbursement of up to $100,000 if it satisfies the Local Purchasing Requirement. For the purposes of this Section, the |

| | | |
|---|---|---|
| | | "Local Purchasing Requirement" shall mean that, for each $700,000 that Artico pays in Construction Expenditures to New Mexico Companies, up to $7,000,000, Artico may request reimbursement of $10,000. |
| 3 | $200,000 | Hire 20 new employees and maintain for 6 months, LEDA eligible expenses and current with all reporting |
| 4 | $100,000 | Hire 20 additional new employees and maintain for 6 months, LEDA eligible expenses and current with all reporting |

***City of Las Cruces LEDA Disbursement Schedule***

| *Tranche* | *Amount of State Contribution Available for Disbursement/Tranche* | *Release of Lien Performance Milestone* |
|---|---|---|
| 1 | 25% release of lien on land ($70,350) | Certificate of Occupancy, incur LEDA eligible expenses, and current with all reporting |
| 2 | 50% release of lien on land ($140,700) | Hire 20 new employees and maintain for 6 months, LEDA eligible expenses and current with all reporting |
| 3 | 25% release of lien on land ($70,350) | Hire 20 additional new employees and maintain for 6 months, LEDA eligible expenses and current with all reporting |

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City and the New Mexico Economic Development Department ("EDD") a written request for disbursement of the State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico pursuant to Section 10c below. The Company will not submit a Disbursement Request for less than $50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution or City Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.

7. **Review.** EDD will review the Disbursement Request to assure the charges submitted are LEDA Eligible Expenditures. The EDD's review and approval or objection shall not be unreasonably withheld and shall occur within 30 calendar days of receipt of the Disbursement Request. The City will disburse to the Company the full amount requested in the Disbursement Request no later than 30 calendar days after EDD's approval of the Disbursement Request.

8. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.

9. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State Contribution or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be $881,400. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made. No State Contribution will be transferred to the City until Security in the amount of the State Contribution is accepted.

   a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) calendar days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
   b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on January 31, 2028, unless earlier released in accordance with this Agreement.
   c. If the State or the City reduce the amount of LEDA Funds and/or LEDA forgivable lien that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds and/or LEDA forgivable lien available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds and/or LEDA forgivable lien actually received by the Company.
   d. A mortgage agreement/municipal lien document shall be recorded in Dona Ana County in the amount of the City Contribution. Partial lien releases shall be recorded upon performance of the set performance milestones.

10. **Clawbacks.** Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions set forth herein.

    a. **Facility Closure Clawback.** If the Company ceases operations in the City on or before December 31, 2027 the Company will repay to the City all LEDA Funds and LEDA lien forgiven that the Company actually received from the City as of that date (the "Facility Closure Clawback") and the City shall have the right to execute reimbursement from the Security, but only after thirty (30) calendar days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of 90 calendar days or more, after initial startup (initial startup will be considered the date of the first production run or within 180 days of receipt of certificate of

occupancy, whichever comes first) or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 calendar days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 calendar days.

b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Determination Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Determination Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as defined below) to the City which will be applied in the percentage set forth in the table below:

| | ***Job Creation Commitment and Schedule*** | | | | | |
|---|---|---|---|---|---|---|
| *Year* | *Cumulative Full Time Job Creation Target* | *Minimum Job Number* | *Payroll* | *Job Determination Period* | | *%- Clawback* |
| 1 | 0 | N/A | 0 | Date of Ord | 12/31/2022 | N/A |
| 2 | 0 | 0 | 0 | 1/1/2023 | 12/31/2023 | N/A |
| 3 | 56 | 50 | $2,934,644 | 1/1/2024 | 12/31/2024 | 100% |
| 4 | 56+4=60 | 54 | $2,564,640 | 1/1/2025 | 12/31/2025 | 100% |
| 5 | Maintain 60 | 54 | $2,564,640 | 1/1/26 | 12/31/2026 | 60% |
| 6 | Maintain 60 | 54 | $2,564,640 | 1/1/27 | 12/31/2027 | 40% |
| *Total* | 60 | | $2,564,640 | | | |
| | Addt'l Notes: Clawbacks 100% for closure at any point during project duration. Clawback % is based on percentage of shortfall after cure period, all shortfalls are granted a 6 month cure period | | | | | |
| *Starting Headcount:* | | 0 | | *As of:* | Date of Ordinance | |

For the purposes of this Section:

will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up-to-date quarterly job reporting as set forth herein.

d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

11. **Fees.** Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

12. **Annual Performance Review.** To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning on June 30, 2023 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

    If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

13. **Termination**. This Agreement shall terminate at the close of business on January 31, 2028 or when otherwise terminated by ordinance.

14. **Request for early release of security.** If the Company achieves and then sustains the Minimum Job Number of 60 employees for six (6) consecutive months prior to December 31, 2027, the Company may request release of the Security and termination of the agreement. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. In no event shall the security be released until the Company has furnished contemporaneous job reporting documentation and completed the

corresponding Annual Performance Review. A request for release of the Security may not be submitted prior to December 31, 2025. Upon receipt of such a request the New Mexico Economic Development Department will work with the Company to gather sufficient documentation of the economic activity directly created by the Company during the period of this agreement and complete an economic impact analysis report. If said report verifies that the State of New Mexico has received direct tax revenues from the activity of the company said request shall be granted.

15. **Liability.** No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

16. **Amendments.** This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the Governing Body of City of Las Cruces.

17. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of New Mexico. The venue for any litigation shall be a competent court of jurisdiction located in New Mexico.

18. **Miscellaneous.** This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

19. **Notice.**

All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:
City of Las Cruces
Attention: Economic Development
P O Box 20000
Las Cruces, New Mexico 88004

If to the Company:
ARTICO COLD STORAGE NEW MEXICO LLC
~~842 N. Harlem Avenue~~
~~River Forest, IL 60305~~
1556 W 43rd Street
Chicago, IL 60609

Effective Date: April 11th, 2022

**Attachment:**

1. Example of Clawback Calculations

## SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

CITY OF LAS CRUCES, NEW MEXICO

By _____

Name Ifo Pili

Title City Manager

APPROVED AS TO FORM:

City Attorney

ARTICO COLD STORAGE NEW MEXICO LLC

By _____

Name: Richard Taveras

Title: CEO

# Attachment 1
# Example of Clawback Calculations

***Clawback Calculations***

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

| ***Example - 1 100%*** | End of year 1, inclusive of cure period | |
|---|---|---|
| Actual Employees | (a) | 41 |
| Cumulative Hiring Target | (b) | 42 |
| Job Creation % Shortfall = | (c) = 1-(a/b) | 2.38% |
| | | |
| LEDA Dollars Distributed | (d) | $ 150,000.00 |
| Clawback % | (e) | 100% |
| Penalty | (f) = c*d*e | $ 3,571.43 |

| ***Example - 2 100%*** | End of year 2, inclusive of cure period | |
|---|---|---|
| Actual Employees | (a) | 57 |
| Cum Hiring Target | (b) | 58 |
| Job Creation % Shortfall = | (c) = 1-(a/b) | 1.72% |
| LEDA Dollars Distributed | (d) | $ 200,000.00 |
| Clawback % | (e) | 100% |
| Penalty | (f) = c*d*e | $ 3,448.28 |

| ***Example - 3 75%*** | End of year 3, inclusive of cure period | |
|---|---|---|
| Actual Employees | (a) | 57 |
| Cum Hiring Target | (b) | 58 |
| Job Creation % Shortfall = | (c) = 1-(a/b) | 1.72% |
| LEDA Dollars Distributed | (d) | $ 200,000.00 |
| Clawback % | (e) | 75% |
| Penalty | (f) = c*d*e | $ 2,586.21 |

Attachment "A"

Michelle Lujan Grisham • Governor
Mark Roper • Acting Cabinet Secretary

July 9, 2024

Memo: Artico Cold Storage New Mexico LLC LEDA Project LCO-2022-08 Cancellation Request

From: New Mexico Economic Development Department

To: City of Las Cruces

Due to previously unforeseen financial circumstances, Artico Cold Storage New Mexico LLC will not be moving forward with their plans for a new facility at the Las Cruces Innovation and Industrial Park and have requested to cancel LEDA project LCO-2022-08 with NM EDD. The City of Las Cruces is the fiscal agent for this project. No funds have been transferred to the company so no Clawback penalties will apply. Funds were, however, transferred to the fiscal agent that will need to be returned to NM EDD. Section 12 of the executed Project Participation Agreement (PPA) states:

> "If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder…"

At your earliest convenience, please move forward with enactment of said ordinance revoking LEDA project LCO-2022-08 for Artico Cold Storage New Mexico LLC.

Thank you,

Mark Roper
Acting Cabinet Secretary
New Mexico Economic Development Department

**3083; Council Bill 25-012**

# City Council Action and Executive Summary

**Type of Action:**
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ N/A | | |
| **1st Reading:** | August 19, 2024 | **Adopted:** | September 3, 2024 |
| **Drafter:** | Adam Ochoa | **Department:** | Community Development |
| **Program:** | Community Planning | **Line of Business:** | Community Planning |

**Title:** **AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO R-1AM (SINGLE-FAMILY MEDIUM DENSITY MOBILE) FOR A PROPERTY ENCOMPASSING APPROXIMATELY 0.99 ACRES AND LOCATED AT 6175 LEMO ROAD. SUBMITTED BY SUPREME INVESTMENTS, LLC., REPRESENTATIVE. (24ZO0500053).**

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

## PURPOSE(S) OF ACTION:

Zone change.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City Council is required to review and take final action on zone changes per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to R-1aM (Single-Family Medium Density Mobile) for property approximately 0.99 acres in size and located at 6175 Lemo Road. The subject property is currently vacant and undeveloped. The proposed zone change will allow the applicants to replat the subject property with two other adjacent parcels that they own into a new mobile home subdivision.

The property is located near the intersection of Lemo Road and Morningside Road in an area with a large variety of zoning. The majority of housing in this area are mobile homes and manufactured homes. The proposed R-1aM zoning and proposed mobile home subdivision is consistent with the existing neighborhood.

Lemo Road is classified as a minor local roadway by the MPO Thoroughfare Map and the Future Thoroughfare Map in Elevate Las Cruces. The existing C-2 (Commercial Medium Intensity) zoning of the subject property is not encouraged on this classification of roadway. Based on the roadway designation, the proposed zone change is appropriate for this area.

According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcel falls within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development. As the uses surrounding the subject property are congruous to the suburban place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

On June 25, 2024, the case was heard by the Planning and Zoning Commission at their regular meeting. The Planning and Zoning Commission voted 5-0-0 (one Commissioner vacancy, one Commissioner absent). The zone change was approved on the consent agenda.

**SUPPORT INFORMATION:**

Exhibit "A" - Site Plan
Exhibit "B" - Findings
Attachment "A" - P&Z Staff Report
Attachment "B" - 06-25-24 PNZ Minutes

**PLAN(S):**

Other, Elevate Las Cruces

**COMMITTEE/BOARD REVIEW:**

P&Z

**DOES THIS AMEND THE BUDGET?:**

☐ Yes
☒ No

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

☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes
☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval. The subject property located at 6175 Lemo Road will be rezoned from C-2 (Commercial Medium Intensity) to R-1aM (Single-Family Medium Density Mobile).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current C-2 (Commercial Medium Intensity) will remain.
3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.
4. Vote to "Table"; this could allow the City Council to table and postpone the Ordinance and direct staff accordingly.

**ORDINANCE 3083; COUNCIL BILL 25-012**

**AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) TO R-1AM (SINGLE-FAMILY MEDIUM DENSITY MOBILE) FOR A PROPERTY ENCOMPASSING APPROXIMATELY 0.99 ACRES AND LOCATED AT 6175 LEMO ROAD. SUBMITTED BY SUPREME INVESTMENTS, LLC., REPRESENTATIVE. (24ZO0500053).**

The City Council is informed that:

**WHEREAS**, Supreme Investments, LLC., representative, has submitted a request for a zone change from C-2 (Commercial Medium Intensity) to R-1aM (Single-Family Medium Density Mobile); and

**WHEREAS**, the subject property is approximately 0.99 acres in size, is vacant and undeveloped; and

**WHEREAS,** the proposed R-1aM (Single-Family Medium Density Mobile) zone is consistent with the Suburban Neighborhood Place Type per the Elevate Las Cruces Comprehensive Plan; and

**WHEREAS,** the Planning and Zoning Commission, after conducting a public hearing on June 25, 2024, recommended that the zone change request be approved by a vote of 5-0-0 (one Commissioner vacancy, one Commissioner absent).

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

**(I)**

**THAT** the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned R-1aM (Single-Family Medium Density Mobile).

**(II)**

**THAT** the zoning is based on the findings contained in Exhibit "B", attached hereto and made part of this Ordinance.

**(III)**

**THAT** the zoning of said property be shown accordingly on the City Zoning Atlas.

**(IV)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

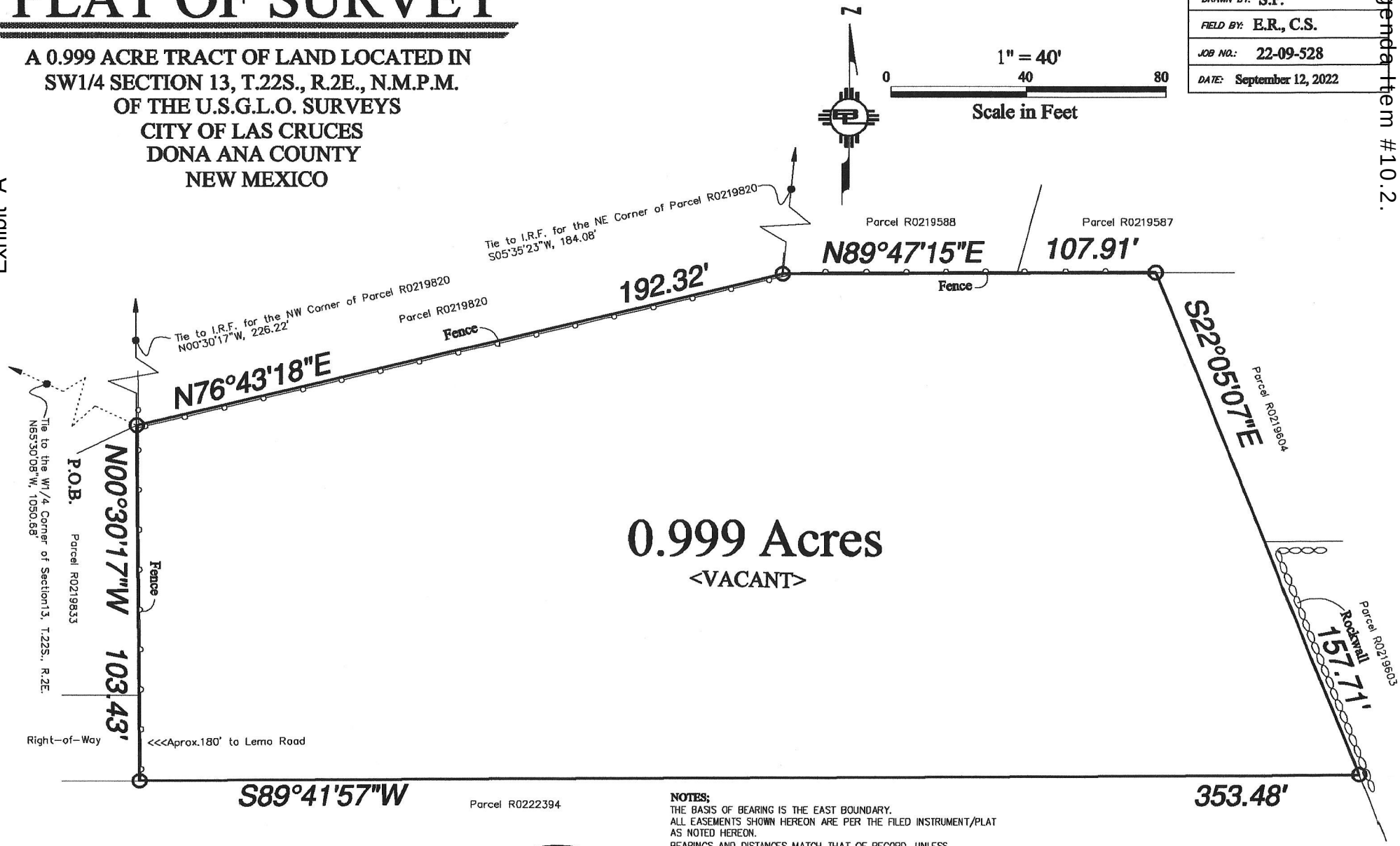
**NAYS**

# PLAT OF SURVEY

**A 0.999 ACRE TRACT OF LAND LOCATED IN SW1/4 SECTION 13, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS CITY OF LAS CRUCES DONA ANA COUNTY NEW MEXICO**

Exhibit "A"

| | |
|---|---|
| DRAWN BY: | S.P. |
| FIELD BY: | E.R., C.S. |
| JOB NO.: | 22-09-528 |
| DATE: | September 12, 2022 |




**NOTES;**
THE BASIS OF BEARING IS THE EAST BOUNDARY.
ALL EASEMENTS SHOWN HEREON ARE PER THE FILED INSTRUMENT/PLAT AS NOTED HEREON.
BEARINGS AND DISTANCES MATCH THAT OF RECORD, UNLESS OTHERWISE NOTED.
1/2" IRON RODS WITH YELLOW PLASTIC CAP LABELED NMPS 9433 SET AT PROPERTY CORNERS OR AS NOTED HEREON.

**PROPERTY IS IN AN "X" DESIGNATED ZONE; AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 35035C1082 G EFFECTIVE JULY 6, 2016**

"THIS IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS OF LAND. IT IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT."

SURVEYOR' S CERTIFICATE

THIS IS TO CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT, MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TERENCE G. SCANLON NEW MEXICO 9433 REGISTERED PROFESSIONAL LAND SURVEYOR

September 12, 2022
DATE OF SURVEY

TED G. SCANLON - PS NO. 9433
2990 N. MAIN STREET, STE. 3C, LAS CRUCES, NEW MEXICO 88001

BORDERLAND
ENGINEERS AND SURVEYORS LLC.
2990 N. MAIN STREET, STE. 3C
Las Cruces, New Mexico 88001
Phone: (575) 522-1443
Fax: (575) 522-9958

Exhibit "B"

**FINDINGS**

- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing surrounding residential neighborhood. (2001 Zoning Code, Article 1, Section 38-2L).
- The existing C-2 zoning designation is encouraged along a minimum major local roadway designation. Lemo Road is a dead-end minor local roadway. (2001 Zoning Code, Article 4, Section 38-32D).
- The proposed zone change will help provide a different variety of housing option in the neighborhood for all ages and income levels. (Elevate Las Cruces, Community Environment, Policy CE-4.1).
- Based upon staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.

ZONING

# CITY OF LAS CRUCES

## *Planning & Zoning Commission 06/25/2024*

## CASE 24ZO0500053: REZONING

| | |
|---|---|
| **STAFF CONTACT:** | Adam Ochoa, (575) 528-3204, aochoa@lascruces.gov |
| **OWNER:** | Irma D. Chavarria |
| **REPRESENTATIVE:** | Supreme Investments, LLC. |
| **DISTRICT:** | District #5 |
| **SITE ADDRESS:** | 6175 Lemo Road |
| **EXISTING ZONING:** | C-2 (Commercial Medium Intensity) |
| **REQUEST:** | R-1aM (Single-Family Medium Density Mobile) |
| **RELATED APPLICATIONS:** | N/A |
| **STAFF RECOMMENDATION:** | Approval |

---

**SUMMARY OF CASE 24ZO0500053:**
The applicant is requesting a zone change from C-2 (Commercial Medium Intensity) to R-1aM (Single-Family Medium Density Mobile) for a property encompassing 0.99 ± acres and located at 6175 Lemo Road.

**SUMMARY OF RECOMMENDATION:**
Staff is recommending **APPROVAL** based on the findings listed below:

- The proposed zone change will help ensure that the subject property remains sensitive to the character of the existing surrounding residential neighborhood. (2001 Zoning Code, Article 1, Section 38-2L).
- The existing C-2 zoning designation is encouraged along a minimum major local roadway designation. Lemo Road is a dead-end minor local roadway. (2001 Zoning Code, Article 4, Section 38-32D).
- The proposed zone change will help provide a different variety of housing option in the neighborhood for all ages and income levels. (Elevate Las Cruces, Community Environment, Policy CE-4.1).
- Based upon staff's analysis of the proposal, the proposed zone change request meets the intent of Elevate Las Cruces; is compatible with adjacent uses and zoning districts; meets the purpose and intent outlined in Section 38-2 of the 2001 Zoning Code, as amended; and fulfills the purpose of the Las Cruces Municipal Code Section 2-382.

## PROPOSAL AND LAND USE HISTORY

**PROJECT DESCRIPTION:**
The subject property is located on Lemo Road, approximately 183 feet east of the intersection of Lemo Road and Morningside Road. The subject property is currently vacant/undeveloped. The proposed zone change will allow the applicants to replat the subject property with two other adjacent parcels that they own into a new mobile home subdivision.

**LAND USE HISTORY:**
The subject property is vacant/undeveloped and is not part of any previously filed subdivision.

## ZONING DECISION CRITERIA AND POLICIES

| POLICY | DOES IT COMPLY? |
|---|---|
| **Neighborhood Character and Compatibility** | Yes |
| **Elevate Las Cruces Comprehensive Plan** | Yes |
| **Mesilla Valley Metropolitan Planning Organization (MPO) Thoroughfare Plan** | Yes |
| **Purpose and Intent of the Code: Section 38-2** | Yes |
| **Criteria for Decisions: Section 2-382** | Yes |
| **New Mexico Case Law** | Yes |

**NEIGHBORHOOD CHARACTER AND COMPATIBILITY:**
The property is located near the intersection of Lemo Road and Morningside Road in an area with a large variety of zoning from R-1aM (Single-Family Medium Density Mobile) to C-3C (Commercial High Intensity-Conditional). The majority of housing in this area are mobile homes and manufactured homes. The proposed R-1aM zoning and proposed mobile home subdivision is consistent with the existing neighborhood.

**COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:**
According to the Future Development Map in the Elevate Las Cruces Comprehensive Plan, the subject parcels fall within the Suburban Neighborhood Place Type. The Suburban Neighborhood Place Type is characterized as providing low-to-moderate density residential land uses intermixed with areas of commercial development.

The following goals, polices, and actions from Elevate Las Cruces are relevant to the proposed Zone Change:

- Community Environment:
  - Goal CE-1: Balanced Growth – Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
  - Goal CE-4: Complete Neighborhoods – Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment, and civic uses.
    - Policy CE-4.1: Encourage a variety of housing types into new

and redeveloping neighborhoods to provide options for all ages and incomes throughout the city.
    - Action CE-4.1.1: Promote a diversity of residential building types, lot sizes, density ranges, and architectural styles in new neighborhoods.
- Community Prosperity:
    - Goal CP-7: Attainable Housing – Provide affordable, clean, and safe housing options for all residents regardless of income.
    - Goal CP-9: Housing Diversity – Provide a range of housing options to accommodate residents at all stages in life.
        - Policy CP-9.1: Encourage the use of alternative housing types, styles, and living arrangements as a means to provide additional housing opportunities.

As the uses surrounding the subject property are congruous to the suburban place type and well supported by various comprehensive goals and policies, staff feels the application is justified and should pose no conflict with the existing neighborhood.

**COMPLIANCE WITH METROPOLITAN PLANNING ORGANIZATION (MPO) THOROUGHFARE PLAN:**
Lemo Road is classified as a minor local roadway by the MPO Thoroughfare Map and the Future Thoroughfare Map in Elevate Las Cruces. The existing C-2 (Commercial Medium Intensity) zoning of the subject property is not encouraged on this classification of roadway. Based on the roadway designation, the proposed zone change is appropriate for this area.

**CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:**
The relevant purpose and intent statements to the proposed rezoning are:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
H. Encourage the conservation of energy in the use of structures, buildings, and land.
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.
N. Conserve the value of buildings and land.

The proposed zone change would allow for the future development of the subject property in an area where that are no known adverse offsite impacts or potential risks to the public's safety, health and welfare.

**CRITERIA FOR DECISIONS:**

- Impairment of adequate supply of light and air to adjacent property;
- Unreasonable increase in potential traffic;
- Increase the danger of fire or endanger the public safety;
- Determent of orderly and phased growth;
- Impairment of the public health, safety or general welfare of the city;
- Establishment of a spot zone; or the
- Contradiction of the purpose and intent of the zoning code, sign code, design standards and other companion codes.

Upon internal review, Staff did not identify any issues that would deter the Planning and Zoning Commission from making an affirmative recommendation to City Council regarding the zone change request. Staff also considered the Criteria for Decisions above and has deemed the zone change request appropriate with a recommendation of approval.

**NEW MEXICO CASE LAW:**

1. There was an error when the existing zoning map pattern was created; or
2. Changed neighborhood or community conditions justify the change; or
3. A different use category is more advantageous to the community, as articulated in the Comprehensive Plan or other applicable City master plan(s), even though criterion (1) or (2) above do not apply because
    a. there is a public need for a change of the kind in question, and
    b. that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

The zone change is required in order to allow for the applicant's development plan and would be advantageous for the community as a whole.

## DEVELOPMENT STANDARDS

**SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:**

The subject property is zoned C-2 and encompasses 0.999 ± acres. The subject property can only currently be developed with a use permitted in the C-2 zoning designation. The applicant's proposed development would not be permitted with the current zoning designation.

**SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:**

The proposed zone change will allow for the development of the subject property with the adjacent parcels for a new mobile home subdivision with smaller lots than what currently exists in the area. Any future development will be required to follow all requirements of the R-1aM zoning district.

**ADEQUACY OF PUBLIC FACILITIES AND SERVICES:**

City water, sewer, and gas are available for the area and are adequate for any potential new construction. Depending on the future development layout, utility main line extensions in Lemo Road to the site may be needed. Lemo Road itself would also need to be extended for any future development.

**FLOOD PLAIN:**

The property is not located in a flood zone.

## STAFF AND PUBLIC COMMENTS

**PUBLIC NOTIFICATION AND INPUT:**

Notice of a Public Hearing was mailed to all property owners within 500 feet on June 12, 2024, for the Planning and Zoning Commission meeting. No public comment was received for the proposed zone change at the time of the drafting of this report.

**STAFF COMMENTS:**

No reviewing departments had any negative comments and there have been no objections to the proposed rezoning.

**ATTACHMENTS:**
1. Zoning Map
2. Aerial Map
3. Survey/ Site Plan
4. Applicants Documents
5. Department Comments

# ATTACHMENT 1

## Zoning Map



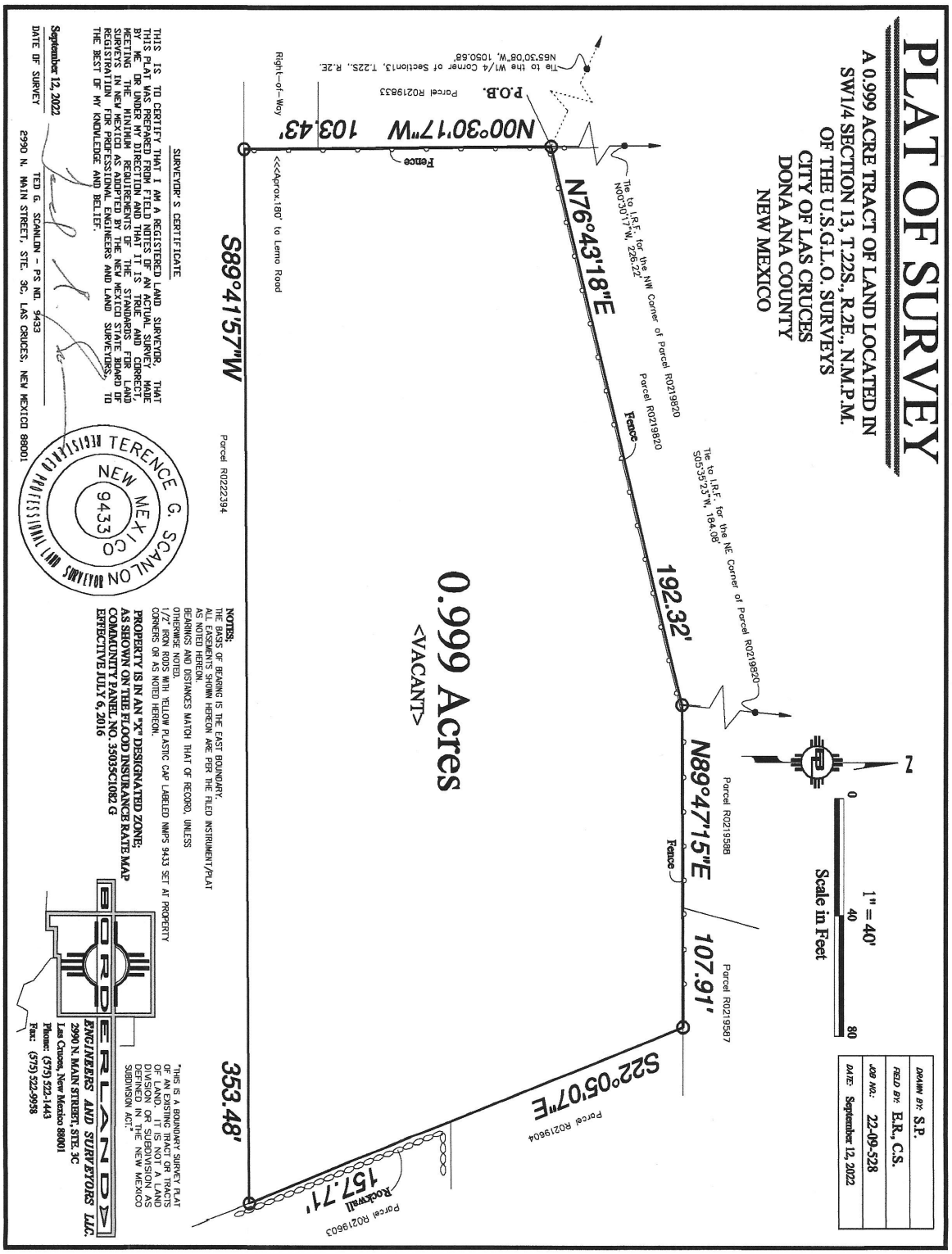
# ATTACHMENT 2

# Aerial Map



# ATTACHMENT 3

## Survey/ Site Plan



# ATTACHMENT 4

# Applicants Documents

April 24, 2024

Community Development/ Building & Development Services
City of Las Cruces
700 N Main
Las Cruces, NM 88001

RE: Description of request and justification for zone change request and compliance with Elevate Las Cruces Comprehensive Plan

To Whom It May Concern,

Supreme Investments, LLC is requesting a zone change for a piece of vacant land, located at 6175 Lemo Rd, Las Cruces, NM, legally known as S: 13 T: 22S R: 2E PT OF NWQTRSWQTR, INSTRUMENT #2307148.

The property is currently zoned C-2 and we are requesting a zone change to R-1aM. We have two (2) of the adjacent parcels (see Figure 1), zoned R-1aM. Our goal is to combine the three (3) parcels and subdivide the land, under the R-1aM zoning designation, to be developed as a mobile home subdivision.

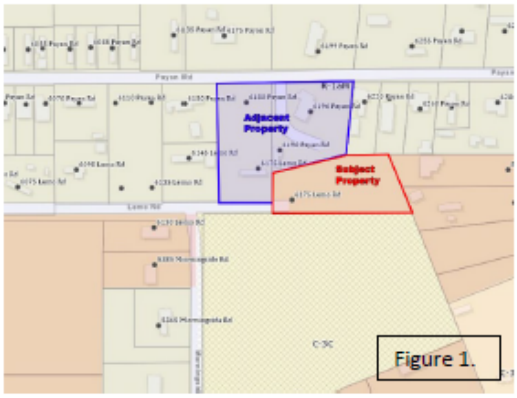


Figure 1.

This request is made with careful consideration of the following factors:

**Changing Demographics**: Goal CP-9: Housing Diversity (page 169) of Elevate Las Cruces identifies the goal to "Provide a diverse range of housing options to accommodate residents at all stages in life." This project would support this goal by contributing to a mix of housing available to the residents in Las Cruces while simultaneously adding to the supply of affordable housing for the community.

**Urban Planning Considerations:** The proposed re-zoning aligns with the urban planning classification as outlined, starting on pg. 25, of Elevate Las Cruces. This parcel is located in the Suburban Neighborhood area. "Suburban Neighborhoods provide for low-to-moderate density residential land uses intermixed with areas of commercial development. Predominant land uses include single-family and multi-family development, retail and office uses, and other ancillary institutional and public uses such as schools, parks, and places of worship." Development strategies for Suburban Neighborhood include "Provide a diversity of residential building types, lot sizes, density ranges, and architectural styles."

SUPREME INVESTMENTS, LLC
P.O. Box 9043 • Albuquerque, NM 87119
505.898.6622 • Fax 505.898.2781
e-mail | mail@scmpartners.com

**Infrastructure and Transportation Access:** The property's location offers convenient access to an existing principal arterial, Porter Dr, via Payan Rd. There are existing gas, water, and sewer lines in Payan Rd which conceivably are accessible to service the property. Accessing this infrastructure supports Action CE-9.2.4 of Elevate Las Cruces.

**Legal and Regulatory Compliance:** The requested re-zoning is in-line with the goals and policies as outlined throughout Elevate Las Cruces Comprehensive Plan as it pertains to development under the Suburban Neighborhood and surrounding area zoning designation. Supreme Investments, LLC shall do its best to comply with all applicable provisions of Elevate Las Cruces, other adopted City regulations, and any conditions specifically applied to development of the property in a prior permit or approval affecting the property. In cases of conflict or potential non-compliance, procedures will be followed in accordance with request for variances or review as outlined by the relevant authority.

Considering the above, I respectfully request that this application be carefully reviewed and considered for this re-zoning proposal. I am confident that the proposed change in zoning classification will not only benefit the immediate area but also contribute to the overall prosperity and vitality of the City of Las Cruces.

Thank you for your time and attention to this request. Should you require any additional information or clarification, please do not hesitate to contact Nicosha Schedlbauer at 505.898.6622 or nicosha@scmpartners.com

Sincerely,

Scooter Haynes
Supreme Investments, LLC

SUPREME INVESTMENTS, LLC
P.O. Box 9043 • ALBUQUERQUE, NM 87119
505.898.6622 • FAX 505.898.2781
e-mail | mail@scmpartners.com

# ATTACHMENT 5
# Department Review Comments

**Department: Planning**

Status: YES

**Department: Right Of Way**

Status: YES

**Department: Long Range Planning**

Status: YES

**Department: Traffic Engineering**

Status: YES

**Department: Engineering**

Status: YES

**Department: Utility Engineering**

STATUS: YES WITH CONTINGENCY

- Depending on development layout, utility main line extensions in Lemo Road to the site may be needed.

**Department: Fire**

Status: YES

**Department: City MPO**

Status: YES

# CITY OF LAS CRUCES

**PLANNING AND ZONING COMMISSION**
**FOR THE**
**CITY OF LAS CRUCES**
**City Council Chambers**
**June 25, 2024 at 6:00 p.m.**

**BOARD MEMBERS PRESENT:**

Scott Kaiser, Chair
Enrico Smith, Vice-Chair
Connor Murray, Member
Joaquin Acosta, Member
Vanessa Porter, Member

**BOARD MEMBERS ABSENT:**

Kent Thurston, Member

**STAFF PRESENT:**

Larry Nichols, Director Community Development Department
David Weir, Deputy Director Community Planning
Adam Ochoa, Senior Planner/Building Inspection Supervisor
Becky Baum, Recording Secretary, RC Creations, LLC

## 1. CALL TO ORDER (6:00)

Kaiser: All right. Good evening ladies and gentlemen. I will go ahead and call this meeting to order. Welcome to the June 25th Planning and Zoning Commission meeting for the City of Las Cruces.

## 2. APPROVAL OF MINUTES – May 28, 2024

Kaiser: First order of business is approval of the minutes from last month's meeting. Before we do that, is there any comments or corrections that any Commissioner has to be made? All right, seeing none. Looking for a motion to approve minutes from last month.

Smith: I move that we approve the minutes from the last meeting.

Murray: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

**3. CONFLICT OF INTEREST**

Kaiser: All right. Any conflicts of interest this evening? All right, seeing none.

**4. POSTPONEMENT**

Kaiser: Any postponements? I don't believe there are. Looking at staff to confirm that. No postponements. All right.

**5. ACCEPTANCE OF THE AGENDA**

Kaiser: Looking for a motion to accept tonight's agenda.

Smith: I move that we accept tonight's agenda.

Murray: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

**6. PUBLIC PARTICIPATION**

Kaiser: All right, moving on to public participation. Is there anybody in the audience tonight that wishes to speak on an item that was not on tonight's agenda? I see one hand. Anybody else? Nope. All right, sir please come forward. And I'll give you three minutes this evening. If you could state your name for the record.

Shervanick: Gregory Shervanick.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Shervanick: I do.

Kaiser: Go ahead.

Shervanick: First of all, Mr. Chair and Commissioners and staff, I want to thank you for the open transparent conversation concerning Realize Las Cruces. The last time I stood at the podium I spoke to you about the communication between the public knowing a zoning change, the signs that we use, and the distances that are in the documents. I would like to say that the public communication is exceeding, it's almost 400 people have asked, and I don't want to take away anybody's update report. But that's amazing for the City. The rewrite has not changed the section about communication. We have to establish technical current usage of the phones and equipment in our pocket to allow the public greater access to the information that as I gave you in the photographs last meeting is apparently not good enough. And I hope that as the public comment session comes in, and that your participation with City Council in the next month or so comes in, that you look at that section and make sure we do it right. There's no reason that somebody can't take a picture of a QR code, and that is the letter "Q" not Q-U-E as in your minutes, to allow someone into a file someplace on. We're asking people to move back to a pastoral type of lifestyle, walking, bicycling, communicating with each other in those community centers. So why not be

able to use the same logic that that's asking from Realize Las Cruces and update our current ability to communicate with the public. Thank you very much.

Kaiser: Thank you.

**8. CONSENT AGENDA**

**8.1 Case No. 24ZO0500053:** A request to approve a zone change from C-2 Commercial Medium Intensity) to R-1aM (Single-Family Medium Density Mobile) for a parcel of land encompassing 0.99 + acres and located at 6175 Lemo Road. Submitted by Supreme Investments, LLC., Representative. Council District 5.

**8.2 Case No. 24ZO1000039:** A request to approve a Special Use Permit (SUP) to allow a cannabis-based business less than the required 300-foot buffer distance from another cannabis based business. The subject property is zoned M-1/M-2 (Industrial Standard), 1.01 ± acres in size, and is located at 1740 W. Hadley Avenue. Submitted by Leon Harris, Premier Highlife, representative. Council District 4.

Kaiser: All right. Moving on to the consent agenda. Tonight we've got two items, 8.1, 8.2. Looking for a motion to approve the consent agenda. Hold on one second.

Ochoa: Give me one second Chair, if I could bring up that presentation for people in the crowd, if anybody wanted to talk about one of those. They'll have the opportunity. Here we go. So it's two different cases, it's 8.1, which is a zone change at 6175 Lemo. And 8.2 is a special use permit to allow cannabis business closer than the 300 feet at 1740 W. Hadley.

Kaiser: So is there anybody in the audience who wishes to hear discussion on any one of these? All right. Hearing none. We'll take a motion to approve the consent agenda.

Smith: I move that we move to approve tonight's consent agenda 8.1 and 8.2.

Porter: I second.

Baum: Board Member Acosta.

Acosta: Yes.

Baum: Board Member Smith.

Smith: Yes.

Baum: Board Member Porter.

Porter: Yes.

Baum: Board Member Murray.

Murray: Yes.

Baum: Chair Kaiser.

Kaiser: Yes.

Baum: Motion passes.

**3084; Council Bill 25-013**

# City Council Action and Executive Summary

**Type of Action:**
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | August 19, 2024 | **Adopted:** | September 3, 2024 |
| **Drafter:** | Brad Douglas | **Department:** | Legal |
| **Program:** | OFFICE OF DIRECTOR | **Line of Business:** | OFFICE OF DIRECTOR |

**Title:** **AN ORDINANCE REPEALING AND REPLACING CHAPTER 2, ARTICLE III., DIVISION 6. ACCOUNTABILITY IN GOVERNMENT OF THE LAS CRUCES MUNICIPAL CODE (LCMC), 1997 AS AMENDED.**

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

## PURPOSE(S) OF ACTION:

To repeal and replace Chapter 2, Division 6 of the Las Cruces Municipal Code.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In November of 2018, Ordinance 2881 Accountability in Government approved the restructuring of the City's Legal Department by the creation of the Office of the Inspector General and an independent board named the Oversight Committee, which is tasked with reviewing reports in the interest of transparency. Revisions to the Ordinance are recommended to improve independence, effectiveness, and transparency and provide clarification for the application of the Ordinance to the Office of Internal Audit, Office of the Inspector General, and the Oversight Committee.

The City Manager's Office and City Attorney's Office have been restructured to align industry best practices and professional standards to optimize independence of the Office of Internal Audit and Office of the Inspector General. This has been accomplished by adding the Office of Internal Audit and Office of the Inspector General to the City Manager's Office Department.

Audits conducted by the City of Las Cruces Office of Internal Audit are conducted in accordance with policies and procedures that are based on the Institute of Internal Auditors (IIA) Standards. Audits may have financial and/or performance objectives and are subject to in-depth requirements for sufficient, appropriate, relevant, and complete evidence and documentation that support audit findings. A cornerstone of the audit standard is for the auditor to remain independent and objective at all times.

Investigations conducted by the Inspector General are usually undertaken in response to reports of fraud, waste, and/or abuse and often focus upon a person or small group of people. Investigations are conducted pursuant to the Association of Inspectors General (AIG) standards. Investigation reports may be prepared to refer matters for prosecution, inform the agency of a basis for potential discipline, correct serious deficiencies, or inform other government agencies of the need for action within their jurisdiction.

Key aspects of best practice models are (1) create maximum independence and objectivity by prohibiting the ability of agency heads to influence, prevent, or limit the Auditor or IG from initiating, carrying out, or completing an audit or investigation; (2) create an independent board, that does not fall within the audit or

investigative jurisdiction of the Auditor or IG, that will review reports in the interest of transparency, but not influence or change reports; and (3) provide for the authority and independence of the Auditor and the IG through legislative mandate.

The updates were discussed at the July 8, 2024, Work Session and agreed to bring forward at a future city council meeting.

**SUPPORT INFORMATION:**
Exhibit "A" - Clean Copy
Attachment "A" - Redline Version

**PLAN(S):**
None

**COMMITTEE/BOARD REVIEW:**
None

**DOES THIS AMEND THE BUDGET?:**
☐ Yes
☒ No

**Does this action amend the Capital Improvement Plan (CIP)?**
☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**
☒ Yes
☐ No

**OPTIONS / ALTERNATIVES:**
1. Vote "Yes"; this will approve the amendments to Chapter 2, Division 6 of the Las Cruces Municipal Code.
2. Vote "No"; this will not approve the amendments and the current code will remain in effect.
3. Vote to "Amend"; this will require additional direction to staff.
4. Vote to "Table"; this will require additional direction to staff.

**REFERENCE INFORMATION:**
Ordinance 2881

**ORDINANCE 3084; COUNCIL BILL 25-013**

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 2, ARTICLE III., DIVISION 6. ACCOUNTABILITY IN GOVERNMENT OF THE LAS CRUCES MUNICIPAL CODE (LCMC), 1997 AS AMENDED.**

The City Council is informed that:

**WHEREAS**, in November of 2018, Ordinance 2881 Accountability in Government approved the restructuring of the City's Legal Department by the creation of the Office of the Inspector General and an independent board named the Oversight Committee, which is tasked with reviewing reports in the interest of transparency; and

**WHEREAS**, revisions to the Ordinance are recommended to improve independence, effectiveness, and transparency and provide clarification for the application of the Ordinance to the Office of Internal Audit, Office of the Inspector General, and the Oversight Committee; and

**WHEREAS,** the City Manager's Office and City Attorney's Office have been restructured to align industry best practices and professional standards to optimize independence of the Office of Internal Audit and Office of the Inspector General by adding the Office of Internal Audit and Office of the Inspector General to the City Manager's Office.

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

**(I)**

**THAT** Chapter 2, Article III., Division 6. Accountability in Government of the Las Cruces Municipal Code is hereby repealed and replaced as noted in Exhibit "A", attached hereto and made part of this ordinance.

**(II)**

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

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

# *DIVISION 6. ACCOUNTABILITY IN GOVERNMENT*

## Sec. 2-174. Short title.

Article III, division 6 et seq. may be cited and referred to as the "accountability in government" ordinance.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-175 Purpose.

The purpose of this division is to provide increased accountability, transparency, integrity, and oversight of the entire consolidated government through review of internal audit and inspector general activities, to assist in promoting economy and efficiency, improve operations, and deter and identify waste, fraud, and abuse.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-176. Definitions.

*Abuse* means improper or unreasonable employee behavior and/or misuse of a position of authority. This includes intentional destruction, diversion, manipulation, or excessive use of government resources.

*Committee* means the oversight committee.

*Contractors* means all city contractors, subcontractors, and lower tier subcontractors.

*Employee* means all full-time, part-time, temporary, and contracted city employees.

*Fraud* means the intentional misappropriation or taking of anything of value that belongs to another by means of deceitful conduct, practices, or representations, that affects government resources.

*Official* means the mayor, city councilors, appointed officials.

*Published* means an investigation or internal audit report is published when it has been reviewed by the committee and distributed in final form to the investigated party or auditee, to the city manager, and to the mayor and city council. An investigation or internal audit report is subject to the requirements of the New Mexico Inspection of Public Records Act (IPRA).

*Special internal audits* means exigent internal audits not included in the annual internal audit plan, because the need for the internal audit was not foreseen when the internal audit plan was adopted.

*Strategic reviews* means reportable non-audit work including but not limited to bench marking, best practices, and compliance reviews requested by an official or the city auditor and at the discretion of the city auditor.

*Waste* means incurring unnecessary costs due to inefficient and/or ineffective practices, systems, or controls with regard to government resources.

*Whistleblower* means an employee communicating information to the public employer or a third party about an action or failure to act that the public employee believed in good faith constituted an unlawful or improper act. Good faith means that a reasonable basis existed for the belief as evidenced by the facts available to the public employee.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-177. Establishment of the office of the inspector general.

(a) There shall be within the city a full-time inspector general. The organization and administration of the inspector general shall be sufficiently independent to assure that no interference or influence will adversely affect the independence and objectivity of the inspector general. The inspector general shall report directly to the city manager.

(b) Neither the city manager nor the city council shall prevent, impair, or prohibit the inspector general from initiating, carrying out, or completing any investigation or review.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-177.1. Jurisdiction and authority of inspector general.

(a) The inspector general shall have the authority to investigate, either by request or initiated by the inspector general, municipal matters that involve elected or appointed officials, employees, municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the city or receiving city funds.

(b) The inspector general may receive, evaluate, and investigate complaints referred by the board of ethics or other city complaint reporting mechanism. The inspector general may also independently initiate an investigation.

(c) The inspector general is authorized to inspect, evaluate, and investigate the activities, records, and individuals affiliated with contracts and procurements undertaken by the city and any other official acts or function of the city.

(d) The inspector general shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the inspector general may make application to any district court in the state that shall have the jurisdiction to order a witness to appear before the inspector general and to produce evidence if so ordered, or to give testimony on the matter in question.

(e) If there is an allegation of fraud, waste, and/or abuse related to an LCPD or LCFD employee, the Inspector General shall have the right to attend all hearings and/or meetings that fall under the purview of police department internal affairs and the functional equivalent thereof for the fire department.

(f) The inspector general may undertake a formal investigation of any matter if it appears to the inspector general that such matter falls within the scope of responsibilities described in this division. The city manager shall have no authority to limit the scope of the inspector general's investigations. The city attorney shall have no authority to limit the scope of the inspector general's investigations unless such investigation would interfere with another federal, state or local agency's criminal investigation or an investigation otherwise mandated by state or federal law, or would be a violation of law or court order, or violate existing collective bargaining agreements or laws as they relate to employment or contracts.

(g) If after or during the course of a formal investigation the inspector general determines that there is reason to believe that a criminal act occurred, the inspector general shall refer such complaint to the appropriate prosecuting authority or law enforcement agency.

(h) If the inspector general detects an irregularity that warrants an internal audit, the matter shall be referred to the office of internal audit and reported to the city manager.

(i) The inspector general shall not accept or investigate complaints related to discrimination or labor law or other matters that are the subject of pending or threatened litigation. The inspector general may assist with the aforementioned, in coordination with the legal department, if requested to do so by the human resources director.

(j) The city attorney shall advise and represent the office of the inspector general, except that the office of the inspector general may, in consultation with the city attorney, select independent legal counsel to advise and represent the inspector general as needed in the event of a conflict of interest that the city attorney determines cannot be otherwise cured internally.

(k) The inspector general shall maintain a complete file of each investigation, inspection, and hotline complaint in accordance with city retention schedules.

(l) If a complaint concerning fraud, waste, and/or abuse is received and the Inspector General and/or any of their designees is the focus of the complaint, the Inspector General shall immediately notify the City Manager and the City Attorney. The complaint shall then be referred to external review counsel for an independent investigation. At the conclusion of the investigation, external review counsel shall make a recommendation as to whether the complaint should be forwarded to the Ethics Policy Review Committee for further action. In addition, the City Manager may refer any complaints regarding the Inspector General to the Association of Inspectors General for review and recommended action.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-177.2. Inspector general professional standards.

(a) The inspector general's investigations and inspections shall conform to the Association of Inspector General's Professional Standards.

(b) The inspector general shall create procedures governing the inspector general and office operations.

(c) All city policies and ordinances shall apply to the inspector general, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this division. Any executed employment or professional services contract for an inspector general shall conform to the requirements of this division.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-177.3 Investigation reports.

A draft of an investigation report shall be forwarded to the legal department and to the city manager for review and comment before it is provided to the committee for pre-publication review. The legal department and city manager shall respond to the inspector general, in writing, within 14 calendar days of receipt of the investigation report.

(Ord. No. 2881, § I, 03-12-24)

## Sec. 2-178. Office of internal audit.

(a) The organization and administration of the office of internal audit shall be sufficiently independent to assure that no interference or influence will adversely affect the independence and objectivity of internal audit staff or the city auditor.

(b) The office of the city attorney shall advise and represent the office of internal audit, except that the office of internal audit may, in consultation with the city attorney, select independent legal counsel to advise and represent the office of internal audit as needed in the event of a conflict of interest that the city attorney determines cannot be otherwise cured internally.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-178.1. City auditor's duties; responsibilities; authority; administrative subpoena power.

(a) The duties and responsibilities contained in this section are not intended to replace or supersede the duties and responsibilities contained in the approved official job description of the city auditor and are only intended to be supplemental to the extent consistent with this division. All city policies and ordinances shall apply to the city auditor and all internal auditors, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this division. Any executed employment or professional services contract for city auditor shall conform to the requirements of this division.

(b) If the city auditor detects apparent or potential violations of law or apparent instances of misfeasance or nonfeasance by an official or auditee, the city auditor shall report the irregularities in writing to the committee. If the irregularity is potentially criminal in nature, the city auditor shall immediately refer the irregularity to the appropriate prosecuting authority and notify the inspector general. The city auditor shall not accept complaints related to discrimination or labor law matters, or other matters that are the subject of pending litigation.

(c) The city auditor shall promulgate regulations to establish procedures for the office of internal audit.

(d) The city auditor shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the city auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the city auditor and to produce evidence if so ordered, or to give testimony relating to the matter in question.

(e) The city auditor shall maintain a complete file of each internal audit report and strategic reviews~~s~~ made under legislative or special committee authority in accordance with city retention schedules. The file should include internal audit work papers and other supportive material directly pertaining to the report. Records may be retained in electronic format at the city auditor's election.

(f) In cases where the city auditor deems it appropriate because of an internal audit or strategic review, the city auditor may refer opportunities for increased efficiency to the office of the city manager to work with respective departments on management and process improvement.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-178.2. Audit professional standards.

(a) The city auditor shall maintain generally accepted government auditing standards in conducting work when applicable.

(b) The office of internal audit will comply with the Institute of Internal Auditors professional auditing standards.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-178.3. Annual internal audit plan.

(a) Prior to the beginning of each fiscal year, the city auditor shall submit an annual internal audit plan to the committee for review and comment. The plan shall include the internal audits scheduled for the year and the estimated time required to complete the internal audit.

(b) The annual internal audit plan shall be approved by the council by resolution.

(c) The annual internal audit plan may be amended during the year after review with the City Manager.

(d) The city auditor shall make reports at least quarterly to the committee on the status of the annual internal audit plan.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-178.4. Special audits; audit reports.

(a) In all cases, the city auditor shall notify the city manager and the committee at the next scheduled committee meeting when a special internal audit or strategic review is initiated.

(b) A draft of the internal audit report shall be forwarded to the city manager for review and comment before it is provided to the committee for pre-publication review. The auditees, including departments whose assistance is needed in order to accomplish any internal audit recommendation, shall respond to the city auditor, in writing, within 14 calendar days of receipt of the internal audit report.

(c) The auditees' written response shall specify agreement with each of the internal audit findings and recommendations or reasons for disagreement with findings or recommendations. The auditees' written responses shall include auditees' plans for implementing solutions to identified problems including timetables to complete such activities.

(d) Auditees' comments to the preliminary draft may be utilized to amend the internal audit report if appropriate. If the preliminary internal audit report is amended, the auditees' will be given a copy of the amended draft and the auditees will be given 7 to 14 calendar days, as determined by the city auditor and the auditees, to respond to the amended draft of the internal audit report.

(e) The city auditor shall include the auditees' responses in the internal audit report.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-179. Oversight committee creation; duties; powers; membership.

(a) The "oversight committee" is created to serve in an advisory capacity. The committee shall consist of three members who are residents of the city and who are not employed by the city, or in a direct contractual relationship with the city. At least one committee member shall have an accounting, auditing, or inspector general background. At least one committee member shall have law enforcement or legal background. At least one committee member shall have experience or background in professional management or business. The mayor and one councilor appointed annually by the council shall be nonvoting ex officio members. The mayor and the appointed councilor may send designees to the committee meetings. Designees shall be members of city council. The committee may request the attendance of other city personnel or auditees. So not to form a quorum, no more than three council members, including the mayor, shall be in attendance at committee meetings.

(b) As vacancies on the committee occur, the council shall appoint new members. All appointments shall be subject to council approval. The existing committee members may make recommendations to the mayor and council for candidates to fill vacancies on the committee.

(c) The committee members shall be appointed for staggered three-year terms. The council may appoint one committee member to a two-year term and one committee member to a one-year term for the first committee appointments, and thereafter each committee member shall be appointed for a three-year term. An appointment to fill an existing vacancy shall be for the unexpired term. Terms shall begin October 1st of each calendar year. The committee members shall elect the committee chair annually.

(d) The committee shall meet at least four times per calendar year, but may also meet upon call of the chair or a majority of its members.

(e) Committee members shall not receive compensation for their service. Voting members of the committee shall not serve on any other city board, commission or task force.

(f) If any member of city council, including the mayor, is the subject of an investigation, then the ex officio members shall be recused from all meetings where that particular investigation is discussed and they shall not have access to the investigative file during the pending investigation.

(g) The committee is a management committee and not a public board, commission or committee as specified by chapter 2, article IV et seq., and not subject to the Open Meetings Act. The committee is not formed to formulate public policy nor has the authority to formulate public policy been delegated to the committee. The committee and its members are subject to chapter 2, article I et seq., ethics ordinance.

(h) The committee may provide the city auditor and the inspector general with recommendations for priorities and potential areas for investigations and internal audits. The committee may also lend advice to the city auditor and inspector general regarding technical issues that may arise.

(i) The committee shall not prohibit the inspector general or the city auditor from initiating, carrying out or completing any internal audit, investigation or strategic review. If a majority of the committee members finds that an internal audit, investigation or strategic review is questionable, then the committee may issue a recommendation to the inspector general or the city auditor, as appropriate, with copy to the city manager.

(j) The committee shall review and make recommendations on finalized city auditor and redacted inspector general reports at each meeting. Committee recommendations, if provided to the city auditor or inspector general within 14 calendar days from the date of the committee's review, shall be made part of the published report.

(k) Any requests from the public, group, or outside agency to speak to any member of the committee, or the committee as a whole regarding any matter subject to pending committee review, shall be submitted to the City Attorney's Office for placement on a committee meeting agenda and shall be reviewed and approved by the committee prior to scheduling the discussion. Approved discussions shall be placed on a committee agenda.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-180. Reports to the committee.

(a) Each investigation, internal audit, and strategic review by the inspector general and city auditor shall result in a written final report to the committee. The inspector general and city auditor shall submit copies of the report to the committee and shall retain a copy as a permanent record in accordance with city retention schedules and as otherwise required by law. All final reports and supporting documentation shall be stored in a secured location.

(b) The city auditor's internal audits and reports to the committee shall be submitted in conformance with section 2-178.2. The city auditor's reports shall contain:

(1) A precise statement of the scope encompassed by the internal audit;

(2) When applicable, a statement that the internal audit was performed in accordance with generally accepted IIA standards;

(3) A statement that an examination for compliance with applicable laws, policies and regulations was conducted, and a presentation of the findings associated with that examination;

(4) A statement of significant audit findings, including a statement of the underlying causes, evaluative criteria used and the current and prospective significance of the findings.

(c) The inspector general's reports shall include:

(1) Specific citations to the law or policy that was allegedly violated;

(2) An assessment of the validity of the allegations under investigation, including whether the allegations are criminal or civil in nature;

(3) A list of the employee or official's supervisors;

(4) A description of any corrective action or discipline to date;

(5) A summary of all direct and circumstantial evidence supporting the allegations; and

(6) A description of which prosecutorial agencies may be contacted or have been involved. This shall include, but not be limited to, criminal prosecution, administrative agencies, and licensing boards.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-180.1. Reporting.

Within 60 days of the end of each fiscal year, the inspector general and the city auditor shall each submit a report to the city manager and the committee for review and comment that lists internal audits, investigations, or other assistance efforts completed during the fiscal year. Reviewed year-end investigations and internal audit reports shall become published reports. The inspector general and city auditor shall annually report to the city council completed internal audits, activities, and investigations.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-181. Public records and confidentiality.

(a) The city auditor, the inspector general and the committee shall maintain the confidentiality of any records that are made confidential by law and they are subject to the same penalties as the custodian of those public records for violating confidentiality statutes.

(b) During the course of city auditor or inspector general activities, all records and information shall be considered deliberative in process and not available for outside review or release by the committee, city auditor, the inspector general or any other city department, employee or city official until such time that the records or information are published or as otherwise required by law or court order.

(c) Prior to publishing an investigation or internal audit report, the city auditor or the inspector general may share selected information with other city departments if the information is needed for decision-making purposes; otherwise, investigation and internal audit reports remain confidential until published, at which time they become public record.

(d) The names and identities of persons making complaints and providing information to the inspector general shall not be disclosed without the written consent of the person unless otherwise required by law or by judicial process.

(e) Published investigation and internal audit reports shall be public records except that the inspector general may delay the publication of redacted investigation reports when criminal conduct is found and the inspector general or appropriate law enforcement authority is pursuing an investigation and release of the report might jeopardize further investigation. An investigation release that has been delayed shall be published promptly at the end of the condition giving rise to the delay.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-182. Penalty; cooperation; retaliation prohibited.

(a) All city officials, employees and contractors shall promptly notify the inspector general of every instance of theft or other disappearance of cash, check, or property, ~~of~~ misfeasance or nonfeasance, misappropriation, violation of state, federal or city ordinance, and city regulations, of which they are aware.

(b) All elected or appointed officials, employees, municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the city or receiving city funds, shall provide the inspector general or city auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, documents, electronic data, property, equipment and facilities and any other materials within their custody. At the inspector general's or city auditor's request, those under the jurisdiction of the inspector general or city auditor, consistent with this division, shall prepare reports and provide interviews. The inspector general or city auditor shall notify the committee and request the city manager for assistance in causing a search to be made and germane exhibits to be taken from any book, document, or record, if the subject of the request fails to comply. The city manager shall require officials, employees, vendors or contractors to produce requested information. Any contractors, subcontractors, or lower tier subcontractors who violate any provision in this division shall be subject to disbarment at the City's discretion, and they will be prohibited from bidding and participating in City of Las Cruces contracts for a specified time period.

(c) Every city contract, bid, proposal, application or solicitation for a city contract and every application for certification of eligibility for a city contract or program shall contain a statement that the individual understands and will abide by all provisions of this division.

(d) No person shall retaliate against, punish, or penalize any person for complaining to, cooperating with or assisting the inspector general or the city auditor in performance of their duties.

( e) Any official or employee who violates this division may be subject to discipline as may be specified in the city personnel manual or any applicable collective bargaining agreement.

(f) Jurisdiction for injunctive, equitable or appropriate relief sought in application and enforcement of this division, is with the Third Judicial District Court.

(Ord. No. 2881, § I, 11-19-18)

## Sec. 2-183. Contract auditors, consultants, and experts.

The city auditor or inspector general may obtain services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors or other professional experts necessary to perform the functions of the inspector general or the office of internal audit. Contractors performing an outsourced audit or investigation shall not have any financial interest in the affairs of the auditees, officials, or employees. The city auditor or inspector general may be requested to coordinate and monitor the outsourced audit or investigation performed by persons under contract with the city.

(Ord. No. 2881, § I, 11-19-18)

## Secs. 2-184, 2-185. Reserved.

## *DIVISION 6. ACCOUNTABILITY IN GOVERNMENT*

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~~*Director means the city attorney.*~~

*Official* means the mayor, city councilors, appointed officials.

*Published* means an investigation or internal audit report is published when it ~~is approved~~ has been reviewed by the committee and distributed in final form to the investigated party or auditee, to the city manager, and to the mayor ~~and city manager~~ and ~~to the~~ city council. An investigation or internal audit report is subject to the requirements of the New Mexico Inspection of Public Records Act (IPRA).

~~*Published report means an audit report that has been distributed in final form to the auditees, to the city manager, and to the city council. A published audit report is available upon request of the public.*~~

*Special internal audits* means exigent internal audits not included in the annual internal audit plan, because the need for the internal audit was not foreseen when the internal audit plan was adopted.

*Strategic reviews* means reportable non-audit work including but not limited to bench marking, best practices, and compliance reviews requested by an official or the city auditor and at the discretion of the city auditor.

*Waste* means incurring unnecessary costs due to inefficient and/or ineffective practices, systems, or controls with regard to government resources.

*Whistleblower* means an employee communicating information to the public employer or a third party about an action or failure to act that the public employee believed in good faith constituted an unlawful or improper act. Good faith means that a reasonable basis existed for the belief as evidenced by the facts available to the public employee.

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(Ord. No. 2881, § I, 11-19-18)

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(b) Neither the city manager nor the city council shall prevent, impair, or prohibit the inspector general from initiating, carrying out, or completing any investigation or review.

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(b) The inspector general may receive, evaluate, and investigate complaints referred by the board of ethics or other city complaint reporting mechanism. The inspector general may also independently initiate an investigation.

(c) The inspector general is authorized to ~~audit,~~ inspect, evaluate, and investigate the activities, records, and individuals affiliated with contracts and procurements undertaken by the city and any other official acts or function of the city.

(d) The inspector general shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the ~~director~~ inspector general may make application to any district court in the state that shall have the jurisdiction to order a witness to appear before the inspector general and to produce evidence if so ordered, or to give testimony on the matter in question.

(e) ~~The inspector general shall not investigate complaints that are under the jurisdiction of the police department internal affairs division or fire department internal affairs, nor shall the inspector general access any internal affairs files~~ If there is an allegation of fraud, waste, and/or abuse related to an LCPD or LCFD employee, the Inspector General shall have the right to attend all hearings and/or meetings that fall under the purview of police department internal affairs and the functional equivalent thereof for the fire department.

(f) The inspector general may undertake a formal investigation of any matter if it appears to the inspector general that such matter falls within the scope of responsibilities described in this division. The city manager shall have no authority to limit the scope of the inspector general's investigations. The city attorney~~, as director of the legal department,~~ shall have no authority to limit the scope of the inspector general's investigations unless such investigation would interfere with another federal, state or local agency's criminal investigation or an investigation otherwise mandated by state or federal law, or would be a violation of law or court order, or violate existing collective bargaining agreements or laws as they relate to employment or contracts.

(g) If after or during the course of a formal investigation the inspector general determines that there is reason to believe that a criminal act occurred, the inspector general shall refer such complaint to the appropriate prosecuting authority or law enforcement agency.

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(h) If the inspector general detects an irregularity that warrants an internal audit, the matter shall be referred to the office of internal audit and reported to the city manager. ~~and reported to the director. The inspector general shall not accept or investigate complaints related to discrimination or labor law or other matters that are the subject of pending or threatened litigation.~~

(i) The inspector general shall not accept or investigate complaints related to discrimination or labor law or other matters that are the subject of pending or threatened litigation. The inspector general may assist with the aforementioned, in coordination with the legal department, if requested to do so by the human resources director. ~~of human resources or the director.~~

(j) The city attorney shall advise and represent the office of the inspector general, except that the office of the inspector general may, in consultation with the city attorney, select independent legal counsel to advise and represent the inspector general as needed in the event of a conflict of interest that the city attorney determines cannot be otherwise cured internally.

(k) The inspector general shall maintain a complete file of each investigation, inspection, and hotline complaint in accordance with city retention schedules.

(l) If a complaint concerning fraud, waste, and/or abuse is received and the Inspector General and/or any of their designees is the focus of the complaint, the Inspector General shall immediately notify the City Manager and the City Attorney. The complaint shall then be referred to external review counsel for an independent investigation. At the conclusion of the investigation, external review counsel shall make a recommendation as to whether the complaint should be forwarded to the Ethics Policy Review Committee for further action. In addition, the City Manager may refer any complaints regarding the Inspector General to the Association of Inspectors General for review and recommended action.

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-177.2. Inspector general professional standards.

(a) The inspector general's investigations and inspections shall conform to the Association of Inspector General's Professional Standards.

~~(b) The director shall submit for approval to the committee, rules and procedures governing the inspector general and office operations.~~ (b) The inspector general shall create procedures governing the inspector general and office operations.

(c) All city policies and ordinances shall apply to the inspector general, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this division. Any executed employment or professional services contract for an inspector general shall conform to the requirements of this division.

(Ord. No. 2881, § I, 11-19-18)

~~**Sec. 2-177.3. Qualifications and requirements of inspector general.**~~

~~(a) The director shall make a recommendation to the committee, and the committee shall approve, an inspector general. The recommendation shall be based on the candidate's integrity, capability for strong management and demonstrated ability in accounting, auditing, financial analysis, law, management analysis, public administration, investigation, criminal justice administration or other closely related fields. This process shall not apply to the first hire for inspector general, but the first hire shall consider the qualifications contained in this section. In addition to the qualifications set forth in this section, the candidate is subject to regular city employment requirements.~~

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~~(b) Minimum qualifications shall be:~~

~~(1) At least seven years in any one or a combination of the following fields: federal, state or local law enforcement officer/official; federal, or state court judge; federal, state, or local government attorney with experience in investigating fraud, mismanagement or corruption; an inspector general, certified public accountant, or internal auditor; a person with progressive supervisory and managerial experience in an investigative public agency similar to an inspector general's office;~~

~~(2) Demonstrated ability to work with local, state or federal law enforcement agencies and the judiciary;~~

~~(3) A bachelor's degree from an accredited institution of higher learning. A master's degree or higher is preferred;~~

~~(4) May not have been employed by the city subject to the authority of the inspector general during the two-year period immediately prior to selection, unless the employment has been with the inspector general.~~

~~(c) Highly qualified candidates will have audit-related skills and/or one or more of the following professional certifications at the time of the selection: certified inspector general (CIG), certified inspector general investigator (CIGI), certified inspector general auditor (CIGA), certified public accountant (CPA), certified internal auditor (CIA), or certified fraud examiner (CFE). If the selected candidate does not hold one of the previously mentioned certifications at the time of hire, she/he must complete such certification within two years from the date of hire.~~

~~(d) A complete job description for the inspector general shall be prepared by the director and approved by the director of human resources and shall not be otherwise inconsistent with this division.~~

~~(Ord. No. 2881, § I, 11-19-18)~~

## Sec. 2-177.3 Investigation reports.

A draft of an investigation report shall be forwarded to the legal department and to the city manager for review and comment before it is provided to the committee for pre-publication review. The legal department and city ~~manager shall~~manager shall respond to the inspector general, in writing, within 14 calendar days of receipt of the investigation report.

(Ord. No. 2881, § I, 03-12-24)

## Sec. 2-178. Office of internal audit.

(a) The organization and administration of the office of internal audit shall be sufficiently independent to assure that no interference or influence will adversely affect the independence and objectivity of internal audit staff or the city auditor.

(b) The office of the city attorney shall advise and represent the office of internal audit, except that the office of internal audit may, in consultation with the city attorney, select independent legal counsel to advise and represent the office of internal audit as needed in the event of a conflict of interest that the city attorney determines cannot be otherwise cured internally.

~~(c) Neither the city auditor nor any employee of the office of internal audit shall engage in any partisan political activities or the political affairs of the city during working hours.~~

(Ord. No. 2881, § I, 11-19-18)

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### Sec. 2-178.1. City auditor's duties; responsibilities; authority; administrative subpoena power.

(a) The duties and responsibilities contained in this section are not intended to replace or supersede the duties and responsibilities contained in the approved official job description of the city auditor and are only intended to be supplemental to the extent consistent with this division. All city policies and ordinances shall apply to the city auditor and all internal auditors, including personnel policies and regulations, to the extent that they are not in conflict with the spirit and intent of this division. Any executed employment or professional services contract for city auditor shall conform to the requirements of this division.

(b) If the city auditor detects apparent or potential violations of law or apparent instances of misfeasance or nonfeasance by an official or auditee, the city auditor shall report the irregularities in writing to the committee. If the irregularity is potentially criminal in nature, the city auditor shall immediately refer the irregularity to the appropriate prosecuting authority and notify the inspector general. The city auditor shall not accept complaints related to discrimination or labor law matters, or other matters that are the subject of pending litigation.

(c) The city auditor shall promulgate regulations to establish procedures for the office of internal audit.

(d) The city auditor shall have the power to subpoena witnesses, administer oaths and require the production of records subject to the New Mexico Rules of Civil Procedure. In the case of a refusal to obey a subpoena issued to any person, the city auditor may make application to any district court in the state that shall have the jurisdiction to order the witness to appear before the city auditor and to produce evidence if so ordered, or to give testimony relating to the matter in question.

(e) The city auditor shall maintain a complete file of each internal audit report ~~and each report of investigations~~ and strategic review~~s~~ made under legislative or special committee authority ~~for six years~~ in accordance with city retention schedules. ~~from the date that the audit or review is closed, or longer if required by law.~~ The file should include internal audit work papers and other supportive material directly pertaining to the report. Records may be retained in electronic format at the city auditor's election.

(f) In cases where the city auditor deems it appropriate because of an internal audit~~, investigation,~~ or strategic review, the city auditor may refer opportunities for increased efficiency to the office of the city manager to work with respective departments on management and process improvement.

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-178.2. Audit professional standards.

(a) The city auditor shall maintain generally accepted government auditing standards in conducting work when applicable.

(b) The office of internal audit will comply with the Institute of Internal Auditors professional auditing standards. ~~International Standards for the Professional Practice of Internal Auditing.~~

~~(c) The office of internal audit's audits, investigations, and strategic reviews are subject to quality assurance reviews by an appropriate professional non-partisan objective group every five years. A copy of the written report resulting from this review shall be furnished to the committee.~~

(Ord. No. 2881, § I, 11-19-18)

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### Sec. 2-178.3. Annual internal audit plan.

(a) Prior to the beginning of each fiscal year, the city auditor shall submit an annual internal audit plan to the committee for review and comment. The plan shall include the internal audits scheduled for the year~~, a statement of the scope of the audit~~ and the estimated time required to complete the internal audit.

(b) The annual internal audit plan shall be approved by the council by resolution.

(c) The annual internal audit plan may be amended during the year after review with the City Manager ~~with the committee~~.

(d) The city auditor shall make reports at least quarterly to the committee on the status of the ~~work~~ annual internal audit plan.

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-178.4. Special audits; audit reports.

(a) In all cases, the city auditor shall~~, within 48 hours of implementation,~~ notify the ~~director~~ city manager and the committee at the next scheduled committee meeting when a special internal audit or strategic review is initiated. ~~undertaken.~~

(b) A draft of the internal audit report shall be forwarded to the city manager for review and comment before it is provided to the committee for pre-publication review. The auditees, including departments whose assistance is needed in order to accomplish any internal audit recommendation, shall respond to the city auditor, in writing, within 14 calendar days of receipt of the internal audit report.

(c) The auditees' written response shall specify agreement with each of the internal audit findings and recommendations or reasons for disagreement with findings or recommendations. The auditees' written responses shall include auditees' plans for implementing solutions to identified problems including timetables to complete such activities.

(d) Auditees' comments to the preliminary draft may be utilized to amend the internal audit report if appropriate. If the preliminary internal audit report is amended, the auditees' will be given a copy of the amended draft and the auditees will be given ~~seven~~ 7 to 14 calendar days, as determined by the city auditor and the auditees, to respond to the amended draft of the internal audit report.

(e) The city auditor shall include the auditees' responses in the internal audit report.

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-179. Oversight committee creation; duties; powers; membership.

(a) The "oversight committee" is created to serve in an advisory capacity. The committee shall consist of three members who are residents of the city and who are not employed by the city, or in a direct contractual relationship with the city. At least one committee member shall have an accounting, auditing, or inspector general background. ~~be a certified public accountant or auditor~~. At least one committee member shall have law enforcement or legal background. At least one committee member shall have experience or background in professional management or business. The mayor and one councilor appointed annually by the council shall be nonvoting ex officio members. The mayor and the appointed councilor may send designees to the committee meetings. Designees shall be ~~a member~~members of city council. The committee may request the attendance of other city personnel or auditees. So not to form a quorum, no more than three council members, including the mayor, shall be in attendance at committee meetings.

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(b) As vacancies on the committee occur, the council shall appoint new members. All appointments shall be subject to council approval. The existing committee members may make recommendations to the mayor and council for candidates to fill vacancies on the committee.

(c) The committee members shall be appointed for staggered three-year terms. The council may appoint one committee member ~~for~~ to a two-year term and one committee member to a one-year term for the first committee appointments, and thereafter each committee member shall be appointed for a three-year term. An appointment to fill an existing vacancy shall be for the unexpired term. Terms shall begin October 1st~~.~~ of each calendar year. The committee members shall elect the committee chair annually.

(d) The committee shall meet at least four times per calendar year, but may also meet monthly or upon call of the chair or a majority of its members.

(e) Committee members shall not receive compensation for their service. Voting members of the committee shall not serve on any other city board, commission or task force.

(f) If any member of city council, including the mayor, ~~official~~ is the subject of an investigation, then the ex officio members shall be recused from all meetings where that particular investigation is discussed and they shall not have access to the investigative file during the pending investigation.

(~~g~~f) The committee is a management committee and not a public board, commission or committee as specified by chapter 2, article IV et seq., and not subject to the Open Meetings Act. The committee is not formed to formulate public policy nor has the authority to formulate public policy been delegated to the committee. The committee and its members are subject to chapter 2, article I et seq., ethics ordinance.

(~~h~~g) The committee may provide the city auditor and the inspector general with recommendations for priorities and potential areas for investigations and internal audits. The committee may also lend advice to the city auditor and inspector general regarding technical issues that may arise.

(~~i~~h) The committee shall not prohibit the inspector general or the city auditor from initiating, carrying out or completing any internal audit, investigation or strategic review. If a majority of the committee members finds that an internal audit, investigation or strategic review is questionable, then the committee may issue a recommendation ~~cautionary statement~~ to the inspector general or the city auditor, as appropriate, with copy to the city manager ~~attorney~~.

(~~j~~i) The committee shall review and make recommendations on finalized city auditor and redacted inspector general reports ~~any audit, investigatory or strategic review reports~~ at each meeting. Committee recommendations, if provided to the city auditor or inspector general within 14 calendar days from the date of the committee's review, shall be made part of the published report. ~~If the committee approves a report, then the inspector general or the city auditor may immediately cause the report to become a published report. If the committee does not approve a report, then the inspector general or the city auditor shall cause the report to become a published report no sooner than 15 business days from the date of the committee's review or consideration. The committee may draft a cautionary statement for inclusion with the report during the 15-day period which, if provided to the inspector general or the city auditor within the timeframe, will be made part of the published report.~~

~~(k) The committee may seek the assistance from the city attorney at any time. The committee and the city attorney may agree that it is appropriate to engage outside counsel for a particular issue or investigation. In making such determination, the city attorney shall adhere to the New Mexico Rules of Professional Conduct.~~

~~(l) Any discipline of the inspector general or the city auditor shall be reported to the committee and they may provide written recommendations to the city attorney.~~

~~(m) The committee may provide written budget recommendations for the inspector general and city auditor and operations related to the duties and responsibilities of the inspector general and the city auditor to the city attorney, the city manager and the city council during annual budget review.~~

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(k) Any requests from the public, group, or outside agency to speak to any member of the committee, or the committee as a whole regarding any matter subject to pending committee review, shall be submitted to the City Attorney's Office for placement on a committee meeting agenda and shall be reviewed and approved by the committee prior to scheduling the discussion. Approved discussions shall be placed on a committee agenda.

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-180. Reports to the committee.

(a) Each investigation, internal audit, and strategic review by the inspector general and city auditor shall result in a written final report to the committee. The inspector general and city auditor shall submit copies of the report to the committee and shall retain a copy as a permanent record in accordance with city retention schedules and ~~for no less than six years or~~ as otherwise required by law. All final reports and supporting documentation shall be stored in a secured location.

(b) The city auditor's internal audits and reports to the committee shall be submitted in conformance with section 2-178.2. The city auditor's reports shall contain:

(1) A precise statement of the scope encompassed by the internal audit;

(2) When applicable, a statement that the internal audit was performed in accordance with generally accepted IIA standards;

(3) A statement that an examination for compliance with applicable laws, policies and regulations was conducted, and a presentation of the findings associated with that examination;

(4) A statement of significant audit findings, including a statement of the underlying causes, evaluative criteria used and the current and prospective significance of the findings.

(c) The inspector general's reports shall include:

(1) Specific citations to the law or policy that was allegedly violated;

(2) An assessment of the validity of the allegations under investigation, including whether the allegations are criminal or civil in nature;

(3) A list of the employee or official's supervisors;

(4) A description of any corrective action or discipline to date;

(5) A summary of all ~~of the~~ direct and circumstantial evidence supporting the allegations; and

(6) A description of which prosecutorial agencies may be contacted, or have been involved. This shall include, but not be limited to, criminal prosecution, administrative agencies, and licensing boards.

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-180.1. Reporting.

(a) Within 60 days of the end of each fiscal year, the inspector general and the city auditor shall each submit a report to the city manager and the committee for review and comment that lists internal audits, investigations, or other assistance efforts completed during the fiscal year. Reviewed year-end investigations and internal audit reports shall become published reports. The inspector general and city auditor shall annually report to the city council completed internal audits, activities, and investigations.

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~~(b) Within 60 days of the end of each fiscal year, the inspector general and the city auditor shall issue a published report to the city attorney and the committee, that separately lists investigations and other assistance efforts completed during the fiscal year.~~

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-181. Public records and confidentiality.

(a) The city auditor, the inspector general and the committee shall maintain the confidentiality of any ~~public~~ records that are made confidential by law and they are subject to the same penalties as the custodian of those public records for violating confidentiality statutes.

(b) During the course of city auditor or inspector general activities, all records and information shall be considered deliberative in process and not available for outside review or release by the committee, city auditor, the inspector general or any other city department, employee or city official until such time that the records or information are~~is~~ published or as otherwise required by law or court order.

(c) Prior to publishing an investigation or internal audit report, the city auditor or the inspector general may share selected information with other city departments if the information is needed for decision-making purposes; otherwise, investigation and internal audit reports remain confidential until published, at which time they become public record.

(d) The names and identities of persons making complaints and providing information to the inspector general shall not be disclosed without the written consent of the person unless otherwise required by law or by judicial process.

(e) Published investigation and internal audit reports shall be public records except that the inspector general ~~shall~~ may delay the publication of redacted investigation reports when criminal conduct is found and the inspector general or appropriate law enforcement authority is pursuing an investigation and release of the report might jeopardize further investigation. An investigation release that has been delayed shall be published promptly at the end of the condition giving rise to the delay.

(Ord. No. 2881, § I, 11-19-18)

### Sec. 2-182. Penalty; cooperation; retaliation prohibited.

(a) All city officials, employees and contractors shall promptly notify the inspector general of every instance of theft or other disappearance of cash, check, or property, ~~of~~ misfeasance or nonfeasance, misappropriation, violation of state, federal or city ordinance, and city regulations, of which they are aware.

(b) All elected or appointed officials, employees, municipal agencies and instrumentalities, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the city or receiving city funds, shall provide the inspector general or city auditor full and unrestricted access to all city offices, employees, records, information, data, reports, plans, projections, matters, contracts, documents, electronic data, property, equipment and facilities and any other materials within their custody. At the inspector general's or city auditor's request, those under the jurisdiction of the inspector general or city auditor, consistent with this division, shall prepare reports and provide interviews. The inspector general or city auditor shall notify the committee and request the city manager for assistance in causing a search to be made and germane exhibits to be taken from any book, document, or record, if the subject of the request fails to comply. The city manager shall require officials, employees, vendors or contractors to produce requested information. Any contractors, subcontractors, or lower tier subcontractors who violate any provision in this division shall be subject to disbarment at the City's discretion, and they will be prohibited from bidding and participating in City of Las Cruces contracts for a specified time period.

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(c) Every city contract, bid, proposal, application or solicitation for a city contract and every application for certification of eligibility for a city contract or program shall contain a statement that the individual understands and will abide by all provisions of this division.

(d) No person shall retaliate against, punish, or penalize any person for complaining to, cooperating with or assisting the inspector general or the city auditor in performance of their duties.

~~(e) Each and every violation of this division is a criminal violation subject to the provisions of section 1-10 et seq., as amended.~~

(~~f~~ e) Any official or employee who violates this division may be subject to discipline as may be specified in the city personnel manual or any applicable collective bargaining agreement.

(~~g~~ f) Jurisdiction for injunctive, equitable or appropriate relief sought in application and enforcement of this division, is with the Dona Ana County Third Judicial District Court.

(Ord. No. 2881, § I, 11-19-18)

**Sec. 2-183. Contract auditors, consultants, and experts.**

The ~~city attorney~~ city auditor or inspector general may obtain services of certified public accountants, qualified management consultants, certified fraud examiners, forensic auditors or other professional experts necessary to perform the functions of the inspector general or the office of internal audit. Contractors performing an outsourced audit or investigation shall not have any financial interest in the affairs of the auditees, officials, or employees. The city auditor or inspector general may be requested to coordinate and monitor the outsourced auditing or investigation performed by persons under contract with the city.

(Ord. No. 2881, § I, 11-19-18)

**Secs. 2-184, 2-185. Reserved.**

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