CITY COUNCIL
AGENDA

Monday, October 6, 2025 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

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CONSENT AGENDA

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

Page

1. OPENING CEREMONIES

1.1. Pledge of Allegiance - Councilor Corran.

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

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. ACCEPTANCE OF AGENDA

5. CITY COUNCIL MINUTES

5.1. Regular City Council Meeting of September 2, 2025. 6 - 23
City Council - Sep 02 2025 - Minutes - Pdf

5.2. Work Session of September 8, 2025. 24 - 31

Work Session - Sep 08 2025 - Minutes - Pdf

5.3. Regular City Council Meeting of September 15, 2025. 32 - 51
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6. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

6.1. RESOLUTION NO. 26-042: A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PROFESSIONAL FIREFIGHTERS ASSOCIATION. 52 - 105
Resolution No. 26-042 - Pdf

6.2. RESOLUTION NO. 26-043: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE FIRE DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET. 106 - 124
Resolution No. 26-043 - Pdf

6.3. RESOLUTION NO. 26-044: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT RECONCILIATIONS VIA BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025-2026 BUDGET. 125 - 134
Resolution No. 26-044 - Pdf

6.4. RESOLUTION NO. 26-045: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RUSH TRUCK CENTER OF NEW MEXICO, INC. OF ALBUQUERQUE, NEW MEXICO VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 31-00000-22-00009AY FOR A POSSIBLE TERM THROUGH JANUARY 8, 2027 IN AN AMOUNT NOT TO EXCEED $2,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-034). 135 - 212
Resolution No. 26-045 - Pdf

6.5. RESOLUTION NO. 26-046: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RJ BORDER INTERNATIONAL OF DALLAS, TEXAS, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 45-00000-24-00086AR FOR A POSSIBLE TERM THROUGH MARCH 30, 2029 IN AN AMOUNT NOT TO EXCEED $600,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-035). 213 - 258
Resolution No. 26-046 - Pdf

6.6. RESOLUTION NO. 26-047: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH WAGNER EQUIPMENT COMPANY OF AURORA, COLORADO, VIA SANTA FE SOLID WASTE 259 - 290

MANAGEMENT AGENCY CONTRACT NO. 25-110 FOR A POSSIBLE TERM THROUGH MARCH 20, 2035 IN AN AMOUNT NOT TO EXCEED $1,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-030).

Resolution No. 26-047 - Pdf

6.7. RESOLUTION NO. 26-048: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR TIRES, TUBES, SUPPLIES AND LABOR WITH TIRECENTER PLUS, INC. OF LAS CRUCES, NEW MEXICO, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 40-00000-24-00086 FOR A POSSIBLE TERM THROUGH NOVEMBER 4, 2028, IN AN AMOUNT NOT TO EXCEED $160,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-032). 291 - 360

Resolution No. 26-048 - Pdf

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

7.1. RESOLUTION NO. 26-049: A RESOLUTION RE-AFFIRMING THE CITY OF LAS CRUCES COMMITMENT TO CREATING A QUALITY OF PLACE TO LIVE AND WORK THROUGH NONDISCRIMINATION IN ALL AREAS OF CITY GOVERNMENT AND DECLARING THE CITY A WELCOMING COMMUNITY. 361 - 368

Resolution No. 26-049 - Pdf

7.2. RESOLUTION NO. 26-050: A RESOLUTION TO APPROVE THE SUBMISSION OF THREE (3) GRANT APPLICATIONS TO THE NEW MEXICO FINANCE AUTHORITY (NMFA), WATER TRUST BOARD (WTB), FOR THE FISCAL YEAR 2026, FOR THREE (3) PROJECTS TOTALING $4,512,820, REQUIRING A CITY MATCH RANGE BETWEEN 10% - 40% (MIN $451,282 - MAX $1,805,128). 369 - 405

Resolution No. 26-050 - Pdf

7.3. COUNCIL BILL NO. 26-005; ORDINANCE NO. 3097: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO (“GOVERNMENTAL UNIT”) AND THE NEW MEXICO FINANCE AUTHORITY (“NMFA”), IN THE TOTAL AMOUNT OF FIFTEEN MILLION DOLLARS ($15,000,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($3,750,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($11,250,000), FOR THE PURPOSE OF FINANCING THE COSTS OF CONDUCTING A LEAD SERVICE LINE REPLACEMENT PROJECT AND ASSOCIATED ACTIVITIES DIRECTLY CONNECTED TO PLANNING, DESIGNING AND 406 - 465

REPLACING OF LEAD SERVICE LINES, INCLUDING AN INVENTORY/SURVEY TO DETERMINE IF LEAD EXISTS IN THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM LINES AND SHALL INCLUDE DRINKING WATER FACILITY CONSTRUCTION PROJECT WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT AND SUCH OTHER RELATED WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT ("PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; AND AMENDING MASTER ORDINANCE NO. 1593 AS AMENDED BY ORDINANCE NOS. 1250 AND 2837.

Ordinance No. 3097 - Pdf

7.4. COUNCIL BILL NO. 26-006; ORDINANCE NO. 3098: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND SUBORDINATE LIEN LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF LAS CRUCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $3,000,000, INCLUDING A LOAN IN THE AMOUNT OF $300,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REHABILITATION IMPROVEMENTS TO THE TWO MILLION GALLON TELSHOR TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE SUPER SUBORDINATE LIEN PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, WASTEWATER, AND GAS UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT. 466 - 515

Ordinance No. 3098 - Pdf

8. BOARD APPOINTMENTS

9. 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).

9.1. COUNCIL BILL NO. 26-007; ORDINANCE NO. 3099: AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SUBDIVISION XVI. - HISTORIC PRESERVATION COMMITTEE OF THE LAS CRUCES MUNICIPAL CODE (LCMC) TO REFLECT CHANGES FROM REALIZE LAS CRUCES (ORDINANCE NO. 3090). 516 - 524

Ordinance No. 3099 - Pdf

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11. CITY MANAGER REPORT

12. ADJOURNMENT

MINUTES
City Council
Tuesday, September 2, 2025 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT: Councilor Yvonne Flores

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR MCCLURE.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR MCCLURE.

Councilor McClure presented Ken Martin and Carol Brey with a proclamation for Rio Grande Rotary Club Day.

Mandy Leatherwood, Communications Director gave a presentation on the NATOA Government Programming Award.

1.3 JOBS OF THE WEEK.

Sarah Raney, Americas Job Centers of New Mexico presented Jobs of the Week.

1.4 PETS OF THE WEEK.

Carol Nielson, Animals 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

Lynn Moorer, Member of the Public said today I bring more documented facts about the city's non-compliant activities regarding the new Lead and Copper Rule. Last meeting the Assistant Utilities Director said updating online inventory records in real time created too much confusion. I have seen this characterization used by officials who are caught cooking the books. It is a classic put down of the public. In reality we the public are not confused. We can tell the difference between before and after 1986. We can discern when half the city has been left off the map. We have no difficulty understanding when the City Clerk tells us in response to an IPRA request that the city does not actually have any records notifying new customers that their pipe material despite the Assistant Utilities Director's false claims, to the contrary, see Handout 1. We may be just riffraff in Councilor McClure's view, but we are not stupid. We know when we are being lied to. Handout 2 shows that EPA requires water systems to notify all new customers of their service line material. So why hasn't the city notified all new customers as required and produced records that prove it? This is a clear violation. Handout 3 sets out facts regarding the city's pattern of characterizing pipes as non-lead without any stated or justified basis. These properties constituted 33% of 81 properties sampled. This means the city has no justification for characterizing one third of the properties as non-lead. It is just making things up. Without a basis they can't be believed. Why isn't there a basis for every property. Handout 4 is a property whose lines are classified as non-lead without any basis. The record doesn't add up. While both lines are characterized as non-lead the symbol on the map indicates this property is unknown. The customer online is characterized as non-lead galvanized. That's all. We don't know whether this galvanized line is or was downstream of a lead line which would require replacement. It doesn't say. This shows the folly of relying on the characterization that has no basis whatsoever. Last meeting the Assistant Utilities Director used the same mantra that Steve Perez used, the city doesn't have a lead pipe problem. This means that an impartial assessment of the city's piping required by EPA is not underway. You all should be disturbed by this overt bias against finding the truth regarding Las Cruces piping. The city is using these stratagems to avoid finding lead pipes. Characterizing piping as non-lead without any basis whatsoever falsely characterizing lead piping as non-lead because of installation after the lead ban leaving half the city off the inventory using a pipe inspection technique that is not highly accurate, relying on water sampling only with no records or field inspection only with no records. Not finding lead pipes saves the city and a lot of work. It is clear that is the goal. The rule imposes many requirements that are hinged on the certain kinds of lines are identified. The city is making sure it doesn't identify much. Has the city no sense of decency? How much longer will the city allow its staff to flout the law and the well-being of its citizens?

Liz Rodriguez-Johnson, Member of the Public said at the August 4 meeting the Utilities Director said, "we believe we are meeting all requirements". That is an astounding statement given all of the EPA requirements Las Cruces Utilities is clearly not meeting. Most of them have been brought to your attention but here is a partial list. EPA requires that water systems sample consumer taps upon request. See Handout 3 from the June 16th meeting and Handout 4 from the July 21 meeting. Why hasn't Las Cruces Utilities sampled the water from consumers who requested as required? This is a clear violation. Why hasn't the city publicized an offer for people who don't know that this can be requested? EPA requires that water systems notify

owners of galvanized required replacement pipes within thirty days of submission of the inventory. See Handouts A and B from the August 4 meeting. Why hasn't Las Cruces Utilities notified all the galvanized required replacement folks as required? Why does it plan to put this till the last quarter of the year? This is a clear violation. These folks appear to be located in the older parts of the city. Is this another example of Las Cruces Utilities unequal treatment of city citizens? EPA requires a proven evidence-based technique for identifying the nature of piping. See Handout 1 from the August 4 meeting. Why has Las Cruces Utilities utilized two techniques widely, water sampling only with no records and field inspection only with no records that are plainly not evidence based? These are obvious violations. Handout A from the August 4 meeting shows EPA requirements that the inventory include all properties served by the city. Previously I provided you handouts showing 33 neighborhoods without water hookups. Why does half of this city not have water hookups on the map? This is a clear violation. The majority of the omitted neighborhoods are mobile home neighborhoods. Why are many of the folks who live in mobile homes left out? To receive a grant the city promised to prioritize disadvantaged populations. In fact EPA requires this prioritization. See Handout A but the Director said that the city is only planning to complete it in 2027. That is not keeping faith with the disadvantaged people of Las Cruces nor is disappearing for the inventory of all the information about the disadvantaged neighborhood. It suggests that the grant was obtained under false pretenses. How many properties in the city's oldest areas has the city inspected? Where are the records? The city should make sure the health of all of the citizens is protected. That should be top goal, not using as many tricks as possible to avoid finding lead pipes. That violates a rule and that puts thousands of vulnerable Las Cruces residents at risk.

LaVaughn Hart, Member of the Public said I am the Director of the Spay and Neuter Action Program, SNAP. I want to give a brief update on the Spay and Neuter Program that we have with the City of Las Cruces. As you know we really got started on this program at the end of last year and started putting out the word to all of Las Cruces residents on January 1, 2025. For the fiscal year ending June 30, 2025, under our contract with the City of Las Cruces, SNAP facilitated the spay or neuter of 243 cats, 352 dogs for a total of 595 spay and neuters for companion animals of low income Las Cruces residents. We also facilitated 293 rabies vaccinations and 272 microchips. We saw an increase during that time of over 35% in the number of vouchers issued to residents for spay and neuter surgeries. So far during the first few weeks of this fiscal year we are seeing an even larger increase in the number of residents requesting vouchers. In fact, I ran the report last week and it scared me. It is like 100% of increase over last year same time. To assist in getting all of these dogs and cats fixed we held five special spay/neuter clinics for Las Cruces dogs and cats last spring. Thank you to Schumacher Vet Clinic and Calista Animal Hospital for hosting these events. Over 130 dogs and cats were fixed during those clinics. Thank you also to Dr. Carver of the Mesquite Animal Vaccination Clinic who held a special vaccination clinic at our offices to get a large number of those dogs and cats ready for their surgeries. Most of all I want to thank all of you for the support of this program. Truly together we are making a difference in the lives of Las Cruces residents and their companion dogs and cats. Now we need to start talking about what more we can do. I gave you a handout and on the front it kind of goes over the numbers. The other side, we need volunteers. So, anyone out there in the community, if you are interested in helping us

with this program, we need volunteers so please contact the SNAP office. We particularly need Spanish speaking volunteers as we have a significant number of our clients who are Spanish speaking. We are also seeking board members so if anybody would like to serve as a board member on SNAP, please also give us a contact.

Frankie Lawrence, Member of the Public said I am a senior citizen that attends the Aquatic Center on a regular basis and currently it is out of order. We have not been able to go there for a while and as you know the Las Cruces community is growing quickly with senior citizens and those that have surgery and the water is very beneficial for our wellbeing and recovery. With that I was hoping we could get it going again. It has been out of commission several times. We try to go on a consistent basis. It is not possible when the pool is entirely closed. Anything that you can do to help us get it going I would really appreciate it.

Lucas Herndon, Member of the Public said I am a resident in District 2. I am here today to ask for your help in trying to stop something horrible happening in our county. Last week the Dona Ana County Commission made moves to approve $165 billion bribe from a Texas based tech company to build a data center in the southern part of the county. I recognize and I understand that the city and county are different entities but part of the egregious nature of this issue that has come up is that they only gave the community three weeks to do anything about this. If you have seen the news or attended, you saw that dozens and dozens of residents were at that meeting asking the county to not move forward with this. The risks to our ground water and our drinking water, which legally are two different things, is very, very great. Data centers require too much water for a community like ours here in the desert. In my role as Energy Policy Director at Progress Now New Mexico, I myself am concerned specifically about the energy use of this data center. Part of what they are working on, this borderplex company comes from a memorandum of understanding that they signed with the Governor that grants them permission to use the loophole in the state's Energy Transition Act where they can build gas plants, hydrogen plants, nuclear plants on their micro grid and have that energy excluded from the state's movement towards renewable energy. Because they will need interconnection with El Paso Electric to get started those power plants will be connected to El Paso Electric's grid and as the area's largest user of EPE electricity and the city making its own moves towards some electrification efforts where we get that electricity matters to residents and if El Paso Electric is getting energy from gas plants on this micro grid they are excluded from the ETA we can't necessarily in good conscience use that energy if our goal is to reduce emissions, protect the air and the water of our residents. So, my ask is, is that in whatever official capacity you can from your seats on the council with your relationship with the county please help us fight this. At the very least give us more time to have the community properly engaged with this, to learn more about it. To learn what the risks are. This is a big deal and we need as much help and support as we can get.

Maryellen Boberg, Member of the Public said I have been a citizen, a resident of Las Cruces, New Mexico for the last 30 years. I have raised my family here and I have enjoyed many, many benefits in the city of Las Cruces. One of the things that I am enjoying currently or trying to enjoy currently is the availability of the Las Cruces

Aquatic Center and the access that I have to be able to go every day and get the exercise that I need. I have some motor issues that limit my ability to be in the natatorium pool which is available right now but the other pool, the one that we use at the Aquatic Center has been inoperable for a month and half, two months and now I was there today using the warm water pool and I have some concerns because the water that is sitting there now is stagnant and it is becoming very dark and now I am growing concerns that there are going to be problems for the warm water pool that many people have to use other than the cold water pool which is in the natatorium. And I am concerned about what could grow there. I don't know if they have just filled it with chlorine to just keep it from growing. To me I think mosquitoes could even get in there and set up a home. We are a group of senior citizens who I am finally able to enjoy my retirement. My service here in Las Cruces has always been either through the state government or through Las Cruces Public Schools and now it is my turn. I am hearing all of the things that people need. I am really desiring that you guys pay a little bit of attention to that pool because I have researched where other states, they have nothing compared to this pool and so I wonder what those senior citizens are able to do. If you can't walk you have got to be able to get some exercise and movement somehow and being in the water is key to that.

Bob Halk, Member of the Public said I agree with everything that Maryellen said. We have been waiting to have the channel repaired and it hasn't happened. So, I guess our question is, when will it be done? Is it being worked on? Is somebody paying attention to it? I don't know. Anyway, thank you very much for your time.

David Sedillo, Interim Assistant City Manager said we are aware that the pool is down. We have some electrical and pump issues that are going on at the pool. We are actively working to get those fixed at this point in time. We did have a vendor come out to look at the old pump to see if we could repair it and also looking at replacement pumps to get the pool back up and running as soon as possible.

Linley Hornsby, Member of the Public said I am a resident of District 4. Also here to talk with you all about our shared water supply which is at risk by Project Jupiter which I know that is a county jurisdiction but I am surprised of how many non-county Democrat politicians are supporting that, right? We see our State Senators, Representatives, our Federal Congressional representatives taking a stand on this and so I just want to encourage any of our city council leadership to use your platform and privilege to protect our water here in Las Cruces and the water in our county at large, the air that we breathe which is going to be impacted by this data center, right? And for our community not to adopt another boom-and-bust industry which New Mexico has been burned by time and time again. That is what AI is and I know that the vote is not before this council but I just appreciate you all, those of you who are using your voice in this issue and I encourage you all to really listen to the constituency and what we want for our communities understanding that we know what is best for our communities and a zillion PowerPoints from a corporation that wants to just profit off of our land and resources is not necessarily going to placate us. That is all for now. We will talk soon about GRT. As GRT comes up and you all are deciding how to spend that just remembering that public safety is community safety. It is how we use our infrastructure to take care of each other, especially the most vulnerable in our communities as you are thinking about the capital outlay projects that you will be

dedicating that money to really asking if that funding and that infrastructure is going to be supporting all of our community members and the most vulnerable among us.

Juan Garcia, Member of the Public said Las Cruces is steep in violence. Just last week at the CCNJ the surge of juvenile crime was laid bare, grim and unsettling. Property crime, drive by shootings, rampant drug use, the massacre at Young Park, gangs turning on each other, domestic violence. It all stacks up casting a very dark cloud over the city. If we don't cool things down and find some respect for opposing views on both sides political blood shed might be next. I have noticed a trend at recent local events like Save the Vote and the protest against the new abortion center here in Las Cruces. The atmosphere feels charged and some people, militant agitators seem one step away from letting things get out of hand. Peaceful protest is a core American right whether the issue is genuine or manufactured outrage. Just because someone believes abortion or ending an innocent life isn't health care, doesn't give the opposition license to stir up violence or scare those who disagree to shutting up. Shoving a bull horn in someone's face or screaming at them, rushing the stage isn't going to win anyone over. I have seen plenty of protestors waving signs, attacking federal agents for doing their job or warning of the "militarization of the community". There are people who fly the flag upside down making a mockery of our national ansen which I find very troubling or lumping together legal and illegal immigration. As someone who immigrated here legally, I find it disrespectful not just to me but to the millions who followed the rules and respect this country enough to do things the legal way. Most of the time I just avoid the situation entirely or if I am there, I keep my distance and quietly watch. A final word of caution and this also goes for irresponsible comments by elected officials, not everyone who shows up to protest is there for the right reasons. I hope LCPD continues to monitor these events because there are always a few waiting for an excuse to light the match. If that happens and someone crosses the line the outcome could be devastating. Resentment towards the President is boiling over and is bleeding into our streets. Don't let rage or reckless impulse drag us into something we can't undo. This community cannot survive the added poison of political violence. Once that is unleashed there is not telling where it stops. We will continue to advocate for peaceful protest and a civil discourse.

Jay Choate, Member of the Public said I am a resident of District 5. I would just like to note for the record that peaceful protesting while it is an American pastime doing things like hanging the flag upside down, burning it, stuff like that, people have done that for a while too. That is also freedom of speech. Just wanted to throw that out there. I also wanted to echo the similar sentiments that some of my peers have expressed about Project Jupiter. I am not inherently opposed to industrial developments but you when they don't really answer questions and it seems like they are trying to kind of rush through things, and it is inherently an industry that uses a lot of water. You know big businesses, big private interest make promises a lot and then years later it turns out to be lies when they start polluting the local water. There is an example of XIA over there in Tennessee and there is countless other data centers across the country where this has happened. So, they pollute the environment especially if they have things like fossil fuel power generation, that goes into our atmosphere and we have to deal with that as a community so it seems kind of counter to me that we are encouraging them to do that but then the rest of the state has to go towards renewables so I am just hoping you guys can kind of push some

accountability there. Having the elected officials on the county commission kind of be responsive to the public here and not just kind of ignore or silence them. I recognize that is not necessarily the city issue but you all are elected officials within the county. I hope that you could speak to that. As far as some other stuff goes I am hoping we can do more public engagement outside of working hours. I know that we have had some stuff in the past. I wasn't here earlier in the summer but it would be nice to see that more so that people who are most impacted by these types of policies can get some feedback put into it and have an environment where they can all come together and talk to you about that. That would be nice and I also wanted to kind of advocate for public transportation more. I know it is very important. We need more people to be able to use it and while it is a tool and resource to people who need it, I think it should be something that is more comfortable for everyone involved. Especially for somebody like myself. I live twenty minutes away from NMSU and so it is a pretty inconvenient for me to use the bus or public transport but if there were a lot more opportunities around this city maybe it would be more convenient for me in the future or if I happen to go to NMSU and I just want to pop downtown, stuff like that. I know I am pretty busy all around town and it is difficult for me but just having more of that is always good. Thank you all for letting us have public comments and I hope you will push the county to be a little more accountable with this Project Jupiter.

Lonnie Montgomery, Member of the Public said I want you to know I love you guys. When I say guys, I mean like the President, Mr. Hudd saysthat is men and women and I do know what a woman is and we are not in the commissioner's office in Dona Ana so I guess we can pray do I'm going to. Dear Lord, I pray today for better skills, for the people on the board here and skills in this sermon and understanding to become better public servants and make wiser decisions. So much for that. I am going on to what I call the riffraff report, and the riffraff is doing pretty well as far as I know. But I am not allowed to mention names I guess because of political things but I have written down like five names and they take office in Congress and to me they are voting the wrong ways. They are voting against women. They vote for having trans men compete against women and take away their awards and their scholarships and everything else and to me that is hating women and another group I think they are taking care of too is our kids and our grandkids and our great-grandkids. They are taking that there and they add to it all the time. They didn't want the vote so that we wouldn't have a 63% increase in taxes. They voted for that in their vote the way they voted it and as far as the state goes. I think we are getting into our complete insanity. That means your voting and doing the same things over and over again as everybody knows. But we keep electing the same people and they spend billions of dollars on education and according to Mr. Obama that would make us 56th in the nation as far as education goes. So, we know what sort of education he got. As far as teaching goes we have allowed kids to read library books that encourage teenage boys to use younger boys and girls as their sex objects. Also, according to New Mexico Law, teachers can have the people take the things to make them what they are not supposed to be men to women and women to men and also set up the operations which as soon as this big thing is built in Las Cruces to take off the breast and genitalia or whatever in that particular area.

William Moreland, Member of the Public said I do want to mirror the sentiment of my other peers that saying that we should try to do whatever we can to try to stop Project

Jupiter. I know that it is a county issue but as Dona Ana County's biggest municipality I feel like it is part of our obligation to kind of help stand up for the smaller municipalities in our county especially from a lot of the sentiment that I get from some of the people that live outside of town they don't know what this project is. We are the biggest voice in this and if we don't stand up for them the drought situation that we have been having could get worse. Heat islands which data centers could cause can drive away rain and that is on top of the issue of them wasting water. Another smaller issue that I have been noticing it and it is funny that coming up and talking about this near the tail end of summer but a lot of the public transportation bus stops here in town do not have shade and that could be a big issue especially for someone like me who barely misses buses through no fault of my own has to now wait an hour outside. I feel like having some reprieve near those bus stops would be really useful to anyone who has to use that transportation system to get in and around town.

Jim Hoerst, Member of the Public said I am here to speak on behalf or in favor of Jupiter, the Jupiter Project. That area referred to as Chapps often is baren of any economic development and the economic development that is coming to the area in the form of the data center will bring its own infrastructure. It will be able to tap new aquifers, it will be able to generate its own power, it will be virtually self-contained and it should spur other economic growth in that area. I heard the word used, bribe and somehow it is going to chase away other rain. I don't know how that happens. I don't think there is corruption involved. Of course, government is corruptible but to presume that there is corruption is most unfair. I also think that economic and environmental issues can be addressed. It is wrong to presume that it is going to be a boondoggle. I trust capital to operate in its own interest. I don't believe that people will invest billions of dollars into enterprises that they aren't sure are going to work. They might be wrong but at least they are trying to make money, not trying to lose money. We should hear both sides, get all the information we possibly can before we say no. I think some people have been very quick to say no. I think they need to look at all the facts and also have some sympathy for the economic development of that region. That is jobs, economic development is just another word for jobs. Jobs are just another word for prosperity.

Donna Stryker, Member of the Public said I don't know if any of you saw the agenda or were just not able to attend. Last week Courts, Crime and Justice Legislative Committee met at NMSU. I was there all three days, not for every minute, and when they come back, I would like to have more participation with the community and the council. I was there for Fernando Macias's comments and his presentation, which was well received by the legislative body that was there on the committee. The Police Department did a presentation on youth and crime, and it was disturbing and if you have not seen the video I would definitely ask you to have Chief Story share that video with each and every one of you. The faces of the legislators was telling and I don't think that there was one negative comment about the fact that something needs to be done about crime not only in our city but in this state, Albuquerque and the country. And if you could please watch it. It would be helpful I think as things come up on our community and unfortunately our DA was not able to come to the third day but there was a conversation about competency and there was a shift. There was a huge shift on that day it appeared that there was more collaboration and perhaps more openness to hearing that we need to do something. We meaning the people, the

communities, the councils, the legislature, etcetera. There was one thing that was very disturbing to me, and it embarrassed me for my community and that is when a senior Senator put down my council and put down my community and basically pointed fingers which I thought was extremely unprofessional of that particular Senator. I try really hard not to name names because I don't think that it serves any purpose, but it was inappropriate. I don't agree with everybody all the time, ever, it's just not human but it was disrespectful and it really bothered me that he said those things about my council and pointed a finger at us in the audience and said this is your fault and I thought that was childish, immature, inappropriate for a senior sitting Senator and I am sorry those comments were made in a public forum. It was not appropriate at all.

Tim Jenkins, Member of the Public said I wasn't planning on speaking, but I would like to just second. I was also there for the two hour presentation for the Las Cruces Police Department and it was very, very powerful and very sad at the same time but the presentation that they gave sent a very loud clear message to our Senators and my concern is that we need to look for every possible way to change the crime in this city. It is heartbreaking. We are getting ready to spend and we are going out to an intersection tomorrow I believe and talk about spending $11 million on homeless and unhoused and we are getting ready to spend $10 million for the largest abortion clinic but what are we doing about the mental health? That is my concern.

John Paul Palomino, Member of the Public said I am here to talk about Project Jupiter. I believe it is not good for the county and city of Las Cruces and as the leadership for the city of Las Cruces, the largest population of the county. I believe it is imperative for you to encourage your colleagues at the county to stop this program from going forward.

Diana Alba-Soular, Member of the Public said I am Project Coordinator for the New Mexico Local News Fund. I am here today because I wanted to introduce myself in this role. I am a long-time journalist here in Las Cruces. I am working part in a coordinator role and part in a journalist role. The New Mexico Local News Fund is a non-profit organization that is looking to support a variety of forms of local news statewide and so we have different projects and initiatives that are going on to do this. Just recently we have begun discussing with a national initiative called Documenters. Documenters is a project that trains citizens to become attendees of public meetings and documents them to put them out for public consumption. This is in part to try and help empower residents in an area where local news has seen a lot of decline in terms of the number of journalists that are here reporting in communities. It is not exactly a replacement for journalists, but it is a way to get more coverage in terms of just reporting. There is many medians that journalists rarely ever go to that still have health importance and citizens might be interested in and knowing what is going on. So, I am just here today to just give you a heads up that we are doing this. We are trying to inform different public bodies that we are starting this project is in the very infancy right now and it probably won't be until the first quarter of next year where we actually recruit citizens to participate. They go through a training through Documenters, and they get paid to cover different meetings and so I am interested in getting feedback from you all as well as just members of the public who might be here and might be interested in becoming a Documenter down the road but my email

address is diana@nmlocalnews.org if you are interested in that and I will leave some cards for the City Clerk in case.

4. ACCEPTANCE OF AGENDA

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

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, and Councilor Becky Corran
ABSENT:	Councilor Yvonne Flores

5. CITY COUNCIL MINUTES

5.1 REGULAR CITY COUNCIL MEETING OF AUGUST 4, 2025.

5.2 WORK SESSION OF AUGUST 11, 2025.

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

6.1 RESOLUTION NO. 26-030: A RESOLUTION TO APPROVE AN AMENDMENT TO INCREASE THE ANNUAL APPROVED EXPENDITURE OF AGREEMENT NO. 20-21-089A FOR GRAPHIC DESIGN AND DESTINATION MARKETING SERVICES WITH AFFLUX MEDIA DBA NMCO MEDIA OF LAS CRUCES, NEW MEXICO TO AN AMOUNT NOT TO EXCEED $265,000, PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO APPROVED BUDGET APPROPRIATIONS.

6.2 RESOLUTION NO. 26-031: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE PUBLIC WORKS DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.

6.3 RESOLUTION NO. 26-032: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $95,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

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

7.1 PUBLIC HEARING REQUIRED. RESOLUTION NO. 26-033: A RESOLUTION APPROVING THE REQUEST FOR A TRANSFER OF OWNERSHIP ONLY OF DISPENSER LIQUOR LICENSE NO. DIS-001199 TO RT MANAGEMENT INC., D/B/A RUBY TUESDAY LAS CRUCES LOCATED AT 2611 N. TELSHOR BOULEVARD, LAS CRUCES, NM. 88011.

Public hearing began at 2:09 p.m. There was no one for or against. The public hearing ended at 2:09 p.m.

Adam Ochoa, Senior Urban Planner gave the overhead presentation.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-033.

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, and Councilor Becky Corran
ABSENT:	Councilor Yvonne Flores

7.2 RESOLUTION NO. 26-034: A RESOLUTION ALLOWING THE DONA ANA COUNTY IMPROVEMENT SPECIAL ASSESSMENT PROGRAM TO OPERATE WITHIN THE CITY OF LAS CRUCES, INCLUDING PROGRAMS SUCH AS COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (CPACE).

Isaac Holguin, Economic Development Project Manager gave the overhead presentation.

Councilor Mattiace asked what kind of feedback have you gotten if any and if you have if you could just report that, from banks holding the mortgages? What you are saying is every bank has approved knowing that there is an additional lien on that property?

Isaac Holguin said yes, with respect to the lienholders we have to make sure that we get all the different lienholders that are going to be agreeing to this. Since this a property tax assessment. It is placed as a primary, on the capital stack, we have to have consent from all the other lienholders. So, if there is maybe a loan from a private capital as well as C-PACE we have to make sure that we are consenting on both of those lienholders, and they are knowing C-PACE is also going to be incorporated on that capital stack for the payments as well.

Eric Christensen, Adelante Consultant said just to add to what Isaac was saying about lienholders just with projects that we have seen with other counties in New Mexico. We have had a number of banks kind of give that lienholder consent that has allowed C-PACE transactions to take place and if for whatever reason as Isaac mentioned if the lienholder doesn't want to give that consent then that is their right, and the transaction would not happen, so they are protected in that way.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-034.

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

7.3 COUNCIL BILL NO. 26-003; ORDINANCE NO. 3095: AN ORDINANCE REPEALING AND REPLACING CHAPTER 18 - NUISANCES, SECTION 18-1 AND 18-2 OF THE LAS CRUCES MUNICIPAL CODE.

Brad Douglas, City Attorney gave the overhead presentation.

Councilor Corran said I just want to talk about what this means in the context of, as city councilors if you all didn't know we frequently get called when a neighbor is angry at their other neighbor. I am just going to tell you that a large portion of the calls that I get are people being mad at their neighbors. Of all sorts, many times it is something that falls under Supervisor Roach's domain. Sometimes it is things that fall into Chief Story's domain, Supervisor Jimenez also but I say this to sort of contextualize this in this way, I firmly appreciate the way we enforce nuisance codes. That is often codes officers, and I try to sort of encourage folks to actually talk to their neighbors first because which I know is not always easy, but it is a wild idea but if you are really mad at someone sometimes you can talk to them about it and it actually gets better. Especially when it is something like a plant which I would argue is very easily remedied. We can have a conversation about this. I just want to sort of contextualize this in the grand scheme of things. I support guidance to what we should and should not be cognizant not be self-policing, I am out there plucking the weeds. I don't know what they are I just pluck them all, sorry and I don't spray so I have to pluck more. It is what it is. I urge us all to consider this is asking folks to be more responsible citizens in a meaningful way that is constructive and clear. It is not an invitation to call the police on your neighbor's weeds and so I am urging folks out there please don't do that. If you find yourself thinking I am going to call my city councilor about my neighbor's weeds I urge you to first if you can please go and talk to the person themselves. Maybe they are having a life crisis, and they can't pick their weeds after a bunch of rain that is 80% of the time what is happening. So, I appreciate that this is coming forward and giving folks a context for which to understand what might be a useful plant versus a not useful plant. I urge us also to not use this as a license to be mean to each other, fundamentally I think that is part of our bigger fundamental problem so please look out at your own yard first. Think about what weeds you have there, make some time to pick them. Go over and offer to pick your neighbors. We do this in my neighborhood routinely because some of my neighbors have disabilities and so I say thank you for bringing this forward but also please folks of the public understand the context that we are functioning as a community and policing people's plants is not something I don't think and I don't know if this is Supervisor Roach's objection but it is mine that I don't think we should be policing people's plants or a myriad of other things about them so please keep that context in mind. I support this in the idea that it makes better neighbors.

Councilor McClure said I was going to second Officer Roach for getting me through some of the non-enforcement that we can and cannot do through Codes but how helpful he has been with it too. I think I had asked at one point if we could do photos and maybe that is not something we can put in the codes but if there was an educational campaign, even just a pamphlet you can hand out. I think that is something that would be helpful for some people who yes, I know we can Google but some people are going to get in the weeds about things. So, if we can do some sort of awareness campaign much like we need to do for other things I think that would be

helpful.

Brad Douglas said myself and Mr. Roach, we can communicate with our Communications Director and see if there is something that we can push out, absolutely.

Councilor Mattiace said I just wanted to share with Councilor Corran said that the calls that I get are mostly neighbors not happy with neighbors either parking, weeds, and I just want to give a kudos say a compliment to one of your codes people. She came into my neighborhood I think two doors down, we have some neighbors that have RV and big trucks parking in the street, and I don't mind because I just get out of there and I don't look at things, but some neighbors really object it and she explained the entire ordinance. I mean she was very thorough and she spoke and I believe Sarah was her first name and I think she was very satisfied with the explanation and professionalism and I believe she said she came from Animal Control and now she is with Codes and she did an excellent job and settled down two or three neighbors and then when I came back from one of the neighbors commented on how professional she was. I think a pamphlet, education and maybe some type of maybe an outreach program with your codes people meeting the public I think they would really appreciate how professional these people are and how they have to know the law and thank you for your effort on another significant ordinance.

Diane Starbuck, Member of the Public said speaking in favor of this revised weed ordinance clarification of law is always a good thing. Hopefully the revised ordinance will preserve native plants species and maintain food and shelter for native wildlife. I would like to thank Mr. Douglas and Officer Roach for their work on this ordinance. Also, on a more personal note I ask that you approve this ordinance, so I don't have to hear my friend Jim Wilcox complain about the weed ordinance anymore.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3095.

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

8. BOARD APPOINTMENTS

8.1

None.

9. 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).

9.1 COUNCIL BILL NO. 26-004; ORDINANCE NO. 3096: AN ORDINANCE

REPEALING ORDINANCE 2964, CLOSING THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT BETWEEN THE CITY OF LAS CRUCES, SAPUTO CHEESE, INC., AND THE STATE OF NEW MEXICO, AND EFFECTIVELY TERMINATING THE GUARANTY REQUIRED BY THE LEDA STATUTE.

Council agreed to bring it forward.

10. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

10.1 COUNCILOR MCCLURE

I was just going to say that I also too had some concerns about Project Jupiter. I know we heard a lot about that today. I think that we all want dynamic change for our area but a lot of times we have to think at what cost that is. I think a lot of this too is the speed that we are looking at. The speed is light years compared to what I have seen here at the city level. It takes a long time for things to get done so. This is what breeds mistrust. This idea that it happened so quickly and I know there is a lot of outrage so I would counsel some of my county peers to consider why this is happening so fast and consider listening to people slightly more.

10.2 COUNCILOR MATTIACE

I want to say thank you to LCPD, of course the Fire Department. Both chiefs have made quite improvements in the public safety issue in Las Cruces. I get tremendous comments from people going to different functions how much better the city looks both the cleanup and taking care of blight, panhandling has come under control but the LIGHT program we get a lot of comments Chief on the LIGHT program and how good that is and for behavioral management for people who are maybe on different corners and struggling and the Las Cruces Police Department, I really appreciate the traffic citations. I think it is making an improvement. I don't see as many red-light runners, and I don't see as many speeders on the different streets. I think they are getting the message that we are out there to make sure you stay in control and follow the rules of driving. So, I appreciate LCPD and the Fire Department. Another kudos. I want to thank Olive Garden. Being Italian it is a frequent place that I visit, and I want to thank them for their donation of providing meals to the Las Cruces Police Department. It is nice to see Corporate America be so generous.

On the Utilities, maybe the public needs to get this fact sheet that our Utilities Department has almost ten years to handle the lead and copper issue and so this would be a good fact sheet to share with the public and I think our Utilities Department is doing an outstanding job and I really appreciate all the awards that our Communications Department got particularly the one for Utilities. As for the one from Ikani, that did shock me, him being so serious all the time but he does have a great sense of humor and thanks for doing that video.

10.3 COUNCILOR GRAHAM

None.

10.4 COUNCILOR CORRAN

I also wanted to elevate the Communications Department because I be zipping everyday Even though we didn't see the zipper one, I personally watched that video

and now do best practices and I would say my best practice is speeding but I am just making the intersection more efficient at Spruce and Telshor. The zipper video was also really delightful so thank you for that. I also want to appreciate the Firefighters Union who were recognized yesterday as an outstanding labor organization in our community and literally saving lives. At the Labor Day breakfast they were recognized for all of the things that they do from rescue to fire response to emergency services overall and so I really want to thank you and appreciate and elevate them as one of our collective folks that deserve recognition and so thank you to Chris Johnson and team for representing yesterday. We are really proud of the work that the firefighters and IAFF do in particular.

The second part that I really want to talk about specifically someone mentioned the housing thing that is happening tomorrow. There is going to be a press conference related to housing generally but also, I think these are a number of housing related initiatives. In particular this is that one that we approved about a month ago, a month and a half ago as this body of single family homes for folks who are at 120% of area median income and so just eluding to that, that is something that is happening tomorrow but I sort of want to give a shoutout to our housing staff generally and the community organizations including Community of Hope who really lead on a number of housing related things this week. The City of Tucson identified Las Cruces as the leader in housing and region and so folks from the City of Tucson will be visiting and visiting with folks from our housing staff and Community of Hope to find out what we area doing here and implement it in Tucson because they visited a bunch of places all over the southwest and they found Las Cruces to be the one they want to emulate so thank you to the folks who work really hard to be leaders in housing. That is also why we are getting millions of dollars from the state, and I just want to appreciate the community of folks including Camp Hope and Natalie and the housing team who have been working really hard to address housing at all levels.

10.5 COUNCILOR BENCOMO

I am honestly so excited about tomorrow’s groundbreaking and the news about the $11 million that the state is investing in Las Cruces because of our dedication to addressing our housing crisis. That news is finally out, and I think we will hang on for a while longer and so that I am so deeply grateful that it is happening and that we get to really celebrate that tomorrow at Arcadia. One of the projects that Councilor Corran spoke to is single family housing. We are really targeting this wide range of housing options for so many of our neighbors and so many families in Las Cruces and that is just so incredible and exciting, and we are going to spend the $11 million. So, I am very excited to show the state what we can do so that they can keep investing in what we are doing.

Lastly on Friday evening, Friday afternoon I went on a ride along with Officer Udero. I just wanted to give him a shout out and tell him thank you for letting me ride along with him and we had a really great conversation. A couple of things that stood out to me while I was with him, we responded to a variety of calls. Some of them were related to our unhoused neighbor. These was one related to an overdose and then another related to an abandoned property and it just made me really affirm the fact that we just have to invest in a bunch of other things that can also be intervention so that our police officers aren’t having to be the first line of intervention at so many of

these things and so I think that is really critical for us to continue t considering and to continue committing to but again really grateful for that opportunity which can be really intimidating so I just really wanted to publicly thank him for inviting me.

10.6 MAYOR ENRIQUEZ

Again, I just want to echo the same congratulations to our Communications Department, Mandy and staff for their award-winning videos and also to Natalie in our Housing Department, this $11 million is an investment in our community and it is the hard work that they put in. Nobody invest in somebody who hasn't done before and has those that are in progress and then have the vision and have shovel ready projects so the team has done that and again I know you did a great job acting and tried to fix everything in this city but a large part of all the things that we are doing goes to our City Manager and kudos to his leadership and with that, thank you Ikani.

11. CITY MANAGER REPORT

11.1 IKANI TAUMOEPEAU

I would like to touch base, there was a public comment earlier for the RAC and senior pool to come back online. I appreciate David sharing some updates as his team and Parks & Rec and Facilities, staff and our aquatics team have all been trying to figure this out. I just want to share a few things and hopefully share why we are here in this place. I am sharing this so everyone knows it is not for a lack of trying. So earlier in August we found out that the activity pool needed repair. There was an electrical panel failure, so we reached out like we always do to a repair vendor who came shortly after, and we assumed everything was going to be okay a few weeks later but they weren't able to repair it. So, at the end of August, they found out that there was a coil that couldn't just be repaired. We actually needed a new pump for the special material that was needed. So, we have a spare pump as we appreciate staff ordering spare pumps, but we have various pool pumps that are needed and the size that was needed was not the size for the pump that we had which means we would have to break additional concrete and base to put this down which leads to additional challenges and delays. So right now, there is two options that we have in staff is working with it and one of the options was to just buy the same size pump which they don't make any more so that is causing a huge challenge. The other two options is having two local vendors evaluate the old pump would have to be rebuilt with new coils and internal components and then option two is working with a cost estimate making the necessary modifications to use the supplemental pump. Staff is currently working with these two options. The estimate is about two to three weeks, please don't hold our staff to it. That is their goal to get it done by but we just wanted to share with the public that there is so much information, and we are not making any excuses. Staff is definitely doing their best and I just wanted to share that information. So, thank you to those departments.

Pertaining to Parks & Rec, I want to give kudos. I want to take a moment to acknowledge Santino Carrillo, a valued member of our community and an exceptional example of dedication. Santino began his journey with our city's youth diversion and development program as a participant. His commitment led him later to become a volunteer, then an intern and then eventually an employee in this program. His hard

work and leadership have been recognized by the state as he was recently appointed by Governor Michelle Lujan Grisham to the New Mexico Juvenile Justice Advisory Board. We are incredibly proud to see his journey come full circle and we are grateful for his continued service to our community.

In addition to this there is a playground at Valley View Park has been replaced. Please join us for a ribbon cutting at Valley View Park at 710 South Espina on September 9th at 9:30 a.m. to celebrate this new facility.

Housing press conference will be held tomorrow as I mentioned and echoing what councilors have shared again off Red Hawk Golf Club Road new Portrait Street to announce the six affordable housing projects funded through an $11 million special appropriation by the State of New Mexico.

Internal Audit, the OIR group, will be presenting their eighth semi-annual police auditor report on September 8th, and will hold their third community outreach meeting later that evening in council chambers here from 6 to 8 p.m.

For Visit Las Cruces, get your dance shoes ready, Baila Las Cruces is back. We invite you all to check it out. Visit Las Cruces sponsors with some groups in town, Baila and NMSU to teach salsa dancing, merengue, cumbias, bachata, and all of the above at Plaza de Las Cruces. Fun starts at 7 p.m., Thursday September 4th, with free Latin inspired dances so hope to see you there.

Last but not least I just wanted to give time to Adrienne if Adrienne wants to come up. She just has some updates to the public and to council regarding lead and copper.

Adrienne Widmer, Utilities Director said I just kind of want to give you a little bit of an update. A real time map is not required for the lead/copper, only updated annually of which we are going to be doing annually instead of doing a real time update as we move forward.

In regard to the IPRA request, it actually requested a list which means we would have to create a record which is not what you do when you answer IPRAs. Now if they would like a list, they can provide us a list of names and/or accounts, and we could provide that documentation. NMED has approved our customer notice process so there is no worries there. Customer request for water testing’s, those do not become a regulatory requirement until November of 2027 and mobile home parks, most of those are served by master meters in which case those will be looked at as we go through if they are deemed appropriate depending on the year that it was installed based on regulatory requirements of when lead/copper was no longer being used. Lead was no longer being used.

12. ADJOURNMENT

12.1

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to adjourn at 2:49 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, and Councilor Becky Corran
ABSENT:	Councilor Yvonne Flores

Mayor

City Clerk

MINUTES
Work Session
Monday, September 8, 2025 @ 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, Americas Job Centers of New Mexico presented Jobs of the Week.

2. PETS OF THE WEEK

2.1

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

3. AGENDA ITEM

3.1 COMMUNITY OF HOPE ALLIANCE AGENCY UPDATES

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

Cariel Apodaca, Deputy Director Mesilla Valley Community of Hope continued the overhead presentation.

Michelle Adames, Jardin de Los Ninos continued the overhead presentation.

Ron Fitzherbert, Amador House Center continued the overhead presentation.

Steve Chavira, El Caldito continued the overhead presentation.

Lorenzo Alba, Casa de Peregrinos continued the overhead presentation.

Natalie Green continued the overhead presentation.

Councilor Graham said as we face these devastating federal cuts and as our community is going to find itself in more need than ever, obviously I am hoping that the state is going to step in but you know again that is just a hope, so we have had some illusions to upcoming needs or gap needs. I guess I just wanted to be sure that we are going to communicate consistently for how we best keep everyone afloat during a really unprecedentedly terrible time for federal funding. Natalie if you want to speak to that in general, that would be great?

Natalie Green said we will be working closely with our staff person, Christine, assigned to legislative priorities. We did see the announcement for the Special Session which will address some of those cuts. Of course, we will continue to be advocates at the state level for some of those fundings and meeting the need. So, we will just monitor and be as proactive as we can through our lobbying efforts in Santa Fe.

Mayor Pro Tem Bencomo said first of all I want to say that the entire campus, Community of Hope, is in the heart of District 4 but of course it is city wide. Right? You provide services not just city wide but county wide but I do have to say that anyone who is lucky enough to represent the area where you all are with this campus it should be a requirement that they be an advocate and an extension of your PR team and I tried to do that as much as possible and just talk you up wherever possible and frankly I think all of us should be doing that because you make magic happen every single day with the resources that you have. When I think about people truly doing salt of the earth work it is all of you on that campus. I know often the burden and criticisms are heavy and so I just want to take a brief moment to say that we see you and that we need you and thank you. There is often really big misconceptions about the organizations on the Community of Hope campus being sort of an extension of the city, that their budgets are all City of Las Cruces and that is not true, right? I know each of you have incredibly diverse budgets and I am wondering about what percentage of your budgets come from the City of Las Cruces? If you have that information, if you don’t that is okay. I think Lorenzo said 22%.

Natalie Green said generally less than 10% for each of them.

Mayor Pro Tem Bencomo said each of the four organizations their entire budget individually less than 10%, you rely on any city funding.

Natalie Green said the most consistent funding source we have for them is our health related public service program and that is about $30,000, sometimes less and sometimes more. One year it was 28, one year 27, this year it is 33. We do have another funding source that we do work with some of the agencies. It is our Community Development block grant program but it can’t be for any duplication of existing programing, so it has to fund a very separate project and so even adding that

in it is still below the 10%.

Lorenzo Alba said like this year we are slated to receive about $42,000/$43,000 maybe $45,000 from you and our budget is $1.9 million and so that should put some perspective on that and everyone's respective budgets on how we operate. We do a lot of grant writing. We have a grant team, and we write hundreds of grants every year to try and see how we can try to make ends meet. Individual donors for us are our biggest asset. There is families that have been donating to Casa de Peregrinos since its inception. We have some donors that have been generationally donating families. They just keep up, mom and dad started donating in the 1970's and all of a sudden they are still donating, and the grandkids are still donating to us so that is the majority of where the funding comes from and yeah, there is a big misconception about even the people we serve. Our campus serves everybody. It is in a very specific area of town, and I think everyone had that misconception but for Casa de Peregrinos most of the people that we serve are low income families. It is just not just the unhoused, the unhoused are part of the people we serve. We are here for everybody. As my colleague Steve Chavira we are here for everybody.

Mayor Pro Tem Bencomo said I just wanted to underscore that piece that I do think it is important for us to publicly talk about given sometimes the stories that get spun and so thank you all for being incredibly healthy organizations and non-profits. Natalie, on the lease I am curious if you are evaluating the rent value if the rent value increases will the services in lieu amount also increase?

Natalie Green said yes, if the rent value increases the agencies are responsible for ensuring their services in lieu are at least that dollar amount and that is to comply with the anti-donation clause of the Constitution.

Councilor Flores said I appreciate all the work that you do. I particularly have a soft heart for Jardin de Los Ninos. My question and I am almost afraid to ask. Should there be federal cuts which have been definitely, they are underway do you have any alternative funding or are you anticipating any cuts from the federal government?

Natalie Green said many of the agencies do receive federal funds and I am sure that they are monitoring those as closely as we are. We do have our federal impact committee here at the city and we are tracking those. This last session for FY26 we did think that much of that housing program which was going to get cut which would have immediately made well over 1,000 families homeless, so we are tracking that very closely. FY26 thankfully the Senate was able to fund most of the housing programs. There is still some back and forth on reconciliation. Amador Health does get Medicaid reimbursement. They do have some HRSA funding which is federally funded. Casa de Peregrinos is definitely impacted by some of the federal cuts as we see people in our community where their benefits gets cut they pursue other avenues to get food. We have seen a lot cuts to like Feeding America which trickles down to a lot of our lower pantries and then, El Caldito, no federal funds but what they rely a lot is through donations of food and gleaning from some of our grocery stores. So, when we see less food in our grocery stores then they have less to work with when we are trying to feed some of our community members.

Councilor Flores asked is there any funding from foundations such as Gates, the Gates Foundation because I think a lot of wonderful organizations that we have here, represented here today, are going to be impacted? You know just preparing for that final slap in the face to humanity. So, is there any funding from private organizations?

Natalie Green said I will defer to our non-profits. I do believe some of them do get foundation funding from different areas and it funds other pieces of their operations. I will give a shout out to the CDR funding, which is one of the most flexible funding and it covers some of the things that other grants typically wouldn't and that lets them to be able to broaden their service profile.

Michelle Adames said in fiscal year 25, Jardin had approximately 15% of our funding was federal funds and in this current fiscal year we are only relying on maybe 5% because we know we cannot rely on federal funds, but what I know is that about 100% of our families are going to be impacted by their SNAP benefits, Medicaid. As a behavioral health agency, the biggest perk to becoming a behavioral health agency is being able to bill Medicaid. As an organization we are still moving forward with our current model which is going after funding to support services through foundations and so that is one of the other things about the agencies on the campus is that we are very resourceful. We go after funding even just our roof project, going after the funding just to fund that project was important and we did have all the support from Natalie and her team and all of you supported us but writing those grants to be able to get some of that funding and that takes the time and effort from our organizations and the other challenges that we are all relying on foundations right now. So foundations are having to get really creative and trying to figure out how they can make the biggest impact and so something that they might have funded about a year ago that was like a start up project or some Seed money they may not be as interested in because right now in crisis just trying to fill the gaps where that federal funding is being cut but you know meeting with one of my leadership team members and seeing the numbers, 100% of our families will be impacted. We will see the SNAP and the Medicaid hit them so if that gives a good representation. It is hard to plan at this point because we don't know what we are able to plan for. I don't think any of us are planning further than a month out maybe three months at best.

Councilor Flores asked it is a case of hope for the best but expect the worse?

Michelle Adames said and then leveraging our funds trying to work in collaboration with other organizations and with all of our partners to see how we can access funding together because we are more likely to able to receive that funding if we go in as a collaborative.

Councilor Mattiace said I just want to ask if I could get type of report, I know we have two powerful Senators, and I know Martin Heinrich. What can we do as a collaborative effort as city council to have our Senators because I remember that you brought up about me being Mayor and I can remember asking Pete Dominici and Bingaman for quite a lot of money for Community of Hope in 2003/2004/2005/2006 and they came through with millions of dollars. It would be good to see some kind of report the

Senators have been earmarking for the Community of Hope in the last ten years because we have this new thing about the administration but both of them have been there very long and so maybe as a collaborative effort we could get together with both Senators and tell them the need that we have because it is quite obvious that you are all doing a great job and I support you all but the City of Las Cruces can come up with hundreds of thousands but only those Senators can come up with millions so maybe we can work together as a team and go after the millions.

Mayor Pro Tem Bencomo said I can answer a little bit of that as well. The City of Las Cruces has two federal lobbyist and they were here last month. Hopefully everyone got a chance to meet with them and express the needs that we have for our city. I think just to be honest and to have a real clear picture of the federal landscape. Our two Senators are two Democratic Senators which are in the minority of both the Senate and Congress and so I think they can do as much as they can and not always can go very far. I think our federal lobbyists will be here again if you want to meet with them.

Natalie Green said our federal lobbyists does have a standing meeting with alliance agencies together as a group, so they do share those priorities with those legislators. I am also happy to report that Senator Ben Ray Lujan was here three weeks ago and so he was able to tour Casa de Peregrinos, see the Construction of Amador Crossing and then have a round table with food providers. We have also had Senator Heinrich. He has done round tables at Mesilla Valley Community of Hope, so they are very active with the organizations, and they did fund quite a bit of congressional directed spending. The challenge is that the continuing resolution swiped almost all of those funding requests and so there is a couple that moved forward that we are watching in FY26 but the big ones did not pass senate appropriations so there is some additional advocacy and work that we could be doing collaboratively.

Lorenzo Alba said I just want to add also that especially Ben Ray Lujan, he has made a concerted effort to stay in touch with us about everything that is going on on the campus and with Casa de Peregrinos. Senator Heinrich’s office on a local level is always in communication with us about what is going on. We do make visits out there to Washington also and ask him and let him know what is going on. Not only within our organizations but also with the campus and in our community so that they know what the basic need is and what the needs of our community is whether it is operational dollars or infrastructure dollars, what we are working with the city and what we are working with the county on, we inform them very well that this is an annual trip for some of us and now this year we were very blessed that a couple of folks from Economic Development from the city go and it did pay dividends because we were able to get Ben Ray Lujan to commit to $8 million for the kitchens and as Mayor Pro Tem stated it didn’t make it across the finish line and as Natalie stated as well it didn’t make across the finish line but that is the second year that he has tried to do that. I also serve on the Farm Bill Committee for Senator Ben Ray Lujan and for Congressman Gabe Vasquez so just try to also keep them also from the grass roots level knowing what is going on here. We do make those efforts, and we are not going to give up asking them for money because you are right, the city can only do so much and as I told Ben Ray Lujan on his visit here the only way to get anything done is on a federal level. The city can help us as much as they can, the county can help us as

much as they can, the state might be able to help for a few years but for it to be an ongoing thing it has to be done on a federal level and I think both of our current Senators are willing to work across the aisle and that is something that they have been trying to and I have been trying to stay in touch with them about that and it has worked to do some points but not in all of them but I think the fact that they are making the effort is really important for us to all note so I am pretty happy about that.

Mayor Pro Tem Bencomo said the July report that our federal lobbyist provided has a great graph on the earmarks, the millions of dollars in earmark request that we have made for Fire Department, Police Department, Mesilla Valley Community of Hope, many things.

Cariel Apodaca said I just want to add that we do write our own grants to the Senators every year and both Senator Heinrich and Lujan have given us millions of dollars. They have committed those to our renovations. They helped us with the solar panels. We also got some battery banks for those solar panels from the senators. Additionally, they have given a substantial amount of money to Amador Crossing, which is obviously a partnership so I just wanted to add from our perspective that they have given pretty generously in the past and we do write to them.

Steve Chavira said Lorenzo talked about the advocacy trip that we went on to DC and yeah we got in front of some great people. We got some great conversations that happened and the key though as we talk about our supporters and we talk about the people who advocate for us at the grassroots level there is a lot of things that have to happen from the top on down, but the key also is that advocacy that you can do. You all speak glowingly about the Community of Hope and the things that go on and we love that but you all know people that we don't know. You all know people that have the influence through your efforts that you can help take that message out. Remember that hunger does not recognize a single holiday. Hunger does not recognize a political party, but hunger is prevalent everywhere you go. Not all of my clients have mental issues or drug issues but every single one of my clients is hungry. So, when we are talking about the issues that are at hand we need to be all advocates for this community and for our efforts that we are trying to put out there because I will use ourselves as an example and I praise the work that Lorenzo and Dr. Adames have done by extending their reach out there. I can only serve the people who come to my campus but if I get more money, if I get more advocacy, if I get more capacity to increase, I can take food to people. I can serve more people. There are many people in this community who don't come to the Community of Hope that are hungry, that need help. We have got to get to them. So, it is all about advocacy and all about you all using your influence with the people you know who will take your cell phone call but not answer the cell phone call when I call but we work together to meet the demand.

Mayor Pro Tem Benocmo said I think that Lorenzo said it best. This is a timely conversation to be having. The New Mexico State Legislature will be meeting for a Special Session on October 1st to discuss many of these things and we sort of keep skirting around it and I know our non-profits will not say anything political ever because they follow the law but me as an elected official can and so I will. I do want to

note that the big betrayal bill passed by republican held Congress and Trump will have a serious impact on New Mexicans. Medicaid currently provides health care coverage in New Mexico to 350,453 children, 70,790 older adults, and 11,346 disabled individuals. In New Mexico alone 88,530 residents are estimated to lose Medicaid coverage which will impact the rest of the choices that we have to make. The impossible choices they already make become even harder. SNAP cuts roughly 58,180 New Mexicans may lose or see reduced SNAP benefits. In Dona Ana county that is 15,708 households and so the urgency of moment could not be more serious and more than ever we have to work together with Community of Hope folks so thank you again for being here and for the work that you do and thank you Natalie for leading this conversation and for reminding us that we do have an internal federal impact team really taking stock of everything that is happening.

3.2 8TH SEMI-ANNUAL POLICE AUDIT REPORT PRESENTED BY THE OIR GROUP.

Viola Perea, City Auditor introduced the topic.

Stephen Connolly, OIR Group gave the overhead presentation.

Teresa Magula, OIR Group continued the overhead presentation.

Stephen Connolly continued the presentation.

Mayor Pro Tem Bencomo asked the use of AI and it is interesting because after I read your report on it a few weeks later there was a Time article about this very specific thing on police and courts, it's called Police and Courts are Turning to AI, is this System Ready for It? It specifically names the system that LCPD uses and it's a concerning thing and I sent it to both Chief and Ikani and I guess I am wondering though given that it is here, AI is here. People are using it. The article even talks about how it can be helpful in many instances. I am wondering if you all have any sort of standards or oversight mechanisms that we can begin considering that you can present and you don't have to present today but I guess I am wondering if that is something that you can get us or certainly City Manager as the use of AI grows?

Teresa Magula said the evolution of it is moving almost faster than we can keep up with it. There are absolutely groups that are taking a look at the types of controls and guard rails that should and can be put into place to ensure that the AI is being used in an effective manner and one that still aligns with the basics and the basic needs of the police documents that are being generated by AI and so we can certainly report on that in our next semi-annual. A lot of them are fluid, right? We are kind of building the plane, midflight and so we are really working for that. I think that with respect to draft one in specific some of the things that are coming out both the manufacturer Axon is looking to see how it can implement internal checks and balances more effectively for example one of the very basic functions is that it will through easter eggs into the report that it has generated and it is expecting an officer to capture those in his or her review of the report. So, it will put something that is completely nonsensical and that officer should find it and delete it and that indicates to some level that that officer is reviewing the line level of that report. Another place that the check and balances happen is at the supervisor level. Almost often supervisors are reviewing those police

reports. If that supervisor is seeing a little too much consistency across these reports, AI has a tendency to that. Keep in mind that it is transcribing off of body worn camera footage and so it is going to give you the same narrative if it sees the same thing because it is going to use the path of least resistance. So, if that supervisor is seeing that there is a little bit to much consistency, looking like a little bit to much cutting and pasting on AI's point of view, perhaps that supervisor can kick those back to give a little more authenticity of the individual officer's experience in that incident. But yes, absolutely we can report back on that. It is an issue that we are very mindful of and there is a lot of software coming out. Kind of overnight we are seeing new things coming out that law enforcement can use to its benefit I would say.

Stephen Connolly said the only thing I would add to that because I feel like I have to speak up as the old guy in the group. I have been doing this a long time. I started in this profession in 2001 and back then we absolutely were focused on report writing issues when we had the sense that officers were using a lot of boilerplate language in describing things in exactly the same way and talking about the subjects they were encountering, justifying force with particular phrases that didn't necessarily seem reflective of the their specific and individual experience of an event but really literally could have been cut and paste if cut and paste was even invented way back then. Report writing issues are not new. This is fancy new technology but the responsibility is always with the supervisors and the review process and to make sure that the objectives of the report are being satisfied whether it is through catching people who aren't reading the drafts carefully enough or looking for boilerplate language or cut and paste language or things they don't seem to be reflective of officers actual experience of a specific event.

4. ADJOURNMENT

4.1

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to adjourn at 3:03 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

MINUTES
City Council
Monday, September 15, 2025 @ 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 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR GRAHAM.

Mayor Enriquez recognized the Mayor's Top Teens.

Mayor Enriquez recognized El Perros Diablos and presented them with a Certificate of Excellence for their accomplishments.

Councilor Graham presented Ashleigh Curry and Booker T. Washington Students with a proclamation for International Walk to School Day.

Councilor Graham presented Deborra Hale with a proclamation for Constitution Week.

Councilor Graham presented Jasper McCormick with a proclamation for Civic Health Month.

Councilor Graham presented Denise Chavez with a proclamation for New Mexico Press Women's Day.

Councilor Graham presented Jana Renner and Sandra Day with a proclamation for the 30th Anniversary of the Paso del Norte Health Foundation.

Councilor Graham presented a proclamation to Community Engagement for National

Good Neighbor Day.

1.2 JOBS OF THE WEEK.

None.

1.3 PETS OF THE WEEK.

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

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Lynn Moorer, Member of the Public said how many of you noticed last meeting the Utilities Director clear falsehood regarding the notices required under the Lead and Copper Rule notifying new customers of their pipe material. I provided the relevant documents then they were provided again today. I will walk you through them. If you look at Handout 1 in the bolded material above the line, you can see the exact language of my IPRA request. I requested all notices notifying new customers of their pipe material. If you look at Handout 2 on page 2 in the middle the rule says for new customers water systems must also provide the notice that the time-of-service initiation. So, the language of my IPRA request tracks exactly what the rule requires. It did not ask for a list or require creation of a new document. It asks for the notices. At the last meeting the Utilities Director falsely claimed my IPRA request asked for a list and therefore no information need be provided. If the city has sent out notices to all the new customers, the city must in fact produce them. If they haven't it is a violation. It is confounding that the city fails to carry out relatively simple tasks related to compliance with the Lead and Copper Rule. More examples include entering current information into the inventory like accurately matching street address to the location on the map distinguishing whether installation year is before or after 1986, notifying owners of galvanized requiring replacement piping, if incorrect information is found correcting, not disappearing the whole category, reading EPA documents. If I can understand them someone on city staff should be able to. This water rule is not very complex. When a taxpayer looks at Las Cruces Utilities online inventory and wonders whether the information about piping on her property can be believed she is confronted with significant problems. She has only a 50% chance of finding her property on the map because half the city has been left out. If she finds her property there is a 33% chance it will declare piping non-lead without providing any basis. It can't be believed. If it says non-lead based on installation after lead ban it is unreliable. Las Cruces Utilities has difficulty distinguishing before and after 1986, worse the inventory shows that installation after the lead ban can also result in a classification of unknown or unknown unlikely lead. This renders the whole basis of installation after the lead ban a nullity. If it says the basis is water sampling only with no records or field inspection only with no records both basis are untrustworthy. Without records nothing can be proven as EPA requires. The only possibly reliable

basis the city uses might be installation record. EG Tap Card but many records say even after consultation of an installation record the materials are still unknown. It is amazing that when it was installed, they didn't know what the material was. An honest independent engineer needs to be brought in to evaluate the city's compliance.

Liz Rodriguez-Johnson, Member of the Public said showing a video at the last meeting that won an award for production qualities not substance I believe was so superficial it made a mockery of the Las Cruces employees who strive to do the right thing. I also believe that it made a mockery of people who depend on the City of Las Cruces to protect their health. Why don't you present well-grounded facts instead of trying to use PR to cover Las Cruces Utilities' numerous failures to comply with the Lead and Copper Rule. Even though the video about checking your meter box might make you feel good, the essence of what the video presents is completely inadequate. This is not a technique that is highly accurate in identifying the true nature of piping. The Utilities Director said at the last meeting that New Mexico Environment Department has approved the city's customer notice process so there are no worries. As explained in a previous meeting as to what the state says regarding the Lead and Copper Rule is completely irrelevant. EPA has primacy with respect to enforcement to the rule not the state. At the last meeting the Utilities Director also asserted that the real-time app that shows up to date information is not required and that the map has to be updated only annually. That statement reveals a shocking indifference about whether all Las Cruces taxpayers can access correct information about their property or any property they are considering buying. Regardless of when updating is done, EPA guidance does not allow false information to be included in the inventory at any time. Disturbingly Las Cruces Utilities' inventory is littered with false and misleading statements. We have encountered dozens of educated people whose first language is English, and we have said that they received a letter from Las Cruces Utilities regarding the rule, the problem is they don't understand what it means and what they are supposed to do about it. Almost a year after the city sent out some letters and put up its website the city hasn't put out accurate information understandable to English and Spanish speakers. It is pretty clear that Las Cruces Utilities does not want to deal with property owners. It doesn't really care whether the public or in particular Spanish only speakers understand all the facts about the rules. It can't be bothered to make sure all the links up to the information on the website are in Spanish as well as English. It is also clear that Las Cruces Utilities doesn't want to deal with folks who need financial assistance. I would like to receive specific and accurate answers to these questions. What has the city done to obtain funding for folks who don't have the funds to replace their lead or galvanized pipes? Where has the city applied for funding? When did the city apply and for how much? What is the largest progress regarding these funding requests? What has the city done to communicate this to the public?

Michael Clark, Member of the Public said I am with a non-profit organization, Cross Town Boxing. I just want to bring up to the committee is that the youth crime has grown in this city and we have simply ignored it. You might not think that you are ignoring it, but you are because there has been no community centers in this town for any of these kids. If any of your districts can show me where you have a brand new community center built for kids, not an outdoor park but a community center. Our crime is continuing to grow and every time our crime is growing it is because we keep

taking things away from our community programs. We have no more bantam weight football for these kids. First time Sierra Middle School doesn't have an 8th grade football team. We have allowed this city to keep continuing to take. I want to know what we are doing to stop it. It is getting ridiculous. I have already lost two young, a sixteen and a nineteen-year-old kids that are family members of mine to gun violence. What are we doing? We are losing our kids here and all I see is we are talking about homeless shelters and low-income housing. Well as long as you have low-income housing you have low-income families. You have low-income families you have low-income kids. That will become breeding grounds for gangs and violence unless we put something in those communities for those kids to do. We cannot just keep sitting there and putting money at things we don't need. Our kids have to be first. Our children have to be first. We have kids walking up and down Picacho through drug infested areas and we are worried about all the drug addicts. What about our kids? I had on Hadley when I had my team running there, I had another 14 year old kid pulled out a gun on my boxers and it is sad that being a coach that I have to carry a firearm to protect my kids and I might have to shoot a 14 year old to protect my kids who are doing something and when we do call for the officers sometimes it is a very poor response. Sometimes us calling we become the bad guy. They start treating us as the criminal. Like I am bothering them and then we have nowhere to go and file a complaint. We can't go down to the city right here and make a complaint because you just sit there for two hours because all day is a shift change. I just want to reach out to everybody. This coming Saturday we are putting a rally together at Branigan to stop the violence in Las Cruces and I hope some of you can attend. We are going to march on Amador to Branigan. I hope you on city council who are really concerned about this will show up and give support, stop the violence in Las Cruces and let's start taking care of our children in our community.

Lance Renfro, Member of the Public said I am the District Legislative aide for Representative Jennifer Jones. I am happy to get started in this position. I have been following your work with city council for a long time. I used to be a DoorDash driver, and I would listen to your meetings while I was driving. So, I am very happy to be here, very happy to help. She has an office in Deming if you need anything. This is our standard procedure, she wants me to come in and address you and address the public. So, if you guys have any questions or concerns feel free to reach out to our office.

Juan Garcia, Member of the Public said we support Project Jupiter's move to Santa Teresa. We have been working with Jim Hoerst and others on common ground to advocate for this new initiative. This community is struggling with poverty and depends heavily on taxpayer subsidies. Bringing in this new business could be a turning point, giving people a real shot at self-sufficiency and a chance to shape their own futures. Maybe you have read that information shared or attended one of the county public meetings. If not now is the time to get informed. No one is pretending Project Jupiter will fix every economic issue overnight, but it is a real concrete step towards progress. Are there challenges? Absolutely. That is why we expect our county leaders to keep a close watch and make sure risks are managed and mitigated responsibly. Is there risk in every new venture? Just like there is risk in anything worth doing. Of course, every day comes with a share of risks. Whether it is getting out of bed, taking your kids to one of the parks and not worrying about getting shot or driving

down Solano and hoping you are not a victim of road rage or maybe sending your kids to school and trusting they will come home safe. There is always something out there that could go wrong. All we can do is try to mitigate those risks and lower the chances that something bad will happen. Over the last few weeks, we have heard a shout for answers to legitimate questions by our population on Project Jupiter. That is the role of the citizenry. However, it is sad when people stir up drama to shut down to citizens who are trying to understand the issues. Using intimidation or aggressive tactics to block real conversations is wrong, period. This irresponsible behavior seen in some of the county's sponsored meetings is unfortunate because citizens who genuinely want to hear and learn are denied that opportunity by agitators. In closing, the latest wave in politically motivated assignations has left a real bad taste in everyone's mouth. Minnesota State Representative Melissa Hartman and her husband Mark, gunned down in their own home. Then came the assassination of Charlie Clark for promoting dialogue from both sides at college campuses. Each murder drags us closer to the edge. It is not a matter of whether things will spiral even more, it is about how far we will crash before we can fix it and here in Las Cruces how close are we to lighting the fuse ourselves. And another comment, I am glad Mike spoke a few minutes ago because we have been talking and talking to the council, the Mayor for years about the rising crime particularly with juveniles, and it is still rising.

Lonnie Montgomery, Member of the Public said I love you guys. I want to pray for you. Dear Lord, please send understanding and wisdom for these people that they may become the public servants that they were elected to be. And now for the riffraff report. Last time on the national we agreed that the people up there, not mentioning any names don't like women because they want transgender to play women's sports and they don't like our kids and grandkids because they are putting them into debt which they will never be able to pay. And as far as the state goes, I won't mention any names but I will call somebody little Ceasar up there during the Covid got rid of 20% of the small businesses in the state of New Mexico and she also did away with the three people that were in charge of the utilities in Northern New Mexico, turned it over to somebody in Maryland or Maine or some place up there and they in turn turned it over to somebody in Spain and as far as what we are doing in the schools. We are spending billions and billions of dollars with the teacher's unions, NEA and AFT and what do we get? We are still 51. Thank God for Mississippi. We need to have the kids learn how to read and write and reason and we teach the CRT. Martin Luther King Jr. said we couldn't judge people by the color of their skin. CRT says no, if your skin is this color, you are a slave and if not you are a slave driver or whatever. As far as reading in the schools here we allow kids to read books in Las Cruces that encourage teenage boys to use younger boys and girls as their sex objects and according to the New Mexico State Law they can encourage in the school's people to become what they are not according to God. They are encouraging them not to, and they are giving them the hormones to help them along the way and then they can take them out and get them cut off their genitals or breasts and have them become something that doesn't even exist. God bless America and God bless you guys.

Lucas Herndon, Member of the Public said I live in District 2. I am here just once again to in this sort of final hour ask for in whatever capacity you have, reach out with that influence to convince our county commission that this is a boondoggle of astronomical proportions, $165 billion IRB. I see on the agenda that the city is looking

at its own IRB today for a company to come here and reuse an existing unused site and that is something that I am in support of. That is a good use of us, the city, our collective resources encouraging a smart economic decision and I applaud the city council for taking that step. On the other side of that is this issue with a multi-billion hyper-scale data center being planned in our community in the desert that will utilize more water than our current industries do and more power to drive those industries than is currently available from our El Paso Electric energy provider. After the last time I spoke I have continued to do research on this and one of the things that I think is something that the city should be concerned about is that if Project Jupiter goes forward and they build likely a gas plant on their micro grid that then El Paso Electric connects to at some point in the next ten years that will become a stranded asset for El Paso Electric which will then drive up energy cost for all of us El Paso Electric users on their grid. Who is the largest user of El Paso Electric other than the Texas side? It is the city of Las Cruces. So, for our common interest I am pleading that you use whatever power you have in that official capacity to help us the community who has largely pushed back against this. Let alone the lack of transparency, what we have found out that county officials have signed non-disclosure agreements with some of these people, the interpersonal relationships between the executives and some of our elected officials. These are all reasons to not support this thing. But at the end of the day if all I can appeal to is the economics think about the rate payers of this city in ten years and where we will be with another stranded asset on our grid and what that means for our overall plans as we move forward with electrification and the overall quality of health of our community.

Frankie Lawrence, Member of the Public said I am here as a representative of the senior citizens who use the Aquatic Center. All afternoon we have talked about the health and wellness of everybody in our community and the pool that we have been using has been out of service now for four weeks. I got a phone call from Mr. Gutierrez on Tuesday which I was very glad to get and he gave me an abbreviated version of what happened but still the pool is not open, and we are just wanting it to be in service. We need something to do. We try to stay active, and we do and it is also community for us.

Pam Smith, Member of the Public said I have also been using the Aquatic Center for over 12 years. I had a mishap physically and I just used the pool to learn to walk again. I have been to rehab, but I just decided to use the pool walking to learn how to walk again without a limp and I did. So, I have watched the whole drill at the Aquatic Center for over 12 years, and we get numerous things go wrong during the year. Some are large, some are small, and it closes down for either one day or six months. Two years ago, we had a six-month shut down. There was a part, and I don’t know if it was the wrong part or but there was a lot of tentacles, and it delayed getting the parts. So, I guess my drill is what I see is a circle of chaos. It is a never-ending circle. They don’t seem to learn from what shuts down. I don’t know where the parts are ordered or any of that, but I would like to see some kind of planning ahead because we pay a high price when that pool shuts down. The senior community is large. It is getting larger. It helps physical rehab, mental rehab, and it is socialization and so this is a real disservice, but I would really like to see some kind of break with this cycle. Maybe they can plan ahead and get a spare part because it is over 12 years old. It is probably 15 years old. Everything is breaking down more rapidly, so we need some

kind of system to have the parts in stock. Maybe order a separate part waiting instead of addressing the crisis that day and then we pay for it with the amount of time that it is shut down. So that is just a suggestion of some kind of plan ahead to take care of this. Let's learn from our mistakes because there has been plenty of them in the last 12 years.

Jacob Heiner, Member of the Public said I am here today with a group of my community members from the University Mesa Neighborhood. We are deeply troubled by the increasing crime in our neighborhood park which is the Salopek/Stull Park. As you all know crime is increasing drastically in our city specifically in our city parks. On the evening of September 4th, I arrived home from work and immediately heard fifteen gunshots from the area of the park. My wife and I live directly behind the park and were the first two on seen. We immediately began rendering lifesaving aid to the two gunshot victims. This experience was deeply saddening for me and my wife. Sadly, a young woman lost her life over this senseless incident. That is just the first in a long string of recent crime seen in Las Cruces public parks. We have seen a troubling uptake of crime in Salopek Park because of the lower police presence in our area being a generally low crime neighborhood. We hear gunshots coming from the park and the connecting arroyo on at least a monthly basis and see drug deals and usage of drugs in our park on a nearly daily basis. As city council we feel the responsibility of every member sitting in front of us to ensure that our public parks stay safe. We fully understand that there is a shortage of staffing at the Las Cruces Police Department and thus think that it is important to write alternative crime deterrent options. We have high-tech camera systems in grocery stores to deter shoplifting. When do we as a city decide to focus our efforts on the deterrents of violent crime and install similar camera systems in all of our public parks to prevent this kind of crime. We as the citizens of the University Mesa Neighborhood call on you to do your elected duties and get the violent crime epidemic sweeping our public parks under control. What do you as city council members representatives of all Las Cruces citizens plan to do to fix this issue?

Tim Jenkins, Member of the Public said as I look back and reflect on the things that took place this last week it is still crystal clear in my mind the profound impact that 9/11 had on me. There were no Republicans, there were no Democrats, there were no progressives, there were no whites, there were no blacks, there were no Hispanics. We all came together as one nation and one family and one people to support and to comfort and to help and to heal. What happened to that America? What happened to those values? What happened to those beliefs? The division in this country is the worst I have ever seen it and it breaks my heart. Let's please all take a step back and remember that we are all humans and we all make mistakes and deserve forgiveness and compassion and that we all need each other and we need help and support and can do none of this alone. A house divided against itself cannot and will not ever stand. We need each other.

Jim Hoerst, Member of the Public said I want to talk about the Jupiter Project. Yes, Juan and I are working together on this. A lot of citizens are upset because the process in their mind doesn't allow enough time to learn all the facts and participate in the democratic process. What my fellow citizens do not seem to realize is that the process for economic development is designed to expedite economic development.

We are trying to attract investments. The process is designed to encourage businesses to invest here, build here, hire here, and stimulate commerce here. The timeline is set by the marketplace. Investors want fairly quick decisions on their proposals, not because they are trying to cheat us but because they have options and they want to evaluate them and act on them as quickly as they can. Do not reject the project because you don't like the process. They are two different things. The other concern I hear is over AI and its negative impact on privacy. I share your concerns, but I don't think posing the construction of AI facilities is a good way to protect privacy rights. AI have many applications that do not violate privacy. One day your kid won't need your help with math homework and in education alone the horizon is infinite. One day your kids may be using AI to write a symphony, argue with Aristotle or produce their very own feature length movie. Instead of imagining only what the computer can do to us, imagine what we can do with it. We have only begun to exploit the computer and what it can do for humanity. If you want to protect privacy then advocate for privacy rights, don't try to throttle technology. Most likely you will fail. Europe has laws to protect privacy rights we should too. As long as privacy is not protected by law people will devise technologies to violate it. The Jupiter Project is a marvelous opportunity for Las Cruces in this region. Please don't reject it because you don't like economic development process. Please focus your efforts on privacy protection rather than technology restrictions.

4. READ CLOSED MEETING STATEMENT

4.1 READ SEPTEMBER 15, 2025 CLOSED MEETING STATEMENT INTO THE RECORD.

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

1. To discuss pending litigation regarding Danny Marta v. City of Las Cruces, Officer Misael Ibarra, Cause No. D-307-cv-2023-153, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
2. To discuss pending litigation regarding Ruby Villa et al. v. City of Las Cruces et al., Cause No. D-307-cv-2025-270, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
3. To discuss pending litigation regarding Erick Lopez v. City of Las Cruces et al., Cause No. A-1-ca-42539, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
4. To discuss pending litigation regarding State of Texas v. State of New Mexico and State of Colorado, No. 141, original, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
5. To discuss the purchase of real property and/or water rights by the City of Las Cruces, which is closed pursuant to NMSA 1978, Section 10-15-1H(8).

5. ACCEPTANCE OF AGENDA

Councilor William Mattiace moved, seconded by Councilor Becki Graham, to accept the agenda as presented with the removal of item 7.4 for discussion.

RESULT:	**Carried**
MOVER:	Councilor William Mattiace
SECONDER:	Councilor Becki Graham

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

6. CITY COUNCIL MINUTES

6.1 REGULAR CITY COUNCIL MEETING OF AUGUST 18, 2025.

6.2 WORK SESSION OF AUGUST 25, 2025.

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

7.1 RESOLUTION NO. 26-035: A RESOLUTION AUTHORIZING THE DESTRUCTION OF RECORDS IN MUNIS THAT HAVE MET THEIR LEGAL RETENTION.

7.2 RESOLUTION NO. 26-036: 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 FY2026 BUDGET.

7.3 RESOLUTION NO. 26-037: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF $522,420.08 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

7.4 COUNCIL BILL NO. 26-004; ORDINANCE NO. 3096: AN ORDINANCE REPEALING ORDINANCE 2964, CLOSING THE LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) PROJECT BETWEEN THE CITY OF LAS CRUCES, SAPUTO CHEESE, INC., AND THE STATE OF NEW MEXICO, AND EFFECTIVELY TERMINATING THE GUARANTY REQUIRED BY THE LEDA STATUTE.

Elizabeth Teeters, Economic Development Director gave the overhead presentation.

Councilor Mattiace said this is the reason for discussion if you go to page 6. This is good news, and this is really a good solution to why IRB, they work. This company is releasing its debt even before it is time. We have increased jobs out there and so when there is companies coming whether it is Project Jupiter or others, I think we need to be real positive to create those jobs and get those companies here and thank you for the presentation.
Councilor Flores asked they did a great job you are saying but LEDA requires a close out on this to close it?

Elizabeth Teeters said so the way that the LEDA state statute is written that every LEDA has to be created via ordinance and so when everything is done, we have to close it out via ordinance as well to basically cancel it out.

Councilor Flores asked that doesn't mean the business will go away?

Elizabeth Teeters said no, they are still here. They are actually planning another

expansion right now.

Councilor Flores said they have been planning an expansion for several years now as I recall during Covid.

Elizabeth Teeters said the LEDA that we did was for a string cheese expansion and so that was in place and so right now they are expanding their lines for string cheese as well.

Hiran Roman, Member of the Public said I am the Human Resources Manager from Saputo Cheese and when I am seeing that information, yes. It was possible. It took a lot of effort for not only me but the whole company on getting those jobs during Covid years on the first expansion. And yes, you are correct there was a previous expansion of string cheese but now we are going to a second expansion in there so more jobs. As it is grateful to the community and also great benefits to work for this company. I am proud to work for this company and thank you for this support with this project from the State of New Mexico.

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3096.

RESULT:	**Carried**
MOVER:	Councilor Becki Graham
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. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

8.1 RESOLUTION NO. 26-038: A RESOLUTION IN SUPPORT OF PUBLIC LANDS.

Sergio Ruiz, Policy Analyst gave the overhead presentation.

Councilor Flores asked we say yes to this resolution, then what happens to it? Do we file it away or do we send it up to Santa Fe and hope that they read it?

Sergio Ruiz said yes was actually can. We have letters that we can put this resolution into, the information of this resolution into and we can send up to the federal government and state government as well.

Councilor Flores said hopefully they will listen.

Sergio Ruiz said that is the expectation that they will listen, and we would hear a response from them.

Councilor Bencomo said thank you for working with a couple of us and advocates that reached out for us to do something simple yet powerful to really say where we stand. There have been on resolutions like this across the state in Taos and other parts of the state that understand the importance of public lands for literally everything that

has to do with their community including tourism and outdoor recreation and the quality of health for their communities but just generally the right thing to do. I just wanted to say thank you and thank you to the advocates who do this work every single day in protecting our most precious resources.

Kyla Navarro, Member of the Public said I work with the Friends of the Organ Mountain Desert Peaks. So my organization was tasked with advocating for the establishment of the national monument and now we work really hard to make sure that everyone has access to these lands and I saw a few of the students that were here earlier in the afternoon some of the folks that we work with and engage with so it was really cool and rewarding but this resolution comes from I would say the beginning of this year that our public lands have been under threat whether that is through the cutting of very important staff from our national parks and national monuments to just budgets across the board so a resolution like this is incredible just that our city shows support of how important these landscapes are to every individual in Southern New Mexico and also I will highlight that we are throwing a community celebration of National Conservation Lands on September 26th which we are working with Visit Las Cruces so I hope you guys can attend and those in the audience as well.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-038.

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. 26-039: A RESOLUTION AMENDING THE FY2026-2031 CAPITAL IMPROVEMENTS PROGRAM.

Cynthia Alamillo, CIP Manager gave the overhead presentation.

Jenny Hernandez, Sustainability Officer continued the overhead presentation.

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to Approve Resolution No. 26-039.

RESULT:	**Carried**
MOVER:	Councilor Becky Corran
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

8.3 RESOLUTION NO. 26-040: A RESOLUTION APPROVING A HOME INVESTMENT PARTNERSHIP (HOME) AGREEMENT BETWEEN THE CITY AND MESILLA VALLEY HABITAT FOR HUMANITY FOR THE CONSTRUCTION OF TWO SINGLE FAMILY HOMES IN THE DOS SUENOS SUBDIVISION.

Jan Lauterbach, Housing and Neighborhood Manager gave the overhead presentation.

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 26-040.

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

8.4 RESOLUTION NO. 26-041: A RESOLUTION DECLARING THE INTENT OF THE CITY OF LAS CRUCES, NEW MEXICO TO ISSUE INDUSTRIAL REVENUE BONDS ENTITLED CITY OF LAS CRUCES, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (ENDURANCE TECHNOLOGIES USA INC. PROJECT), IN AN AGGREGATE PRINCIPAL AMOUNT UP TO $17,600,000 IN ONE OR MORE SERIES IN CONNECTION WITH A PROPOSED PROJECT TO BE LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LAS CRUCES, NEW MEXICO FOR THE PURPOSE OF INDUCING ENDURANCE TECHNOLOGIES USA INC. OR ITS SUBSIDIARIES, AFFILIATES, SUCCESSORS OR ASSIGNS, TO ACQUIRE, CONSTRUCT, RENOVATE AND EQUIP THE PROJECT AND TO REIMBURSE TEMPORARY ADVANCES MADE FOR CAPITAL EXPENDITURES FROM PROCEEDS OF THE BONDS AND RELATED MATTERS.

Elizabeth Teeters, Economic Development Director gave the overhead presentation.

Councilor Bencomo asked you said potentially looking for a location in the Industrial Park, can you just say a little bit more about that?

Elizabeth Teeters said since it has been a competitive process, so we are down to I believe two to four locations. They are looking at us primarily, but it isn't what you would say is a sealed deal yet. Doing this inducement resolution today is part of an incentive package that we have been working on that kind of puts us one step closer to the finish line.

Councilor Bencomo asked on the 41 jobs, what is the expectation on that being that they are from Las Cruces, that they are from the area, that they are not being brought in from wherever else they are from?

Jeff Batura, Member of the Public said I am President and CEO of Endurance Technologies. So, the property that we are looking at in the Industrial Park is vacant. It is about 45,000 square foot and it sits on 15 acres, 7 acres are developed, i.e. paved that have the building and 8 acres is still raw land, so it gives us expansion capabilities. The jobs we list are 41. We envision starting with 25 in the first year of operations. That will be part way in 2026. So, there is going to be a lot of investment in upgrading the property to allow us to do our process. So, the 41 staff we are looking local. There could be training in Canada. There could be Canadians coming here to train employees, but we feel we will start with 25 and build the 41 in a three-year period.

Councilor Corran said I want to thank you all for this process and I think weirdly we just coincidentally have been learning about industrial revenue bonds over the last month or so totally apart from this, so it is a very opportune moment for us to be having this conversation and considering it as a council and so thank you for considering Las Cruces. We appreciate your consideration, and I am sure you will love visiting and it will be an easy sell to get folks to come down and train folks especially during green chile roasting season.

Davin Lopez, Member of the Public said on behalf of the MVEDA Board we do support this project. We have been working with Jeff and his team since January of this year. We think that the investment that they are making and the job creation is not only great for the community but a stimulus to the Las Cruces Innovation and Industrial Park, something we have been trying and striving to grow for a while now and I will say you are all learning about the industrial bond revenue process through different means and right now but it has been a tried and true tax abatement mechanism that has been used around the county, around the state for maybe many years and it is a very responsible tool as well so I encourage you to learn more about it and I think it is a great opportunity that we are leveraging this tool to entice what would be this company's first investment in the United States and we would like to welcome them to Las Cruces.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-041.

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

9. BOARD APPOINTMENTS

9.1

Councilor Mattiace appointed Jason Ferguson to the Thomas Branigan Memorial Library Board.

9.2 MARTHA GUERRA

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to appoint Martha Guerra to the Senior Program Advisory Board.

RESULT:	**Carried**
MOVER:	Councilor Becky Corran
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

9.3 JOHN TRUJILLO

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to appoint John Trujillo to the Senior Programs Advisory Board.

RESULT:	**Carried**
MOVER:	Councilor Becky Corran
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

9.4 ADOLFO ZUBIA

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to reappoint Adolfo Zubia to the Oversight Committee.

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

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 <u>COUNCIL BILL NO. 26-005; ORDINANCE NO. 3097</u>: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("NMFA"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION DOLLARS ($15,000,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($3,750,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($11,250,000), FOR THE PURPOSE OF FINANCING THE COSTS OF CONDUCTING A LEAD SERVICE LINE REPLACEMENT PROJECT AND ASSOCIATED ACTIVITIES DIRECTLY CONNECTED TO PLANNING, DESIGNING AND REPLACING OF LEAD SERVICE LINES, INCLUDING AN INVENTORY/SURVEY TO DETERMINE IF LEAD EXISTS IN THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM LINES AND SHALL INCLUDE DRINKING WATER FACILITY CONSTRUCTION PROJECT WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT AND SUCH OTHER RELATED WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT ("PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH

THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; AND AMENDING MASTER ORDINANCE NO. 1593 AS AMENDED BY ORDINANCE NOS. 1250 AND 2837.

Council agreed to bring it forward.

10.2 <u>COUNCIL BILL NO. 26-006; ORDINANCE NO. 3098</u>: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND SUBORDINATE LIEN LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF LAS CRUCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $3,000,000, INCLUDING A LOAN IN THE AMOUNT OF $300,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REHABILITATION IMPROVEMENTS TO THE TWO MILLION GALLON TELSHOR TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE SUPER SUBORDINATE LIEN PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, WASTEWATER, AND GAS UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Council agreed to bring it forward.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

I just wanted to quickly say that at the MPO Board meeting we kind of discussed if the City of Las Cruces would sign on to Target Zero for pedestrian deaths and I think we are going to explore what those options are for the city. I think that we want to actually make sure much like the kiddos that walked here that that future remains for everybody here.

11.2 COUNCILOR MATTIACE

I just wanted to share with Chief Story. I know we have had conversations on Salopek Park and if you have any suggestions. I think they brought up maybe camera surveillance or more patrols, I would like to hear from you on Salopek Park comment.

Jeremy Story, Police Chief said I think that if we zoom out and look at the number of parks that we have to cover in the city that gives us some perspective and so of course we just had a tragedy occur at that particular park but the reality is that we

would like to do a better job of covering all the parks and so staffing is a matter of officers versus calls for service versus proactive time. So, it is a formula that we want to improve. We have 25 graduating from the academy this week which they will be in field training for a little bit but once they are out of field training that has a potential to change a lot for us right there, staffing on patrol. So, by January of next year that will give us a lot of options to deal with these things. I have been having discussions with City Manager and others on how do we expand the Real Time Crime Center so that we cover some of the gaps that we fill some of the gaps and that is one of them, trying to find places, especially our parks. Right now, we already have infrastructure at all of the major parks, Young Park, Apodaca, Lions, even Veterans Park but we have some of the smaller parks that don't have anything to expanding it out to the smaller parks.

11.3 COUNCILOR GRAHAM

I wanted to thank Chief Story for inviting us to a demo of the Real Time Crime Center. It was amazing to watch. Also kind of nerve racking to sit there and see things that are happening and you just sit there and watch but it is amazing to see real time how this will enable our officers to do better policing but also offer them protection that they need so desperately and it was also great I got to attend a session that also had some participants of regional law enforcement agencies and it made me proud that we had this because I saw the reaction from the officers from other agencies and realiining like I wasn't the only one who was like this is so cool. So, I really appreciated the opportunity to come and see that and actually it is a PD heavy comment session for me. I would like to thank Officer David Udero who had me as I learned his 10/12 for ride along. He had to report to dispatch, I have 10/12. I am like wait does that mean me? He is like ya, that just means I have a rider. So, I really appreciated his insight, his willingness to answer my questions and to let me get just a small glimpse of one of his days. So much appreciation for that.

11.4 COUNCILOR CORRAN

I also wanted to elevate what Councilor McClure said about the state program that is called Target Zero. It is kind of similar to Vision Zero but statewide NMDOT led project that provides technical assistance so I would also love for us to get engaged with that. I think it involves some cross cutting teams within the city, and it seems like a great opportunity to also represent for Southern New Mexico because it sounds like they have really been focused on Santa Fe and Albuquerque mostly in their work so far so I also want to say that I would love for us to get on board with that.

I want to highlight this Thursday from 10 to 1, I think it is the Griggs/Walnut annual open house. I have gone to this every year. I won't be able to go this year but it is one of the coolest things if you are interested in environmental health and environmental justice and also making our water drinkable and all of the work that goes into that and all of the diligence that Utilities has put into this project to make water that was contaminated with forever chemicals potable again. It is a really great opportunity to see what the city Utilities really do and how committed they are to thinking about our water. It is at the Griggs/Walnut super fund site which is at 153 North Cottonwood and I highly recommend if you haven't been able to go to check it out. It is very fun, very nerdy, and typically great swag as well, so I wanted to recommend that to folks.

I also wanted to thank Officer Udero who took me around and shared a lot about understanding how he is experiencing work and the things that he really appreciates about LCPD and the things that we should make sure that we putting in to make sure that LCPD remains the best in Las Cruces and also really thinking about what the daily life of an officer is. It was a great experience for me as well so thanks to Officer Udero for that invitation.

11.5 COUNCILOR FLORES

None.

11.6 COUNCILOR BENCOMO

Also, real quick, shoutout to the Real Time Crime Center and Chief for scheduling that demo. It definitely helps to see it in person just to reduce my paranoia around Big Brother. I am just going to say that I am very glad that we invested in that and I think it is going to help a lot, especially with things like these park situations. So, thank you for scheduling that and answering all of our questions.

I just have two things really. Councilor Corran and I have been working together to make improvements and update our welcoming city resolution. Just for some context that I don't think that I have to give but I want to. In the last few months several things have happened that have made me realize that our current welcoming city resolution is wholly inadequate to meet the moment that we are in. The big betrayal bill passed in Congress last month, I don't know at this point whenever that was set aside $170 billion for immigration enforcement and border security. This is new money. Of course, we know that Las Cruces is in a border community, and we know that whatever will happen across the country will happen twice as bad in our community and I am scared about that. I have talked to people who are scared about that, and I want to make sure that as a city we are standing strong by our community. Additionally, the Supreme Court of the United States recently really set forth the path to allow racial profiling by federal immigration enforcement and in the future really who knows and so really, I think the writing is in the wall about this administration's intent to target immigrant communities and really just many communities as a whole. As a naturalized citizen I can tell you that I have certainly been nervous about what the means for people like me as well. So, like I said I believe currently our welcoming city resolution is wholly inadequate to meet that moment and I want to ask for consensus from this board to bring it forth to for discussion on the October 6th agenda. I asked Christine and she said even a thumbs up will work. So, I am asking for a consensus from this board to bring that forth so that we can get it on the agenda?

Mayor Enriquez asked in order to bring this forward we need a consensus of 4 to 3? If we can show whoever is in favor? Okay.

Councilor Bencomo said thank you and I just have one last item. I happen to be watching the Emmy's last night and they had this really great sort of running joke to help the celebrities getting awards cut down on their speaking time and the host said that I am going to give $100,000 to the Boys and Girls Club and every time someone goes over the 45 seconds I am going to take $1,000 off for every second you go over. It was very funny and if you went under 45, they would add money to it. All to say is at the end it was at a -$27,000. At the end of course the host and other celebrities ended

up giving $300,000 to the Boys and Girls Club. All that to say is that I met with the Boys and Girls Club here locally not too long ago and so I officially want to make a pitch both honestly I also called my colleague at the county commission, Commissioner Sanchez for both the county and city to support Boys and Girls Club locally to help make their $7.1 million goal by the end of the year so that they can break ground. Right now, they have $6.1 million. Most of it from private donors, Nusenda was a really big recent donor. Of course, we know some of our ARPA dollars went to the Boys and Girls Club so that they could purchase the facility on El Paseo and honestly, I am really hoping that this is something we can do us and the county because I think one it is the right thing to do. We obviously heard passionate community members about things to do for our young people, and this is an investment we should be making. Number one, that is period. Number two, the Boys and Girls Club new facility is in the El Paseo MRA and I really think it could be a catalyst for what the rest of this MRA could look like and if we the city and the county can pitch in some funds to help to meet that $7.5 million goal I think that would be really important and powerful.

11.7 MAYOR ENRIQUEZ

I just want to echo about the Real Time Crime Center. That is a long time that we have been waiting for this. Thank you Chief Story and the Police Department. Thank our Legislators and even members of Congress that have supported this so that we can improve our public safety in our community with innovation and technology and so that is something that we are looking forward to.

Later this week, some of us, I know I will be attending the New Mexico Municipal League in Ruidoso to continue those talks on public safety, mental health and things that we need for our quality of life. Not only in our community but statewide.

Last week we did have a groundbreaking or ribbon cutting for the new Valley View Park and Councilor Graham, Councilor McClure, that is one of the parks that divides their district but it was great to be there and to see and I understand when people and community comes up and there is issues and concerns but we are working at it. We are doing as you can see the Mayor’s Top Teen here trying to get kids involved in academics and activities and also revitalizing our parks and looking what the new GRT at recreation centers that we can get in our community. It is not that anyone doesn’t care, it just takes time, and we are moving in that, and we want to continue.

The Mayor’s Top Teen I just want to let you know on Saturday at 8:30 a.m. at the Walmart off Walton we will be walking along Triviz doing a cleanup on that day. So, we will be doing that Saturday, anybody that wants to join us is welcome for that cleanup that morning and then on Sunday is the Mayor’s Bike Ride and we are going to start here at City Hall at 10 a.m., be here before that. So, we will start at 10 and we will ride to University and South Solano where the other event that is taking place there is Las Ruedas Unidas. That is going to be there on Sunday from 9 a.m. to 1 p.m., South Solano and Wofford to University. So, we have a few things planned this weekend if you can come out and join us and we will continue to work hard for this community, and we do care about the children and our youth and our seniors and everyone else in this community.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU

As some of the councilors and Mayor mentioned we have GRT public meetings coming up and they are going to happen in the next two and half, three weeks. The first one, District 1, September 30th, is going to be at the Branigan Library Roadrunner. On October 1st we are going to have it at Mesilla Park, District 2. On October 2nd, we are going to have it at District 3, Munson Senior Center. On October 7th we are going to have it at District 4, MacArthur Elementary School. On October 8th we are going to have it at District 5, Monte Vista Elementary School and on October 9th we are planning to have it at Dona Ana Community College, East Mesa, District 6. This is something that our Communications Department, we appreciate our Community Outreach, Catrina and Mandy working together with Sara Gonzales and Cynthia Alamillo to make these outreach things happen along with the councilors. We will put this on social media platforms so that all will be updated. Please come out as we mentioned. We have heard from public comments today about more community centers, more rec centers, more capital projects. Our elected officials support that. There is so many needs but come let your voice be heard with your families and friends.

Talking about another CIP project that is near and dear to our heart, but it hasn't quite came through fruition. There is a new skate park that we partnered with a contractor vendor at Hadley, it's our Hadley Skate Park that hasn't opened yet and so this is something that just hit social media right now. It is an update and I will share verbatim. The City of Las Cruces is aware of concerns regarding the delayed opening of the Walnut Skate Park on 165 North Walnut Street. However, we have encountered some unexpected issues with the construction of the project. While we appreciate the eagerness to make use of this exciting new facility the city is committed to delivering a final product to the community that it is nothing short of excellent. We have been in communication with the contractor responsible for construction and are committed to resolving these issues as soon as possible. We understand your concern and appreciate your patience, and we thank the community for waiting patiently alongside, I know it is tough, but we have capital projects. We have a new skate park in the East Mesa that we are hoping to open in the upcoming weeks with ribbon cutting. More to come on that but thanks to the team working to resolve the skate park on Walnut.

Economic Development, the 2025 New Mexico Economic Development Excellence Awards have just been announced and MVEDA and the city jointly won on the Blueprint for Growth Award. The award recognizes a community organization or agency that has demonstrated exceptional foresight in planning and advanced long-term economic goals. They have been working on pre-spec development as site readiness strategies then really being the front runners of innovation and creativity on that front in the state. So, thank you Davin and Elizabeth for working closely on that. The awards will be handed out at this year's Governor's Conference of Economic Development on September 24 and 25th.

Parks and Rec, get ready for Fall National Cleanup Day this Saturday, September 20th. Keep Las Cruces Beautiful is providing free roll-off dumpsters at several locations around town to help you get rid of bulky junk and clean up your space. The

dumpsters will be available from 8 a.m. to 12 noon or until they are full. Free dumpster locations at Henry Benavidez Community Center, Young Park, East Mesa Rec Center, Apodaca Park, and Frank O'Brien Papen Community Center. Also, if you want to do more you can volunteer for the Fall National Cleanup Day event, help make our community event and help make our community even cleaner. To sign up visit Keep Las Cruces Beautiful website page or call 575-528-4526.

Last but not least, you are invited to a free community movie night this Saturday, September 20th at the Amador Live space for a special screening of the brand new 2025 live action musical Snow White. Bring your family, friends, blankets and chairs for a magical night under the stars. The gates open at 7 p.m. and movies will begin at dusk.

Mayor Enriquez said there was one more thing I forgot to mention. The Rotary Club had a reception on Friday, and I was there to read the proclamation at their reception, but I just want to say kudos to them for their leadership, their inspiration, they were celebrating 50 years of existence here in Las Cruces. Thank you, Carol, for the invite and for all that you do but I think that is huge that when a club has been around for 50 years and continues to serve in dedication to the community is awesome, so I just wanted to give them a shoutout for 50 years of existence.

13. ADJOURNMENT

13.1

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, adjourn at 3:23 p.m.

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

Mayor

City Clerk

26-042

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:**	October 6, 2025
Drafter:	Christine Rivera	**Department:**	City Manager's Office

Title: **A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PROFESSIONAL FIREFIGHTERS ASSOCIATION.**

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

PURPOSE(S) OF ACTION:
Approve amendments to the collective bargaining agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City Council approved a three (3) year Collective Bargaining Agreement (CBA) between the City of Las Cruces (City) and the Las Cruces Professional Firefighters Association Local 2362 (Union) on June 17, 2024. The term of this CBA is through June 17, 2027. The City of Las Cruces and the Las Cruces Professional Firefighters Association Local 2362 (parties) agreed to reopen Sections 16 (Compensation), 54 (Recognition) and 67 (Union Business Leave) to account for the change in the ambulance contract status.

In accordance with the Las Cruces Municipal Code, Sec. 15-14, Scope of Bargaining, Section 3, Amendments to the Agreement and Section 25, Emergency Medical Services, the parties agreed to open the above sections on July 7, 2025. The parties reached mutual agreement on amending items on August 29th, 2025. The City was notified of Union ratification on September 3rd, 2025.

The new CBA presented has amendments to Section 16 (Compensation), Section 48 (PERA Retirement Program), Section 54 (Recognition) and Section 67 (Union Business Leave). These changes support positive labor relations and retention efforts through reasonable and equitable adjustments given the change in work conditions.

Beginning the first full pay period immediately upon ratification, represented employees will receive their longevity at the start of their service year as opposed to upon completion of their service year. This change reflects a consistent approach to how longevity increases are applied to Union members. Also, upon ratification, the single role Emergency Medical Technicians, Advanced Emergency Medical Technicians and Paramedic will be recognized by the Union as bargaining unit members upon completion of their probationary period. Lastly, the union will be able to utilize their union business leave hours for the executive board members to complete union business.

The general fund costs associated with the proposed changes for fiscal year twenty-six (26) is estimated at $13,737.63. Budget and the Fire Department will monitor funding. The final amendment agreement of the proposed CBA section changes is shown in Exhibit “A”. The current CBA without amendments is found in Attachment “A”.

SUPPORT INFORMATION:
Exhibit "A" - LCPFFA Agreement
Attachment "A"- Fire CBA

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

OPTIONS / ALTERNATIVES:
1. Vote "Yes", this will approve the amendments to the existing CBA between the City and the Las Cruces Professional Firefighters Association.
2. Vote "No", this will not approve the amendments to the existing CBA between the City and the Las Cruces Professional Firefighters Association. This action would require the negotiating teams to continue negotiations.
3. Vote to "Amend", this would require the negotiating teams to continue negotiations and ratification of the Union's members to approve any amendments.
4. Vote to "Table", this would delay the implementation of the CBA and any negotiated changes.

RESOLUTION 26-042

A RESOLUTION APPROVING AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PROFESSIONAL FIREFIGHTERS ASSOCIATION.

The City Council is informed that:

WHEREAS, the City Council approved a three (3) year CBA between the City and the Union on June 17, 2024; and

WHEREAS, in accordance with the Las Cruces Municipal Code, Sec. 15-14, Scope of Bargaining, Section 3, Amendments to the Agreement and Article 25, Emergency Medical Services, the parties agreed to open and amend the above sections on July 7, 2025; and

WHEREAS, the Parties reached mutual agreement on amendments of Sections 16 (Compensation), 48 (PERA Retirement Program), 54 (Recognition) and 67 (Union Business Leave) on August 29th, 2025 and the City was notified of Union ratification on September 3rd, 2025; and

WHEREAS, the new CBA presented has amendments to Articles 16 (Compensation), Section 48 (PERA Retirement Program), 54 (Recognition) and 67 (Union Business Leave). These changes support positive labor relations and retention efforts through reasonable and equitable adjustments given the change in work conditions; and

WHEREAS, beginning the first full pay period following ratification, single role Emergency Medical Technicians will be recognized as members of the International Association of Fire Fighters Local 2362 upon completion of their probationary year, members of the bargaining unit will receive their step increases at the beginning of their years of service and Union Business Leave will be allowed for executive board members to complete union business; and

WHEREAS, the general fund costs associated with the proposed changes for fiscal year twenty-six (26) is estimated at $13,767.63.

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

(I)

THAT in accordance with the Las Cruces Municipal Code, Sec. 15-14, Scope of Bargaining, Section 3, Amendments to the Agreement and Section 25, Emergency Medical Services, the new CBA has amendments to Articles 16 (Compensation), Section 48 (PERA Retirement Program), 54 (Recognition) and 67 (Union Business Leave). These changes support positive labor relations and retention efforts through reasonable and equitable adjustments given the change in work conditions as noted in Exhibit "A", attached hereto and made part of this resolution.

(II)

THAT beginning the first full pay period following ratification, single role Emergency Medical Technicians will be recognized as members of the International Association of Fire Fighters Local 2362 upon completion of their probationary year, members of the bargaining unit will receive their step increases at the beginning of their years of service and Union Business Leave will be allowed for executive board members to complete union business.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE LAS CRUCES PROFESSIONAL FIRE FIGHTERS ASSOCIATION INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2362

This Amendment is entered into by and between the City of Las Cruces (hereinafter the "CITY") and the International Association of Firefighters, Local 2362, AFL-CIO, the Las Cruces Professional Fire Fighters Association (hereinafter the "UNION"), each of which is a "Party" to this Amendment and together are the "Parties" to it.

Recitals

1. Effective June 17, 2024 through June 17, 2027, the Parties have entered into a certain collective bargaining agreement titled Agreement Between the City of Las Cruces and the Las Cruces Professional Fire Fighter's Association of Fire Fighters Local 2362 (the "Agreement"), which Agreement the Parties reaffirm in the course of their present dealings.

2. The Agreement, which is incorporated herein by reference, provides at its Section 3 that the Parties may agree to "reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof."

3. The Parties understand that they may so amend the Agreement without resort to negotiation procedures for a successor agreement identified in the Agreement at its Section 8.

4. The Parties now desire to make amendments to the Agreement to reflect anticipated changes in their relationship.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the Agreement is amended according to the following terms:

Terms

Section 1. Incorporation.

The preceding Recitals are material to these terms and incorporated herein.

Section 2. Deletion.

The Parties agree to delete in their entirety the language included within the following sections of the Agreement: Section 16, Section 48, Section 54, and Section 67.

Section 3. Replacement.

In place of the language deleted from each of the above-numbered sections, the Parties agree to the following language:

16. COMPENSATION

Compensation for bargaining unit members shall be in accordance with Exhibit "A" attached hereto and incorporated herein. Longevity shall be calculated at the beginning of the year of service.

The CITY recognizes that the Firefighter, Driver-Operator, and Lieutenant annual salary shall be computed on a fifty-six (56) hour work week. The CITY recognizes that single role Emergency Medical Services provider annual salary shall be calculated on a forty (40) hour work week. Both the CITY and UNION shall be bound by P.E.R.A. interpretations for the purpose of calculating retirement benefits.

For the purposes of this Agreement, Firefighters assigned to mobile integrated healthcare or mobile mental crisis response, the Fire Inspector, and Fire Inspector/Investigator positions are equivalent in rank to a Driver/Operator in suppression.

For the purposes of this Agreement, it is understood that forty (40) hour positions shall have an adjusted rate of pay such that these positions shall have an equivalent annual base salary reflective of that for corresponding fifty-six (56) hour positions. In addition to the established wage rates, the following forty (40) hour per week positions shall receive a five (5) percent pay differential added to their base rate of pay. These positions include the following: Fire Inspector; Fire Inspector/Investigator; Training Officer; Prevention Bureau Lieutenant; Academy Coordinator(s); Paramedic student; Intermediate student; Driver Operator Academy student and other forty (40) hour positions approved by Management.

The separation between the following ranks and grades shall not be less than ten (10) percent. The ranks and grades are Firefighter, F07; Driver/Operator, F09; and Lieutenant, F11.

All authorized qualified bargaining unit members shall receive an additional three thousand three hundred (3300) dollar increase to annual base pay for obtaining and maintaining Advanced EMT licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of an intermediate for the Las Cruces Fire Department. The following ranks and grades denote the EMT-A positions: Firefighter EMT-A, F07-A; Driver/Operator EMT-A, F09-A; and Lieutenant EMT-A, F11-A. To receive this pay members must act in the scope of an AEMT and as a field training officer as needed. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

All authorized qualified bargaining unit members shall receive an additional seven thousand five hundred (7500) dollar increase to annual base pay for obtaining and maintaining EMT Paramedic licensure through the State of New Mexico and being

approved by the department's Medical Director to perform in the capacity of a paramedic for the Las Cruces Fire Department. The following ranks and grades denote the EMT- P positions: Firefighter EMT-P, F07-B; Driver/Operator EMT-P, F09-B; and Lieutenant EMT-P, F11-B. This increase will be made effective the first full pay period after ratification by both parties and City Council approval The Chief, or designee, shall authorize the number of EMT-A and EMT- P positions. To receive this pay members must act in the scope of Paramedic and as a field training officer as needed.

Commissioned personnel with a current State of New Mexico Police Certification assigned to positions requiring the certification shall receive an additional seven thousand five hundred (7,500) dollar to base pay. The Chief may approve a temporary seven thousand five hundred (7,500) dollar increase to the base pay of other certified bargaining unit members at his/her discretion. Bargaining unit members may not grieve the removal of a temporary salary increase. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

For promotional purposes, a bargaining unit member being promoted shall advance to the appropriate grade and step denoting their rank, certification, licensure, classification, and years of service with the CITY.

Sworn personnel who demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department, and used to the benefit of the department shall receive twenty (20) dollars per week of bilingual pay.

* * * *

48. P.E.R.A. RETIREMENT PROGRAM

The City has adopted Municipal Fire Plan 5 (Dual Role) and Municipal Employees Plan 3 (Single Role EMT's) of the Public Employee Retirement Association (PERA). The CITY and Employees will continue to pay the current contribution rates during the term of this Agreement. Given that there is no historical PERA Replacement Plan (PRP) for Single role EMT's, they will have a PRP of 6% covered by the City.

Should PERA mandate an increase or change, the parties shall be responsible for their respective share of the increase or change.

* * * *

54. RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular non-probationary employees of the Las Cruces Fire Department as listed

below. The UNION shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the UNION.

A. Inclusions. This Agreement specifically includes: Firefighters, Driver/Operators, Lieutenants, Fire Inspectors, Fire Inspector/Investigators, Community Health EMT's, Single Role EMT's and MIH Coordinator.

B. Exclusions. This Agreement specifically excludes new hire probationary status, and Exempt employees as defined by CITY policy, seasonal employees, temporary employees, contract employees, part-time employees, and other such positions as the parties shall agree to be excluded under this Agreement.

C. Position changes. No new classifications or positions will be made within the bargaining unit without prior notification to the UNION and the UNION'S opportunity to meet with Management and Human Resources to discuss the new classifications at length.

* * * *

67. UNION BUSINESS LEAVE

The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.

A. Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining, it is recognized that it will be necessary for UNION activities to be carried out during working hours. The UNION shall be granted no more than two hundred eight (208) hours of paid leave per calendar year for Executive Board members. Union business leave is not subject to backfill unless the leave will take a unit out of service. A representative shall not be allowed time off with pay to investigate their own grievance.

B. All hours allotted for use under this Agreement shall only be for use within a calendar year and shall not accrue or be combined with other hours allowed during subsequent or previous periods.

Section 4. Remainder

All other terms of the Agreement not amended through this Amendment are retained in their entirety.

Section 5. Effective Date

This Amendment shall be effective the first full pay period following adoption by City Council.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties cause this Amendment to be signed in their respective names by their authorized representatives as follows:

CITY OF LAS CRUCES

By: David Scutellaro for T
City Manager
Ikani Taumoepeau

Date: 9/24/2025

By: José Vargas
Human Resources Director
for Jo M. Richards

Date: September 18, 2025

APPROVED AS TO FORM

By: for Brad Douglas
City Attorney
Brad Douglas

Date: 9/18/25

LAS CRUCES PROFESSIONAL FIREFIGHTERS ASSOCIATION (LCPFFA)

By:
LCPFFA President
Christopher Johnson

Date: 9/18/2025

By:
LCPFFA Treasurer
Joseph Lee

Date: 9-18-25

By:
LCPFFA Secretary
Christopher Torres

Date: 9-18-25

AGREEMENT BETWEEN

THE CITY OF LAS CRUCES AND

THE LAS CRUCES PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2362

EFFECTIVE June 17, 2024 THRU June 17, 2027

Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362

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1. PREAMBLE

This Agreement is hereby entered into by and between the City of Las Cruces (hereinafter referred to as the "CITY") and the International Association of Firefighters, Local 2362, AFL-CIO, the Las Cruces Professional Fire Fighters Association (hereinafter referred to as the "UNION").

The purpose of this Agreement is to achieve and maintain harmonious relations between the CITY and the UNION and to assure the safe and efficient delivery of quality services to the citizens of Las Cruces. To this end, it is recognized that there must be mutual understanding, harmony, and cooperation among employees, between the employees and the CITY, and between the CITY and the UNION. It is recognized by this agreement to be the duty of the CITY, the UNION, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions.

It is agreed that the parties desire to enter into this Agreement to establish wages, hours, and other terms and conditions of employment, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.

2. AGREEMENT CONTROL

If any CITY policy or procedure, or any Departmental rule, regulation, or directive is in specific conflict with any provision of this collective bargaining Agreement, the Agreement provision will control. By mutual written agreement, the parties may modify this Agreement.

The CITY will not implement any change that is in specific conflict with this collective bargaining Agreement. The CITY, the UNION, and the Employees will abide by the conditions of this Agreement and, unless specifically limited by any provision of this Agreement, applicable City policies and procedures and/or Departmental rules, regulations, directives.

The Labor/Management Committee may be convened by either party to discuss changes to policies or procedures which directly or indirectly affect the understanding or application of existing practices, work requirements, and/or methods not directly addressed by this Agreement. The parties will abide by the provisions of Articles three (3) and six (6) of this Agreement regarding such proposed changes.

3. AMENDMENTS TO THE AGREEMENT

During the term of this Agreement, the CITY and the UNION, upon mutual agreement, may reopen any provision of this Agreement for the purposes of clarifying, modifying, amending, adding to, or deleting portions thereof. Any changes shall be agreed to in writing.

Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
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4. COMPLETE AGREEMENT

The CITY and the UNION (the parties) agree that this is the complete and only agreement between the parties. Each party has negotiated on all issues identified for negotiations and such negotiations have led to this Agreement. This Agreement replaces any and all previous agreements, and past practices, between the parties.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. All such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities.

Nothing herein shall prohibit the parties from reopening negotiations on any issue by mutual agreement.

5. DURATION

This Agreement shall take effect the first full pay period following the approval, ratification, and signature of this agreement, or resolution of impasse, whichever is later, and shall remain in full force and effect and shall not expire until a successor Agreement is signed or unless amended by written mutual agreement by both parties. Should City Council choose to eliminate collective bargaining in conformance to state law, this Agreement will expire on the effective date established by Council.

6. LABOR / MANAGEMENT COOPERATION

The Las Cruces Fire Department and the UNION shall establish a Labor/Management Committee. The purpose of this Committee is to facilitate improved labor/management relations within the Department and to provide a forum for the communication, discussion, and resolution of issues of mutual concern.

Each party may appoint up to four representatives to this committee. By mutual agreement, other individuals may attend a committee meeting to address specific issues. The Union President and/or Vice-President shall be on this committee. Authorized representatives shall be certified in writing to each party annually or upon change of representatives.

Proposed agenda items for Committee consideration must be identified at least three (3) calendar days prior to a meeting.

This committee shall meet at places and times designated by mutual agreement.

All persons participating in this committee shall have an equal say and shall be free to make suggestions and voice concerns. There shall not be a supervisor/subordinate relationship during any committee meeting.

By mutual agreement, subcommittees may be established to address specific needs.

Agreement Between the CITY of Las Cruces and
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7. Management Rights

The employer (management) retains all rights not specifically limited by a collective bargaining agreement in accordance with the New Mexico Public Employee Bargaining Act. Unless limited by the provisions of this Agreement, Management's rights shall include the following:

A. To direct and supervise all operations, functions, and the work of the Employees;

B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;

C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re- assign, transfer, discipline, discharge or terminate employees;

D. To determine what, by whom, and when services will be provided to the citizens;

E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;

F. To establish and revise schedules of work;

G. To establish, revise, and implement standards for hiring and promoting employees;

H. To assign shifts, workdays, hours of work and work locations;

I. To designate, assign, and re-assign all work duties;

J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;

K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;

L. To take actions, as necessary, to carry out the mission of the employer in emergencies;

M. To retain all rights concerning management and operations of the activities of the City of Las Cruces not specifically prohibited by a collective bargaining agreement, "The CITY of Las Cruces Labor Management Relations Ordinance", or**.** the Public Employee Bargaining Act (PEBA). Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;

N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;

O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;

P. Determine qualifications for employment and the nature and content of personnel examinations;

Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement.

8. NEGOTIATING PROCEDURES

The following negotiating procedures shall be utilized for subsequent negotiations between the CITY and the UNION.

A. Negotiations for a successor Agreement may be initiated by either party by submitting a written notice to the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred and eighty (180) days, and no less than one hundred and fifty (150) days prior to the Agreement's expiration date. Within a reasonable time period after receiving notice, the party receiving the request for bargaining shall respond in writing and shall suggest a date at which time the parties shall meet and determine a mutually agreed upon time and place to begin negotiations.

B. Negotiations shall be conducted in closed sessions.

C. The parties shall negotiate ground rules.

D. During negotiations, the parties shall meet at mutually acceptable dates, times, and locations.

E. The party requesting negotiations shall provide a complete written proposal to the other party once ground rules have been negotiated. The other party shall provide a complete written proposal by the next scheduled negotiation session. All written proposals shall use strikethrough and underline format to track changes from the current bargaining agreement. All subsequent proposals will track changes using strikethrough and underline format.

F. All agreements reached by the parties shall be initialed as Tentative Agreements. Such Tentative Agreements are conditional and may be withdrawn should later discussions change either team's understanding of the language as it relates to another part of the agreement. Unless otherwise agreed to by the parties, Tentative Agreements shall not become effective until the parties ratify the entire negotiation package or resolution of impasse, whichever is later.

G. Employees participating on the UNION'S negotiating team will be granted administrative leave with pay in order to participate in the bargaining process if on a duty day. Administrative leave for this purpose shall be requested and entered no less than fifty (50) hours prior to the start of the employees scheduled shift and may impact other leaves granted.

H. Should the mediation step of the impasse procedure fail to yield an agreement, the Union may request to meet with the City Manager in a good faith effort to resolve differences. This request must be made within five (5) days of the end of mediation.

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9. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Within thirty (30) days of such legislative action, the CITY and the UNION shall meet to negotiate new contract language to replace the particular clause or clauses which were invalidated by federal or state legislation.

10. ANNUAL LEAVE

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• 2nd and 3rd Years	112 Hours
• 4th through 10th Years	168 Hours
• 11th through 17th Years	240 Hours
• 18 plus Years	264 Hours

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Annual Leave in the following manner:

Years in Service	Annual Leave per Year
• 2nd and 3rd Years	80 Hours
• 4th through 10th Years	120 Hours
• 11th through 17th Years	160 Hours
• 18 plus Years	200 Hours

When an employee's work schedule changes from fifty-six (56) hours per week to forty (40) hours per week schedule, or from forty (40) hours per week to fifty-six (56) hours per week, all leave accrual balances shall be converted based on the new hourly pay rate. Such conversion shall ensure the same monetary value associated with all accrued leave prior to the change in schedule. The increase or decrease of leave balances when multiplied by the new hourly pay rate shall be equal to the previous hourly pay rate multiplied by leave balances prior to the change in work schedule. In the case of promotion or demotion, the conversion shall be calculated prior to the change in base rate.

It is recommended that employees submit Annual Leave requests for the entire year in January. Every effort will be made to grant employee requests for annual leave.

The selection of Annual Leave from this submittal shall be based on a lottery system. Consideration will be given to allow full day requests over partial day requests, and block requests over single day requests. Additional leave requests made throughout the year shall be granted on a first come first serve basis. Management shall not mandate or assign employee annual leave.

Annual leave request shall be made for one (1) or more hours, based on available accruals.

A fifty-six (56) hour employee shall be permitted to carry over up to three hundred thirty-six (336) hours of annual leave each year. A forty (40) hour employee shall be permitted to carry over up to two hundred forty (240) hours of annual leave each year. All unused accrued Annual Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Written request for carry-over beyond the maximums stated above shall be submitted to the Fire Chief in December, who may recommend under extraordinary circumstances City Manager approval.

For pay purposes, all leave taken shall be counted as hours worked.

Upon retirement or termination of employment, any unused annual leave may be sold back at a rate of 1:1 at the employee's current rate of pay. For forty (40) hour employees, this amount shall not exceed four hundred (400) hours of annual leave. For fifty-six (56) hour employees, this amount shall not exceed five hundred sixty (560) hours of annual leave.

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused annual leave at a rate of 1:1.

11. SICK LEAVE

Sick Leave is an employee benefit provided by the CITY which provides time off from regular duty, with pay when an employee is unable to work due to illness, for an FMLA qualifying event, or for an illness in the immediate family. Immediate family shall be defined as spouse, minor child or stepchild (dependent), an individual for which the employee is a court appointed legal guardian, or domestic partner and their minor children, employee's mother, father, grandparent, and spouse/ domestic partner's mother or father. Employees using sick leave accruals shall submit a Leave Request prior to or immediately upon return to work. A supervisor may verify use of sick leave by requesting a physician's statement confirming the illness.

Sick Leave may be taken in increments of less than one full day. All absences from work to visit a medical facility will be charged to either sick leave or annual leave and are to receive prior approval by the supervisor unless all such leave has been exhausted in which case the employee will be on leave without pay status.

Las Cruces Fire Department Personnel working an average fifty-six (56) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling one hundred thirty-five (135) hours of Sick Leave annually.

Las Cruces Fire Department Personnel working a forty (40) hour per week schedule shall accrue Sick Leave per pay period for twenty-six (26) pay periods totaling ninety-six (96) hours of Sick Leave annually.

Sick leave requests shall be for one (1) or more hours, limited to available accruals.

For pay purposes, all leave taken shall be counted as hours worked.

Abuse of Sick Leave may result in disciplinary action up to and including termination. Sick Leave abuse is defined as charging Sick Leave for work absences when not sick, except for an FMLA qualifying event or use of Sick Leave for doctor appointments.

Employees who have accumulated sick leave in excess of four hundred twenty (420) hours for fifty-six (56)hour employees or three hundred (300) hours for forty (40) hour employees may, at their option, sell back sick leave and/or convert sick leave to annual leave for any hours in excess of four hundred twenty (420) hours for fifty-six (56) hour employees or three hundred (300) hours for forty (40) hour employees in accordance with the following provisions:

A. Notification of intent to sell back sick leave or convert sick leave to annual leave must be given to the employee's supervisor between November 1 thru November 15. The maximum amount of sick leave that may be sold back to the CITY in any given year will be three hundred thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees. The maximum amount of sick leave that may be converted to annual leave in any given year will be three hundred thirty-six (336) hours for fifty-six (56) hour employees, or two hundred forty (240) hours for forty (40) hour employees.

B. The rate of exchange for sick leave will be at a ratio of 3:1 and will be paid in accordance with the following schedule:

    1. Employees who elect to receive payment for sick leave: An extra payment will be made in the first fifteen (15) days in December of the same year.

    2. Employees who elect to convert sick leave to annual leave: Sick leave converted to annual leave will be posted to the employee's record January 1 of the following year.

A fifty-six (56) hour employee may accrue up to a total of two thousand, one hundred, eighty-four (2184) hours of sick leave. Leave in excess of these hours shall be forfeited at the beginning of the first full payroll of each calendar year. Upon retirement an employee may sell back a maximum of one thousand, one hundred, seventy (1170) hours of sick leave at a rate of 2:1 (for a maximum of five hundred eighty-five (585) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of one thousand, one hundred, seventy (1170) hours at a rate of 3:1 (for a maximum of three hundred ninety (390) paid hours).

A forty (40) hour Employee may accrue up to a total of one thousand, five hundred, sixty (1560) hours of sick leave. Upon retirement an Employee may sell back a maximum of eight hundred thirty-six (836) hours of sick leave at a rate of 2:1 (for a maximum of four hundred eighteen (418) paid hours). Sell back of sick leave after voluntary termination without prejudice will be a maximum of eight hundred thirty-six (836) hours at a rate of 3:1 (for a maximum of 278.7 paid hours).

Beneficiaries of employees who die while employed with the CITY shall be paid for the deceased employee's unused sick leave at a rate of 1:1.

12. APPARATUS SPECIFICATION ADVISORY COMMITTEE

The members of the Las Cruces Fire Department use and rely on Fire Apparatus, Vehicles, Special Equipment and Appliances in their day-to-day activities, incidents, stand-by, and special events

(excluding staff and command vehicles).

In the event new or additional apparatus are to be purchased and/or placed into service in the Las Cruces Fire Department, an Apparatus Specification Advisory Committee shall be formed to develop specifications and recommendations for such apparatus. The Apparatus Specification Advisory Committee should consist of at least one person of each rank including Lieutenant, Driver/Operator, and Firefighter, as well as a member or members deemed appropriate by Management. Union and Management will have equal representation on the committee. Each member of this committee shall have equal input as to any specifications and recommendations for such apparatus. All Apparatus Specification Advisory Committee members may receive compensation for off-duty participation.

The formation and/or function of this committee shall not interfere with the timely specification and acquisition of the above-mentioned equipment. The CITY shall be responsible for determining the meeting schedule for this committee.

13. BEREAVEMENT LEAVE

Las Cruces Fire Department fifty-six (56) hour personnel may take up to ninety-six (96) hours of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in- law, father- in- law, and eligible dependents of domestic partner. Las Cruces Fire Department fifty-six (56) hour personnel may take up to forty-eight (48) hours of paid Bereavement Leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

Las Cruces Fire Department forty-hour (40) personnel may take up to forty-eight (48) hours (6 days) of paid bereavement leave for a death in the immediate family. Immediate family shall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, legal guardian, grandchildren, domestic partner, mother-in- law, father- in- law, and eligible dependents of domestic partner. Las Cruces Fire Department forty (40) hour personnel may take up to twenty-four (24) hours (3 days) of paid bereavement leave for a death in the extended family. The extended family includes aunt, uncle, grandparents-in-law, and grandchildren-in-law.

- Payment for bereavement leave shall be paid at the bereaved employee's regular base rate.

14. BULLETIN BOARD

The UNION shall be permitted to maintain at each fire station, one bulletin board to be used exclusively for UNION business. The CITY shall provide the available space for these bulletin boards, where the posting of official UNION material can be accessible to all Fire Department personnel.

All postings and distribution of UNION material shall be done by one of the Officers or Station Stewards of the UNION. The bulletin board shall remain the property of the UNION at all times. All material posted will be approved through one of the UNION Officers or Station Stewards. The UNION will be allowed to post the minutes of their meetings on 8 ½" x 11" paper, with a cover sheet. No information shall be posted on the UNION bulletin board that violates state or federal law, or is inflammatory, derogatory, or disparaging of any CITY employee or elected official, nor shall it contain political material. Violation of this provision may result in the material being immediately removed and may result in the loss of the privilege to use bulletin boards. If management removes a document of this nature, the UNION President, or designee, will be contacted. This shall be the only location for the posting of UNION notices on CITY property. Said board will be professionally maintained at all times.

15. CALLBACK/ON CALL PAY

An employee who is called back to work during scheduled off-duty time will be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. Computation of time shall begin when the employee accepts the call back assignment and shall continue until the time the work is completed. Employees accepting call back assignments shall respond to the designated location in a timely manner. If the response is anticipated to be greater than thirty (30) minutes, the employee shall immediately notify the appropriate member of management. Management may deny the call back opportunity due to the extended response.

If the employee is called back, released from work, and is again called back prior to the expiration of the two (2) hour time period, the employee shall be considered to still be "on the clock" and shall only be compensated at one and one-half (1-1/2) times their regular rate of pay for the additional time worked beyond the initial two (2) hour time period, and shall not be entitled to an additional two (2) hour minimum at one and one-half (1-1/2) times their regular rate of pay. Additionally, subsequent callbacks within the same twenty-four (24) hour time period shall not entitle the employee to the two (2) hour minimum, but rather actual time worked from the time of the callback to the time released.

For the purpose of this Article, the twenty-four (24) hour time period shall be from 08:00 hours to 08:00 hours the following day excluding hours worked on regular duty.

Bargaining unit employees who are required to be on "On-Call" status shall be compensated at rate of two hundred ten dollars ($210.00) per week or thirty dollars ($30.00) per day. On-call status shall not be considered as time worked for overtime purposes.

On-Call employees shall be expected to respond to phone calls as part of their On-Call duties without additional compensation.

Agreement Between the CITY of Las Cruces and
The Las Cruces Professional Fire Fighters Association
International Association of Fire Fighters Local 2362

16. COMPENSATION

Compensation for bargaining unit members shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

The CITY recognizes that the Firefighter, Driver-Operator, and Lieutenant annual salary shall be computed on a fifty-six (56) hour work week. Both the CITY and UNION shall be bound by P.E.R.A. interpretations for the purpose of calculating retirement benefits.

For the purposes of this Agreement, Firefighters assigned to mobile integrated healthcare or mobile mental crisis response, the Fire Inspector, and Fire Inspector/Investigator positions are equivalent in rank to a Driver/Operator in suppression.

For the purposes of this Agreement, it is understood that forty (40) hour positions shall have an adjusted rate of pay such that these positions shall have an equivalent annual base salary reflective of that for corresponding fifty-six (56) hour positions.

In addition to the established wage rates, the following forty (40) hour per week positions shall receive a five (5) percent pay differential added to their base rate of pay. These positions include the following: Fire Inspector; Fire Inspector/Investigator; Training Officer; Prevention Bureau Lieutenant; Academy Coordinator(s); Paramedic student; Intermediate student; Driver Operator Academy student and other forty (40) hour positions approved by Management.

The separation between the following ranks and grades shall not be less than ten (10) percent. The ranks and grades are Firefighter, F07; Driver/Operator, F09; and Lieutenant, F11.

All authorized qualified bargaining unit members shall receive an additional three thousand three hundred (3300) dollar increase ~~to~~ annual base pay for obtaining and maintaining Advanced EMT licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of an intermediate for the Las Cruces Fire Department. The following ranks and grades denote the EMT-A positions: Firefighter EMT-A, F07-A; Driver/Operator EMT-A, F09-A; and Lieutenant EMT-A, F11-A. To receive this pay members must act in the scope of an AEMT and as a field training officer as needed. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

All authorized qualified bargaining unit members shall receive an additional seven thousand five hundred (7500) dollar increase to annual base pay for obtaining and maintaining EMT Paramedic licensure through the State of New Mexico and being approved by the department's Medical Director to perform in the capacity of a paramedic for the Las Cruces Fire Department. The following ranks and grades denote the EMT- P positions: Firefighter EMT-P, F07-B; Driver/Operator EMT-P, F09-B; and Lieutenant EMT-P, F11-B. This increase will be made effective the first full pay period after ratification by both parties and City Council approval The Chief, or designee, shall authorize the number of EMT-A and EMT- P positions. To receive this pay members must act in the scope of Paramedic and as a field training officer as needed.

Commissioned personnel with a current State of New Mexico Police Certification assigned to positions requiring the certification shall receive an additional seven thousand five hundred (7,500) dollar to base pay. The Chief may approve a temporary seven thousand five hundred (7,500) dollar increase to the base pay of other certified bargaining unit members at his/her discretion. Bargaining unit members may not grieve the removal of a temporary salary increase. This increase will be made effective the first full pay period after ratification by both parties and City Council approval.

For promotional purposes, a bargaining unit member being promoted shall advance to the appropriate grade and step denoting their rank, certification, licensure, classification, and years of service with the CITY.

Sworn personnel who demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department, and used to the benefit of the department shall receive twenty (20) dollars per week of bilingual pay.

17. COMPENSATION FOR ACTING POSITION (CAP TIME)

The CITY shall provide additional compensation to an employee when that employee is working in a temporary capacity exceeding their normal rank in accordance with policy delineated below:

POLICY

This policy applies to all LCFD bargaining unit employees who are eligible to temporarily act in a position above their normal rank classification. These assignments are temporary and may be discontinued at any time. Bargaining unit members may request to management to be relieved or excused of acting assignments, which will be considered on a case-by-case basis.

Only monetary compensation will be allowed when personnel fill acting positions above their normal rank classification. No leave time compensation will be allowed. This method of monetary compensation shall from here forward be known as “Compensation for Acting Position” (CAP).

PROCEDURE

Eligibility to earn CAP

LCFD personnel shall be eligible to work in acting positions above their normal rank classifications as follows:

Firefighters:

- Acting Driver/Operators with Driver/Operator certification
- Acting Lieutenant with Lieutenant certification

Driver/Operators:

- Acting Lieutenant with Lieutenant certification

Fire Inspectors/Investigators:

- Acting Fire Marshal at the discretion of the Fire Marshal, Deputy Chief and/or Fire Chief

Lieutenants:

- Acting Battalion Chief or Acting Fire Marshal at the discretion of the Battalion Chief, Deputy Chief and/or Fire Chief

Rescue (Ambulance) Position Pay

When Union members that are firefighter and EMT (all levels) certified are assigned to work on a

Rescue (Ambulance), whether as a regular daily duty assignment or as overtime, they shall receive CAP time compensation at the ten (10) percent level. This compensation shall be applied to all members assigned to the Squad, regardless of their assignment on the Squad. The amount of time worked shall accrue in fifteen (15) minute increments.

Placement of Personnel in Acting Positions

When acting positions are filled on a daily basis with no expectation that the acting position will last more than twenty-eight (28) consecutive days, no notification to the Human Resources Department or City Manager is necessary.

When personnel are expected to be in an acting position for more than twenty-eight (28) consecutive days, notification to the Human Resources Department and the City Manager is to be made via a Personnel Action Notice. The Personnel Action Notice will be completed changing the employee's classification to that of the position they will be filling. Acting appointments shall not be continued for more than six (6) months, except, when due to extraordinary circumstances, the City Manager extends the acting appointment.

CAP Time Compensation

When personnel work in an acting position for less than twenty-eight (28) days, compensation for such shall be made by multiplying the number of hours worked times ten (10) percent. In the event a person is acting two (2) positions higher than their current position, compensation for such shall be made by multiplying the number of hours worked times twenty (20) percent.

When personnel are to be in an acting position for more than twenty-eight (28) consecutive days, the employee shall be compensated at no less than entry level, a one-step increase, or ten (10) percent, whichever is greater.

The amount of time worked shall accrue in fifteen (15) minute increments.

CAP Documentation

CAP shall not be allowed to accrue for more than one (1) pay period. CAP shall be paid as part of the pay period for which it is earned.

It will be the responsibility of each individual working in an acting capacity to verify that all CAP time has been accurately entered into the payroll system. An employee may collect CAP only when officially assigned to an acting position by the Fire Chief or designee.

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18. PAY INCREASE

A. Effective on the first (1st) full pay period after adoption of this contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a thirteen (13) percent increase to base wages.

B. Effective on the first (1st) full pay period after the first (1st) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a five (5) percent increase to base wages.

C. Effective on the first (1st) full pay period after the second (2nd) anniversary date of the adoption of the contract by the City Council and ratification by Union membership, or resolution of impasse, whichever is later, subject to sufficient and specific appropriations by City Council, all bargaining unit employees shall receive a four (4) percent increase to base wages.

D. There shall be no other increase during the term of this agreement.

19. COMPENSATORY TIME

Compensatory time is optional instead of overtime pay for Las Cruces Fire Department employees. The accrual of compensatory time in lieu of cash overtime compensation must be by agreement or understanding between the employer and employee. This agreement must be reached before the work in question is performed. All compensatory time is subject to FLSA requirements and is earned at the same rate as overtime.

The maximum number of hours an employee can accrue of compensatory time is Four hundred, eighty (480) hours of unused compensatory time (320 hours of overtime worked). If an employee is promoted or demoted all comp time accrual balances will be paid off with the provisions and salary of the class from which the employee promoted or demoted from.

Unused compensatory time earned during the twelve (12) months of the fiscal year must be paid out at the end of the fiscal year. Written request for carry-over beyond the end of the fiscal year shall be submitted to the Fire Chief in the first week of June, who may recommend, under extraordinary circumstances, City Manager approval.

An employee shall be permitted to sell back compensatory time at a rate of one to one (1:1) once each year. Each calendar year up to one hundred (100) hours of accrued compensatory time may be “cashed in” to be payable with and/or as part of the first paycheck in December. Employees exercising this option shall complete the appropriate form to be provided by the CITY.

Bargaining unit members may elect to have this compensatory time paid to their deferred compensation plan in accordance with applicable City, State and Federal regulations

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20. COMPUTER USAGE

Internet and e-mail usage shall comply with City policy. Based on the work hours of bargaining unit members, they may use the City of Las Cruces Internet services for personal improvement provided that use is consistent with professional conduct and is not used for personal financial gain. Internet relay chat channels or other Internet forums such as newsgroups or net-servers may be used only to conduct work related to business or to exchange technical or analytical information. Internet use must be able to survive public scrutiny and/or disclosure.

Users must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data.

Individual users responsible for misuse of the Internet shall be subject to disciplinary action.

Fire Department personnel shall be permitted to use the City's computers during residential hours for personal use, provided that use does not interfere with Departmental business, or violate City policy.

21. CRITICAL INCIDENT STRESS DEBRIEFING

Incidents and events that occur in the Emergency Responder's job or work environment can have a profound effect on their daily lives and ability to function at work. The Las Cruces Fire Department shall implement a Critical Incident Stress Debriefing program. If a Critical Incident Stress Debriefing team is requested by an outside agency, Management will support Las Cruces Fire Department personnel participating in the program.

The Critical Incident Stress Debriefing team shall consist of a professional, or group of professionals, experienced in Fire Department events or incidents, from outside the Las Cruces Fire Department at the discretion of the Fire Chief. The Critical Incident Stress Debriefing team shall be available at the request of the employee at any rank, Prevention Bureau member or the Battalion Chief.

The Critical Incident Stress Debriefing team shall also be available to the employee's family at no cost to the employee or his/her family.

22. DAYLIGHT SAVINGS TIME

Bargaining unit employees scheduled to work a twenty-four (24) hour shift during which a change from Mountain Standard time to Mountain Daylight Savings time, or vice-versa occurs, will be paid as follows:

a. When such a shift occurs in the Spring, the employee shall receive his/her full twenty-four (24) hours' pay. Any time worked in excess of the regular shift as scheduled shall be at the applicable overtime rate.

b. When such a shift occurs in the Fall, the employee shall receive his/her regular twenty-four (24) hours' pay. Overtime at the applicable rate shall only be paid for work which is performed before the scheduled starting time and for work performed after the scheduled end of the shift.

No additional compensation, at any rate, shall be made for the actual number of hours worked during the scheduled shift.

c. The former rules shall also apply to leave taken by employees during these occurrences.

23. DISCIPLINE AND DISCHARGE

A disciplinary measure may be imposed upon an employee for misconduct, incompetence, or other valid reasons. Off-duty conduct may result in disciplinary action if it affects the employee's responsibilities and/or role as a public servant or brings discredit upon the CITY.

Progressive discipline will be utilized unless the facts of the situation warrant a more severe disciplinary action. The severity of the infraction committed by the employee and the employee's previous work history shall be taken into consideration. Previous disciplinary actions will be considered in the determination of discipline for current infractions using the following criteria:

- Relevance and/or severity of prior disciplinary actions.
- Frequency and/or timeliness of prior disciplinary actions.

An employee may request two (2) UNION representatives to be present during a meeting with management in which the employee reasonably believes will result in disciplinary action against him or her. The request for a Union representative shall not unreasonably delay the meeting.

In conducting investigations which may include possible criminal violations by an employee, the CITY shall comply with applicable Federal and State statutes and regulations.

A. Disciplinary actions shall include the following:

1. Counseling*
2. Verbal reprimand*
3. Written reprimand*
4. Suspension without pay
5. Involuntary demotion
6. Termination

*Not considered administrative sanctions.

B. Disciplinary actions with the exception of counseling's and verbal reprimands, shall be given to the employee in writing and shall state the reasons for the action. A copy of the disciplinary action shall be placed in the employee's personnel file with the exception of verbal warnings, counseling sessions, or verbal reprimands which will be documented in a separate file.

C. Employees will normally be disciplined in private.

D. Counseling sessions or verbal reprimands may be administered by the employee's immediate supervisor (Lieutenant), with specific authorization from the Battalion or Deputy Chief.

E. The CITY shall not suspend without pay, involuntarily demote, or terminate any employee without just cause. During the investigation phase, an employee may be placed on paid administrative leave pending the outcome of the investigation.

F. Prior to suspension without pay, involuntary demotion, or termination being taken by management, the employee involved shall be afforded the opportunity of a pre-disciplinary hearing.

G. At the discretion of the Chief, employees may be allowed the forfeiture of accrued annual leave or unused comp time in lieu of leave without pay.

DISCIPLINARY PROCEDURES

A. A due process hearing shall be afforded to bargaining unit employees prior to termination, demotion, or suspension.

B. The supervisor shall notify the affected employee, both orally and in writing, of his/her recommendation to terminate, demote, or suspend the employee from CITY service, and his/her reason(s) for doing so. This shall be accomplished in the following manner:

1. The supervisor who initiates such action shall complete a Notice of Intent to Terminate, Demote or Suspend form.

2. The completed form shall include:

   a. The recommended effective date of termination, demotion, or suspension.

   b. Reason(s) for terminating, demoting, or suspending the employee.

   c. Relevant documentation to support the termination, demotion, or suspension. Such documentation shall be attached to the “Notice of Intent to Terminate, Demote or Suspend” form.

      EEO investigative reports are deemed confidential unless otherwise directed by a competent court of jurisdiction or by order of the City Manager. Therefore, if an EEO investigation is the basis of disciplinary action, the affected employee will be provided a summary of the investigation. The investigation documentation shall not be photocopied or disseminated beyond the EEO office, City Attorney’s Office, City Manager’s Office, or Human Resources Department.

   d. Date, time, and location of the employee’s pre-disciplinary hearing. The hearing must be conducted within five (5) business days from the date of the notice and may be modified by mutual written agreement.

C. Following notification of intent to terminate, or suspend, the employee may be placed on administrative leave with pay pending the pre-disciplinary hearing outcome. In the case of demotion, the employee shall maintain his/her position pending the outcome of the hearing.

D. The pre-disciplinary hearing shall be conducted by the Fire Chief, or designee.

1. The hearing shall be recorded. The original recording shall be transcribed, attached with any resulting disciplinary action~~,~~ and submitted to the Human Resources Department.

2. Participants in the hearing shall be limited to the Fire Chief, or designee, Recording Secretary, Employee and a Union representative, if requested by the employee. Witnesses may be allowed where applicable.

E. The Hearing Officer (the Fire Chief, or designee) shall state the reason(s) for the disciplinary action and review relevant supporting documentation. The employee and/or their Union representative shall be afforded an opportunity to refute the reason(s) for disciplinary action and enter into the record any relevant documentation to support their position.

F. The Fire Chief, or designee, shall forward the~~ir~~ written recommendation, based on the evidence presented at the pre-disciplinary hearing, along with the Personnel Action and transcript of the hearing to the Human Resources Department. The Human Resources Department will send the Personnel Action, transcript, and any other supporting information to the City Manager, or designee, for final action.

G. The employee shall normally be notified by the Fire Chief, or designee, within five (5) business days of the results of the hearing.

H. Employees may greave disciplinary actions as provided for elsewhere in this Agreement.

I. The Personnel Action signed by the City Manager, or designee, will be forwarded to the Human Resources Department who will prepare all appropriate paperwork and will ensure proper notification of the employee.

24. DISCRIMINATION

There shall be no discrimination, interference, restraint, retaliation, or coercion by the CITY or the UNION against any employee for ~~t~~their activity on behalf of membership, or non- membership, in the UNION.

It is the mutual obligation of the CITY and the UNION to assure that no employee shall be subject to any discrimination because of gender identity, color, religion, race, citizenship, disability, national origin, sexual orientation, age, sex, ancestry, or serious medical condition.

25. ~~-~~EMERGENCY MEDICAL SERVICES

It will be the responsibility of the Las Cruces Fire Department to provide necessary training to maintain EMT-Basic, Advanced EMT, and Paramedic licensure.

Employees who do not attend department sponsored training when made available by the CITY shall be responsible for obtaining and paying for any training to maintain required licensures and/or certifications.
The CITY will pay only for expenses incurred relative to the first examination of any specific licensure and/or certification which is applicable to the employee's position. If the employee fails the tests on their first attempt, all expenses related to subsequent testing to receive the licensure will be the sole responsibility of the employee.

The Las Cruces Fire Department and the UNION agree to work together to further develop and enhance EMS services provided within the City of Las Cruces.

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26. EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program shall be available to any Las Cruces Fire Department employee and/or family member that may wish to consult with a professional counselor regarding a personal or family problem. The services provided through voluntary self-referral of the employee shall be confidential and shall be available at no cost to the individual. The range of problems for which any Las Cruces Fire Department employee and/or family member may seek assistance include, but are not limited to:

- Stress
- Emotional problems
- Family or marital problems
- Alcohol or other substance abuse
- Financial problems
- Work-related difficulties
- Conflict management
- Other problems

The counseling services which shall be provided are short-term. In the instance where an individual and/or family member is specifically in need of a greater level of assistance, that person or persons may be referred to another professional as provided for in the employee's health insurance benefit package.

27. EMPLOYEE DATA

The purpose of this article is to maintain accurate employee information so that in the event of an emergency and during normal operations, correct information is readily available and prompt notification can be made.

All employees must have some method of being contacted when they are off duty. All Las Cruces Fire Department employees are encouraged to maintain a telephone in their residence. Employees will have Employee data on file at the Fire Department and the Human Resources Department.

Employee data includes, but is not limited to:

- Current address
- Emergency notification information including names, addresses, and telephone numbers
- Date of birth
- Date of hire
- Social security number (HR only)
- Employee number
- Driver's license number, class, and expiration date

This information shall be retained in a confidential department file.

An employee must provide the above information to his/her Battalion Chief no more than three (3) working days after a change in employee data occurs. At that time, the employee shall complete the appropriate documents. The completed documents will then be forwarded to the database coordinator for input into the database.

28. EMPLOYEE RIGHTS TO PERSONNEL FILES

Bargaining unit employees' official personnel file will be administered in accordance with the following provisions:

- The CITY shall maintain an official personnel file for each employee. The file will be maintained in the City Human Resources Department.
- An employee shall be permitted to review material contained in the employee's own official file. A designated representative of the City Human Resources Department may be present during the file review. The file reviewer may be required to sign and date a form maintained in the personnel file.
- The CITY will honor a for a single copy of any document in the official file for the employee. The employee may be required to assume the cost for the copies charged for IPRA requests.
- The Department and each supervisor may maintain a working file that is separate from the official file.

29. EXTRA DUTY ASSIGNMENTS

The Las Cruces Fire Department shall make an honest attempt to grant extra duty assignments in a fair manner in an effort to develop organizational member's career skills.

30. FITNESS FOR DUTY AND RETURN TO DUTY

FITNESS FOR DUTY

The Las Cruces Fire Department has established, maintains, and administers a Physical Agility Test (PAT). Passing criteria is established by management and may be updated through a certified process performed by a third-party institution certified in creating, establishing and/or performing such occupational tests. The UNION and Management may meet to discuss any significant changes pertaining to the PAT. An employee that fails to pass the PAT will follow the steps outlined in the Return to Duty section of this Article.

The Las Cruces Fire Department may require an employee to undergo a fitness-for-duty examination when there is a reasonable belief that the employee's ability to perform essential job functions will be impaired by a physical, medical, or other condition, or that the employee will pose a direct threat. The need for a medical evaluation must be clearly supported by the nature of the work and objective medical or other factual information. The examination shall be conducted by a medical professional selected by the CITY. All costs associated with such an examination will be borne by the Department in which the employee is assigned.

If an employee is impaired in their capability to safely and effectively complete work assignments, and a fitness-for-duty examination supports this conclusion, options may include:

1. Transferring the employee to a vacant position for which the employee is qualified and that accommodates the limitations.
2. Accommodating the employee in the current position by modifying work assignments and/or the work environment.
3. Accommodating the employee by re-assigning to light duty status and providing an opportunity for rehabilitation.
4. Or, if an accommodation is not feasible in enabling the employee to perform the essential functions of the job held, or vacant positions for which the employee is qualified are not available, and if an accommodation does not reduce issues to an acceptable level, the employee may be medically retired or terminated. When an employee is assigned to a vacant position the employee's pay will be adjusted commensurate with the pay rate for that position.

PROCEDURE:

If the Las Cruces Fire Department has an employee with a medical condition which appears to impair the employee's capabilities to safely and effectively perform the essential functions of the job, or who poses a direct threat due to a medical, or other, condition the Human Resources Director or designee, shall be contacted pertaining to a possible fitness for duty examination. The Department must be prepared to discuss the following:

1. What objective evidence supports the need for a fitness for duty examination?
2. What is the reasonable belief that the employee's ability to perform essential job duties is impaired?
3. What is the basis for any belief of direct threat?
4. What knowledge exists that performance issues are linked to a medical condition?

If the answers to these questions indicate to the Human Resources Director, or designee, the need for further evaluation, the CITY shall proceed with the following:

1. A psychiatric examination or psychological assessment must be conducted by a licensed practitioner or physician authorized to conduct such examinations and may only be used to make inquiry into a person's mental fitness to successfully perform the essential functions of the employee's position without direct threat to the individual in question, or to others.
2. The scope of any fitness for duty examination shall be limited to the specific ~~medical~~ condition and how such condition affects or may affect the employee's ability to perform essential functions or pose a direct threat.
3. All medical information obtained through the fitness for duty provisions shall be maintained by the Human Resources Department as strictly confidential and shall not be a part of the employee's personnel file.
4. When the Las Cruces Fire Department requests a medical examination, it must inform the employee in writing of its reasons for doing so and the consequences of failure to cooperate. The CITY will designate the examining physician or other appropriate practitioner but will offer the individual an opportunity to submit medical documentation from their personal physician or practitioner. The CITY will review and consider all such documentation supplied by the individual's' personal physician or practitioner along with

the documentation from the examining physician selected by the CITY. Should the employee wish to submit medical documentation from the employee's personal physician or practitioner, the employee shall pay for all examinations and documentation charges.

5. Any employee who refuses to undergo a required fitness for duty examination shall be found insubordinate and subject to discipline up to and including termination.

RETURN TO DUTY

Any bargaining unit employee who suffers an illness, injury, or other medical condition, and is unable to report to duty shall immediately notify the employee's supervisor (Battalion Chief) of that fact. The supervisor who becomes aware of leave that may be related to a medical condition of an employee or when an employee has been absent three (3) consecutive calendar days (2 shifts for fire personnel working (56) hour shifts), will notify the Human Resources Department. The Human Resources Department will notify the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). Refer to the CITY'S Family and Medical Leave policy for additional information.

If the illness, injury, or condition shall exceed two (2) weeks duration, then the following Return to Duty procedures may be applicable. This shall be determined on a case-by-case basis. This Article shall also apply to employees who fail to successfully complete their annual Agility Test.

Prior to returning to duty from an FMLA qualifying event, or other extended illness, injury, or condition a doctor's release to return to work statement shall be obtained from the attending physician. A doctor's release to return to work statement shall also be required for any on-the-job injury where a physician evaluated the employee. The doctor's release to return to work statement shall be provided to the Human Resources Department. Human Resources staff will issue a return to work statement to the employee to be provided to the employee's Battalion Chief prior to reporting to their assigned workstation. The return to work statement will indicate if the employee has received a full release to return to duty, or if restrictions exist.

In the case of illness or injury where the employee was absent from work for a period of more than thirty (30) calendar days, the employee shall be required to complete the Agility Test prior to return to full duty. When the employee's Battalion Chief receives the release to return to work statement, the employee will be scheduled for the Agility Test. In the event the employee is unable to successfully complete the Agility Test, the employee shall not be considered fit for duty and shall not be allowed to return to full duty. The employee shall begin the steps as outlined in this section to become qualified fit for duty.

These provisions shall apply to employees who fail to successfully complete the annual Agility Test:

1. If the employee is able to work, the employee may be placed on light duty, or temporary assignment, status if available, at the discretion of the CITY.
2. The employee shall be afforded the opportunity to participate in an on-duty physical fitness program if needed as determined by the employee's illness, injury, or limitations.
3. The physical fitness program shall be structured to rehabilitate the employee and shall provide for strength training, flexibility, and cardio-vascular conditioning.
4. A designated period of time each workday shall normally be allowed for the employee to participate in a physical fitness program subject to the needs of the department and calls for service. This is to allow for dressing, showering, and travel.

5. The employee shall be allowed the use of appropriate DEPARTMENT facilities to accomplish his/her physical training.
6. The employee may be monitored to ensure that the employee is utilizing the time appropriately. Abuse of this time shall subject the employee to disciplinary actions up to and including termination.
7. After a period of up to thirty (30) calendar days, the employee shall be scheduled for a second Agility Test. Upon successful completion of the evaluation the employee shall be allowed to return to full duty. If the employee is again unsuccessful in completing the Agility Test, the employee shall continue in this program. After each successive time period, the employee shall be re-evaluated.
8. In no case shall an employee be allowed to continue a light duty, or temporary, assignment status beyond a maximum time period of one hundred twenty (120) days. At this point if the employee is unable to return to full duty, an evaluation shall be conducted by the Disability Review Team to identify options available to the employee which may include consideration for additional recovery time as a consideration under the Americans With Disability Act, medical retirement, or termination.

31. FUNERAL AND BURIAL EXPENSES

The CITY agrees to defray the funeral and burial expenses of any Firefighter who dies while on duty up to a maximum of ten thousand dollars ($10,000.00).

32. GRIEVANCE PROCEDURE

The CITY and the UNION agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed through the following formal grievance procedure.

A. PURPOSE

1. The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems, which may arise and are subject to review under this procedure.
2. There shall be no other grievance or appeal procedure for employees in the bargaining unit other than that contained in this Article.

B. DEFINITIONS

1. A "grievance" shall be defined as a dispute which alleges:
    a. A violation of this Agreement or;
    b. A written reprimand or~~;~~
    c. A disciplinary suspension without pay or;
    d. An involuntary termination of employment or;
    e. An involuntary demotion involving an actual loss of pay.
2. A "grievant" shall be any employee, group of employees, or the UNION.

3. "Days" shall be defined as business days (Monday thru Friday from 08:00 to 17:00, excluding holidays observed by management, unless otherwise noted).

C. PROCEDURE

1. The number of days indicated at each level of this procedure shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
2. If the CITY or department fails to comply with the time limits and requirements as set forth under this agreement, the grievance may be appealed to the next level of the procedure.
3. If the grievant fails to comply with the time limits and requirements as set forth under this agreement, the grievance shall be considered null and void.
4. The time limits set forth herein may be extended provided the parties have mutually agreed in writing upon the extension.
5. A grievance shall not be considered unless the grievant initiates the grievance no later than ten (10) days after the grievant knew, or reasonably should have known, of the action which precipitated the grievance. In the case of disciplinary action, the date of the action precipitating the grievance shall be the date of the notice or delivery of the official written notice of discipline.

D. STEPS

1. The grievant shall first discuss the grievance with the appropriate Deputy Chief directly with the objective of resolving the grievance. If the grievance is not resolved within ten (10) days, a written grievance may be filed with the Fire Chief. To be considered, the grievance must contain at a minimum, what contractual provision(s) of this collective bargaining agreement is alleged to have been violated, the facts constituting the alleged violation, and the relief sought and be filed within ten (10) days from the Deputy Chief's response, or the date such response was due.
2. The Fire Chief, or designee, will have ten (10) days to render a decision.
3. If the grievance is not resolved with the Fire Chief's, or designees', decision, the Union will have ten (10) days to:
    a. Request the services of the Federal Mediation and Conciliation Service (FMCS) to provide grievance mediation services; or
    b. File the grievance directly with the City Manager.
4. If at the conclusion of Mediation, the grievance has not been resolved, the Union will have ten (10) days to file the grievance with the City Manager.
5. The City Manager will have ten (10) days to render decision and may take whatever action they choose to resolve the grievance, which shall be final and binding on the parties. If the grievance pertains to a disciplinary action involving a suspension without pay, an involuntary demotion, or termination, the grievant and/or the Union may request arbitration if they are dissatisfied with the City Manager's decision by filing a Request for Arbitration with FMCS. This request shall be made within ten (10) days of the City Manager's decision.

The UNION shall immediately serve a copy of the Union's request for arbitration to the Human Resources Director, the Fire Chief, and the City Manager.

E. ARBITRATION

The arbitrator will be selected from a list of seven arbitrators requested from FMCS within fifteen (15) days of the receipt of the FMCS list, unless mutually agreed to in writing. The parties shall alternatively strike names on the list until there is one name remaining that shall be the arbitrator. The moving party shall strike the first name. Failure of either party to strike will result in FMCS appointing an arbitrator on the panel.

1. The arbitrator shall conduct the hearing as soon as possible.
2. The arbitrator's decision shall be in writing and shall include the decision, the rationale, and, if appropriate, relief. The arbitrator shall not have the authority to expand, or add to, the rights employees or the UNION have under the terms of this Collective Bargaining Agreement.
3. The arbitrator's decision shall be final and binding on the parties and shall constitute an award within the meaning of the Uniform Arbitration Act. Reasons for appeals to court are set forth in the Uniform Arbitration Act.
4. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses. The parties may mutually agree to share the cost of providing a verbatim record of the proceedings.

F. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the proceeding of a grievance.
2. A grievant may be accompanied and represented by the UNION at any hearing or meeting conducted under this procedure.
3. An employee, acting individually, may present a grievance without the intervention of the UNION provided the grievance has been processed in accordance with this procedure. Any adjustment made shall not specifically violate the provisions of this Collective Bargaining Agreement.
4. If a grievance affects a group of two (2) or more employees or involves an action or a decision by the CITY or the Department which has a department wide impact, the UNION may submit the grievance on behalf of the affected employees.
5. All documents related to a grievance shall be maintained as a separate file from an employee's personnel file. This provision shall not apply to documents related to a grievance over a disciplinary action unless such documents are removed from an employee's personnel file as relief given in the disposition of a grievance.
6. All grievances and grievance responses shall be filed and processed in accordance with this Collective Bargaining Agreement.
7. The grievant and the UNION'S processing of grievances shall be conducted on non-City paid time unless otherwise agreed to by the parties or during residential hours.

33. HEALTH INSURANCE BENEFITS / GROUP INSURANCE PLAN / DISABILITY INSURANCE / LIFE INSURANCE

The CITY shall continue to offer to all employees in the bargaining unit, health, disability, and life insurance benefits as adopted by City Council.

If new contributions to the Group Insurance plans, as enumerated in NMSA 1978 §10-7-4 et seq., are enacted by the State Legislature during the term of this Agreement, or a ruling by the State Attorney General allows for a different interpretation of the percentage of contributions, either party may notify the other in writing within one hundred twenty (120) calendar days of the enactment to declare their desire to reopen this article of the agreement.~~,~~ Any change to this article is subject to City Council approval and appropriations.

The CITY will continue to pay, at a minimum, 82% of health insurance premiums with the employee paying 18% of premiums regardless of what plan(s) are offered.

Prior to any changes, the CITY and UNION will meet and confer to discuss options prior to the implementation of any changes.

34. HOLIDAYS

During the term of this Agreement, all bargaining unit employees working a forty (40) hour week schedule shall receive eight (8) hours of holiday pay at the employees' regular hourly rate for each holiday recognized by the CITY plus one and one-half (1 and 1/2) times their hourly rate for all time worked on that holiday.

The use of paid leave during the pay period including any of these holidays shall not be cause for a loss of holiday pay whether or not the employee was scheduled to work such holiday.

Employees must be on paid status the day before and after the holiday to be eligible for holiday pay.

35. HOURS OF DUTY

The schedule for fire suppression personnel shall be forty-eight (48) hours on-duty followed by ninety- six (96) hours off-duty. Duty-time shall be 1100 hours until 1100 hours forty-eight (48) hours later. Suppression personnel work an average of fifty-six (56) hours per week.

Overtime shall comply with the 207k provisions of the Fair Labor Standards Act.

The schedule for non-suppression personnel shall be forty (40) hours per week.

The Fire Chief may establish alternate work schedules on a temporary or permanent basis to accommodate the training needs of the organization. A minimum of two (2) weeks' notice shall be provided to affected employees.

RELIEF

All employees must ensure they have been relieved of duty before leaving their assignment.

EARLY RELIEF

An employee is expected to be in uniform and fully prepared to assume the employee's duties at the beginning of the employee's assigned shift. The employee shall remain on duty until the end of their assigned shift unless the employee is permitted by the Lieutenant to be relieved prior thereto for good cause shown. It shall be permissible for oncoming employees to relieve employees on the previous shift prior to the scheduled starting time. Any early relief amongst employees shall be done as a voluntary agreement between the participating employees. Early relief shall not be counted as additional time worked. For pay purposes, the employee permitted to leave early shall be deemed to have completed his/her assigned shift, and the employee who agreed to report early shall be deemed to have commenced work at his/her regular duty-time. Any early relief greater than fifteen (15) minutes requires approval by the Battalion Chief.

TARDINESS

An employee shall be deemed to be tardy if the employee reports after the regular duty-time and may be subject to disciplinary action as deemed appropriate by Management.

Tardiness does not apply to employees who are already on duty due to overtime or changes of shift and are traveling between shifts and stations provided such travel time is within a reasonable amount of time. These employees should notify the appropriate station of their status.

VOLUNTARY HOLDOVER

If an employee calls in prior to the beginning of the shift with an excuse acceptable to the Lieutenant and another employee agrees to voluntarily "hold over" until the late employee arrives, the late employee shall not be deemed to be tardy. Any voluntary holdover amongst employees shall be done as a voluntary agreement between the participating employees. Voluntary holdovers shall not be counted as additional time worked. For pay purposes, the employee who agrees to "hold over" shall be deemed to have ceased work at the end of his/her regular duty-time and the employee who is late shall be deemed to have commenced work at his/her regular duty-time. Voluntary holdover shall not exceed sixty (60) minutes per occurrence. Lieutenants shall report to the Battalion Chief any employee failing to report by their regular duty time.

Habitual use as determined by Management will require this practice to cease for that employee. Continued abuse of this practice will subject the individual to disciplinary action.

36. INOCULATION AND IMMUNIZATION

The Department shall provide Hepatitis B and Hepatitis A inoculations to all emergency response employees. The Chief has discretion to provide for other inoculations not specified as deemed appropriate to promote the health and safety of employees. If an employee is exposed to a contagious disease or other bio-hazardous material while performing their duties, such exposure must be documented and reported by the employee and the first line supervisor in accordance with established policies and procedures.

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37. INTERFERENCE

The UNION shall not attempt to cover up or fail to report any employee misconduct.

38. LOST, DAMAGED, OR STOLEN PROPERTY

Employees shall be responsible for and not misuse CITY property, records, or other materials in their care, custody, and control. CITY property, records, or other materials shall not be removed from the premises without written permission from the station Lieutenant or Battalion Chief.

A. Employees shall be responsible for normal care and maintenance of all issued equipment.

B. Uniforms and equipment provided by the Department that are required and essential to the successful performance of an employee's job functions shall be replaced, at the Department's expense, when such items are damaged during the performance of job duties or lost due to criminal theft.

C. All instances of lost, damaged, or stolen property shall be reported to the Battalion Chief on duty in writing immediately at the time of discovery of the occurrence. Theft and damage to CITY equipment or property must be reported to the City's Risk Management division as soon as practicable.

D. Lost or damaged equipment as a result of employee negligence or employee's criminal act are not covered by this Agreement.

E. A copy of an incident report or police report must be submitted with a written request for replacement to obtain replacement of personal property required and approved to be carried or utilized by employees in the performance of their duties. Failure to make a proper report and request for personal items will negate any claim for replacement.

F. Personally owned items:

    1. Personally owned items that are required and essential to the successful performance of an employee's job function shall be replaced, at the Department's expense, when such items are determined by the CITY to have been damaged while the employee was engaged in the performance of duty and there was no negligence on the part of the employee. The Chief maintains discretion to replace the item or reimburse the employee for a comparable replacement.

    2. Employees that use personal items while performing their job functions shall provide a list of those items to the Chief, or ~~their~~ designee, for approval. The employee shall be responsible for keeping the list of items current. Replacement or reimbursement of any item not included in the list supplied, and preapproved by the Chief or ~~their~~ designee, will not be eligible for replacement or reimbursement.

G. This section is not intended to be used to replace old, worn out items. Amounts for replacement or reimbursement shall not exceed one hundred seventy-five dollars ($175.00) per item.

39. MDA FILL THE BOOT

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in the annual "MDA Fill the Boot" charity event. Management may allow the use of Las Cruces Fire Department uniforms and firefighting bunker gear for use during the event. The Las Cruces Fire Department may allow for the staging of fire apparatus at designated collection points for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations.

The Las Cruces Fire Department may allow the use of duty time for those Las Cruces Professional Fire Fighters attending the ceremonial check presentation to the Muscular Dystrophy Association if staffing allows.

40. MEDICAL DIRECTOR

The Las Cruces Fire Department shall provide Medical Direction for all levels of service provided in its protocols.

41. MILITARY LEAVE

During the term of this agreement, employees in the bargaining unit shall be covered in accordance with all stipulations, processes, and procedures as provided for in the City's Personnel Manual regarding Military Leave, as adopted or revised.

Fifty-six (56) hour employees may be granted an additional sixty-four (64) hours of administrative leave, for active-duty assignments in excess of the one hundred sixty (160) military leave hours as provided for in the City's Personnel Manual.

42. MODIFIED DUTY / NON-HAZARDOUS DUTY

A. The Fire Chief, or their designee, shall have discretion to approve Modified, or Non-Hazardous, Duty for employees who develop, as determined by a qualified physician, an illness, injury, or other medical condition off duty. (Such conditions shall include pregnancy.) Employees who are determined to temporarily be unable to perform the duties of the position, may request to be placed on a Modified / Non-Hazardous Duty assignment by submitting a request in writing to the Chief, or their designee.

B. The Human Resources Department will be notified of the request and will provide notice to the employee of their rights and responsibilities under the Family and Medical Leave Act (FMLA). (Refer to the CITY'S Family and Medical Leave policy for additional information.) A Medical statement from a qualified health care provider must be submitted to Human Resources for verification of the illness, injury, or other medical condition prior to the approval of a Modified / Non-Hazardous Duty assignment. The statement must outline the condition(s) and restrictions.

C. If such duty is not available within the Department, the employee may request light duty, or temporary assignment within the CITY in accordance with established CITY policies. If the

CITY has an available position for which the employee qualifies, the CITY may offer the position on a temporary basis to the employee. After receiving the qualified physician's certification for Modified / Non-Hazardous Duty, the CITY will determine its ability to accommodate the request. The determination of the CITY is not subject to grievance and nothing contained in the Article is intended to require the CITY to accommodate a request.

D. If the employees qualified physician provides approval, and there are no restrictions to prevent the employee from safely participating in promotional processes, they may be permitted to do so. The employee will not be passed over if on a promotional list and should be provided opportunity to continue involvement in Department committees if they desire, as long as work restrictions are met.

1. This Modified / Non-Hazardous Duty will be paid at a base hourly wage for forty (40) hours for a period no greater than nine (9) months. The parties agree that the 207k exemption applies to all employees in a Modified / Non-Hazardous Duty status.

2. A fifty-six hour employee who is placed on Modified / Non-Hazardous Duty shall be placed on a forty (40) hour schedule and paid at the converted employee's base hourly rate, in accordance with the terms of this Agreement.

3. Employees returning to full-duty, without restrictions, shall be returned to their same rank and seniority.

E. Department Responsibilities:

1. Uniform options may be provided as soon as practical to those employees that have a need based on their condition. Requests for such options must be submitted to the Chief, or their designee and follow established procedures for uniform replacement.

2. Other appropriate attire may be permissible as determined by the Chief or their designee. The employees' badge must be displayed.

3. Appropriately fitting bunker gear will also be issued if required based on employee assignment and restrictions.

4. The Department shall comply with N.M. Stat. Ann. § 28-20-2 (2007) to provide a clean, private place, other than a bathroom, for employees who are breastfeeding to pump.

43. NEPOTISM

No person shall be hired, promoted, demoted or transferred to a position which is under the direct supervision in the departmental chain of command of a relative who is related by blood, adoption, or by marriage to a third degree of kindred. The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, aunts, uncles, nieces and nephews. The restriction shall also apply to relationships having the characteristics of a family relationship, and to members of the same household. In the event two (2) employees are in a position of direct supervision through any departmental chain of command or either of the two (2) employees establish a relationship, then the affected employee or employees may request a transfer to alleviate the situation or the City Manager may transfer or demote one (1) of the two (2) affected employees to a position removed from the supervisory control of the other. However, the City

Manager may waive the restrictions in this section if, in the opinion of the City Manager, it is clearly in the City's best interest. This article shall not apply during emergency operations or incidents or temporary assignments.

An incumbent who willfully fails to reveal (or remains silent about) a relative who is hired into their direct chain of command, or is transferred to their unit, shall be subject to disciplinary action.

44. OUTSIDE EMPLOYMENT

City Personnel Manual and Polices, as adopted and revised, shall apply to all outside employment during the term of this Agreement.

45. PAY PERIOD / WORK PERIOD

For the purpose of this Agreement, the pay period shall be fourteen (14) days and the work period shall be twenty-eight (28) days.

Las Cruces Fire Department personnel shall be paid biweekly.

The pay period shall start at 00:00 hours on Sunday and shall end fourteen (14) days later on Saturday at 24:00 hours.

For pay purposes, the calculation of hours worked shall equal the number of hours on duty. There shall not be any forms of reduced pay while on duty.

The CITY shall comply with the provisions outlined in the Fair Labor Standards Act.

For forty (40) hour employees, the CITY shall comply with the provisions outlined in the Fair Labor Standards Act for any hours worked in excess of forty (40) hours per week.

46. PAYROLL DEDUCTION OF DUES AND FEES

The UNION shall indemnify, pay for the defense of, and save the CITY harmless against all claims that shall arise out of or as a result of any conduct taken by the CITY for the purpose of complying with this Article.

<u>BARGAINING UNIT MEMBERS</u>

The CITY agrees to deduct, each pay period, membership dues and fees in an amount certified to be current by the Treasurer of the UNION, from the pay of those employees who have voluntarily completed payroll deduction authorization forms. The total amount of deductions shall be remitted together with the names of the employees from whom membership dues have been collected, normally within ten (10) days after such deductions are made by the CITY, to the Treasurer of the UNION.

The membership dues deduction for a member of the bargaining unit may be made only if the accrued earnings of the employee are sufficient to cover the membership dues after all other authorized payroll deductions have been made.

47. PERFORMANCE EVALUATIONS

Performance Evaluations may be used at any time to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such manner. Performance Evaluations may however be used to support disciplinary actions. Employees will be assessed in relation to the essential job functions of their position. Evaluations may also be used to identify and establish employee goals. Personal Improvement Plans may be developed to address specific employee deficiencies. The Personal Improvement Plan will identify those deficiencies and establish specific measurable goals. The Performance Evaluation and Personal Improvement Plan are formal reports that will become a part of the employee's personnel file.

Other evaluations such as incident evaluations or special evaluations, may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement.

48. P.E.R.A. RETIREMENT PROGRAM

The City has adopted Municipal Fire Plan 5 of the Public Employee Retirement Association (PERA). The CITY and Employees will continue to pay the current contribution rates during the term of this Agreement.

Should PERA mandate an increase or change, the parties shall be responsible for their respective share of the increase or change.

49. PERSONAL LEAVE AND EMERGENCY LEAVE REQUESTS

Las Cruces Fire Department personnel shall be granted personal leave to conduct personal business. Personal leave shall be used in one (1) hour increments or more when backfill is required will be considered the same as hours worked.

In the first pay period in January, Las Cruces Fire Department personnel shall be granted:

- 56 hour Employees - Twenty-four (24) hours Personal Leave
- 40 hour Employees - sixteen (16) hours Personal Leave

Leave will be requested as per applicable policy.

50. EMERGENCY LEAVE REQUESTS

Emergency leave requests will be charged to fifty-six (56) hour employees, in one (1) hour increments, for up to twenty-four (24) hours in the case of an unforeseen emergency. An emergency leave request will be granted if it does not remove a response unit from service by reducing the number of personnel below minimum staffing requirements. Emergency leave can be charged to annual or personal leave.

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51. PERSONNEL REDUCTION

In the event that a reduction in force is necessary, the following procedure shall be utilized:

A. Authority, Pursuant to City regulations and State law, the CITY has the authority to discharge, terminate, or lay-off employees in this bargaining unit at any time when a reduction in personnel is required.

B. When the Council and/or CITY anticipates a Reduction in Force (RIF) or lay off which might result in the discharge or termination of an employee or employees in this bargaining unit, the CITY will notify the UNION and the affected employee or employees in writing a minimum of one (1) pay period prior to the implementation of the RIF. In lieu of such notice, the affected employee or employees may be given severance pay in an amount equivalent to the amount of notice, or portion thereof. The UNION may request in writing, to meet with representatives of the CITY to discuss possible alternatives to the RIF provided that such request is made no longer than five (5) days after receipt by the UNION of the CITY'S notice of intent to RIF.

C. No regular Fire Department employee shall be discharged or terminated as a result of a RIF until all new hire probationary or temporary fire department employees have been discharged or terminated.

D. Employees will be laid off in reverse order of seniority. When two or more employees have identical seniority then a determination shall be made by the Chief. Factors that will be considered may include but are not limited to employee performance, rank, staffing/operational needs and employee work history.

E. Laid off employees will be recalled in reverse order of lay off and will remain eligible for recall for a period of two (2) years.

F. Prior to filling vacant positions through a new promotional process, all personnel who have voluntarily demoted to a lower rank as a result of the reduction in force shall be advanced to available vacant positions which they held prior to such voluntary demotion.

G. Laid-off employees will provide the CITY a contact name, phone number, and address in the event that their position becomes available.

H. The CITY will advise the employee to be recalled by certified or registered US mail.

I. Upon receiving notice of recall, an employee has five (5) business days to signify their intention of returning to work with the CITY and will advise the date they will be available to return to service. The return to service date must not be later than fifteen (15) business days from the date the employee received the recall notice. The notice of recall shall be sent to the employee’s last known address. The employee shall be responsible for maintaining a current address with the CITY’S Human Resources Department.

J. Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of a recall notice, will be considered an automatic resignation, and shall not be subject to a grievance. It is understood that the CITY will have discharged its obligation of notification to laid-off employees by giving notice as herein outlined.

K. Furlough:

1. Temporary unpaid leave of some employees due to economic conditions of a Department, or the City as a whole.

2. Prior to implementing a furlough program, the UNION and the affected employees shall be notified at least ten (10) working days in advance. The Employer shall provide the UNION with the opportunity to provide alternatives to furloughs.

52. PRINTING AND DISTRIBUTION OF AGREEMENT

The CITY will post the Agreement on the CITY intranet system with the understanding that hard copies will not be reproduced at the CITY's expense.

53. PROBATIONARY PERIOD

During periods of continuous employment, no other probationary period shall be placed or mandated on a member of the bargaining unit for disciplinary actions.

An evaluation period of six (6) months shall be assigned to employees who promote into bargaining unit positions. The evaluation period may be extended for three (3) months by mutual agreement. Employees who are not meeting minimum expectations may be reassigned for additional evaluation. Employees who do not meet minimum expectations shall be returned to their previous rank and is not considered disciplinary action. The failure of the evaluation period may be grieved to the level of the Chief, or designee.

54. RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agent for all regular non-probationary employees of the Las Cruces Fire Department as listed below. The UNION shall represent the interests of all employees in the bargaining unit without discrimination or regard to membership in the UNION.

A. Inclusions. This Agreement specifically includes: Firefighters, Driver/Operators, Lieutenants, Fire Inspectors, Fire Inspector/Investigators, and MIH Coordinator.

B. Exclusions. This Agreement specifically excludes new hire probationary status, and Exempt employees as defined by CITY policy, seasonal employees, temporary employees, contract employees, part-time employees, and other such positions as the parties shall agree to be excluded under this Agreement.

C. Position changes. No new classifications or positions will be made within the bargaining unit

without prior notification to the UNION and the UNION'S opportunity to meet with Management and Human Resources to discuss the new classifications at length.

55. RECRUIT SELECTION PROCESS

The UNION shall appoint members to any recruit selection committee, assessment group, or other process to select new Las Cruces Fire Department recruits. The number of UNION appointments to the committee, assessment group, or other selection group shall be up to one half (1/2) of the total number of individuals in such group and shall be no less than one (1). Time spent in participation in selection committees shall be considered as hours worked for bargaining unit employees.

56. RESIDENTIAL SUPPORT

The CITY shall provide clean and safe fire stations. The CITY shall provide furniture to include office furniture, cooking appliances, cookware, dishes, utensils, linen replacement, washer and dryer facilities, access to television cable/satellite service in all new construction, separate men's and women's facilities, including dormitories, where applicable,–pest control services, building maintenance, and repair, janitorial supplies, and sanitary supplies in all occupied fire stations. The CITY shall provide air quality checks of all occupied stations in accordance with CITY standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

Bargaining unit employees shall immediately report any unsafe conditions in writing to the supervisor.

57. SAFETY AND HEALTH

The CITY shall provide clean and safe fire stations. The CITY shall supply safe and comfortable furniture to include office furniture. The CITY shall provide safe and modern cooking appliances, cook ware, dishes and utensils. The CITY shall provide linen replacement as needed as well as washer and dryer facilities. The CITY shall provide access to television cable/satellite service in all new construction. The CITY shall provide separate men's and women's facilities, including dormitories, where applicable. The CITY shall provide pest control services, building maintenance, and repair as needed. The CITY shall provide janitorial supplies and sanitary supplies to continue safe and efficient living in all occupied fire stations. The City shall provide air quality checks of all occupied stations in accordance with City standards and/or Health/Environment Department requirements. At minimum, air quality checks for mold and mold spores will be conducted on an annual basis. Air quality checks will be discussed during Labor Management meetings on an as needed basis.

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58. SENIORITY

Seniority shall be defined as the length of continuous service from the date of hire as a Firefighter in the Las Cruces Fire Department.

Upon the successful completion of the probationary period, a Firefighter will be credited with length of service seniority retroactive to the beginning of the probationary period with the Las Cruces Fire Department.

Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list if that employee resigns, is discharged, or retires.

The CITY shall establish a seniority list which shall be brought up to date as of July 1 of each year and posted as such on Las Cruces Fire Department bulletin board at Station 1 for a period of not less than thirty (30) days. The UNION shall provide a copy to the CITY within a reasonable time. The CITY will provide a list of UNION members, to include their dates of hire, when requested by the UNION.

Any objection to the Seniority List must be reported to the City's Human Resources Department within thirty (30) days from the first day of posting. After appropriate corrections are made the list shall stand approved.

59. SHIFT EXCHANGES / TRADING TIME

Shift trades are a voluntary contract between two (2) employees. Licenses and/or specialties shall not be a factor. Shift trades shall be allowed between Bargaining members of equal rank, or outside of their own rank~~,~~ as long as these individuals are certified and can successfully fulfill the duties of the exchanged rank. Bargaining members working a shift trade across rank will not be eligible for Compensation for Acting Position (CAP) time while working in the position agreed to for the shift trade. Bargaining members understand that by agreeing to a shift trade, they will work for the position that best supports the staffing needs during that shift. Shift trades will not place any personnel on duty for more than seventy-two (72) consecutive hours. A shift trade may be denied if it interferes with the operations of the Las Cruces Fire Department.

The CITY shall have no obligation to maintain records of hours traded, and the hours for FLSA purposes shall be calculated as if the regularly assigned person is present for work. All shift trades shall be documented appropriately so it is clear who is responsible to work. Normally shift trades should be requested at least ninety-eight (98) hours prior to the shift to be traded. This request shall be submitted for approval through the Battalion Chief. The necessary means to submit requests shall be available at each fire station.

The CITY shall not assume any liability for time lost to an employee because of a shift trade.

Employees who agree to the shift trade are responsible for the revised work schedule and may be disciplined for an absence or lateness. Time shall be allowed for employees to travel from shifts and between stations. This travel time shall count as time worked. Employees working shift trades will make a reasonable attempt to arrange for coverage for their travel time. In the event coverage

cannot be secured the Battalion Chief shall be notified.

Any employee who is scheduled to work and makes arrangements to have another employee work on their behalf, is responsible to have the shift hours covered. If the time is not covered for any reason, the scheduled employee will owe the CITY the number of hours that were not worked, to be paid back at the CITY'S discretion.

60. SPECIAL EVENTS

The Las Cruces Fire Department may, when staffing allows, provide on-duty personnel to participate in special or charity events. Management may allow the use of Las Cruces Fire Department uniforms and fire firefighting bunker gear for use during these events. The Las Cruces Fire Department may allow for the staging of fire apparatus for display and public relations support. On-duty fire apparatus and crews shall remain available for emergency response from these locations as determined by management.

No special event will take priority over a fire company's or special team's ability to respond immediately to emergency service needs.

61. SPECIAL TEAMS AND PROGRAMS

The Las Cruces Fire Department shall maintain special teams/programs as determined to be appropriate by management.

These teams/programs shall be positioned at the most appropriate station based on team/program functions and responsibilities.

The Las Cruces Fire Department shall designate needed certifications to establish participation as a special team/program member. All special teams/programs members shall be trained and fully certified to all applicable current Las Cruces Fire Department standards.

All required safety and firefighting equipment and gear will be issued to all special teams as required and approved by the City, Fire Chief or their designee.

Annual training shall be provided to maintain certification and proficiency at no cost to core team members. The CITY shall allocate funds for specialized training as deemed necessary by management.

All training hours, if pre-approved by management, shall be considered time worked for payroll purposes. The Chief shall designate staffing and eligibility for specialty team assignments.

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62. SHOPPING EVENTS

On-duty participation may be granted for any Las Cruces Fire Department function, shopping, or eating at restaurants, provided that such events do not affect emergency response capabilities and resource availability. On-duty fire apparatus and crews shall remain available for emergency response from these events.

63. STAFFING

The CITY and the UNION acknowledge that the staffing levels in the Las Cruces Fire Department can have an impact on the safety of the firefighters and the quality of services delivered to the community. The Las Cruces Fire Department has set certain staffing goals and shall attempt to maintain those goals during the term of this agreement.

With the Implementation of this agreement minimum staffing goals will be as follows:

- The CITY shall staff Engine / Truck companies with four (4) person staffing, three (3) person staffing should be allowed on Engine/Truck companies up to fifty-five (55) percent of units in service with common rounding rules to apply. Staffing goals are identified for permanently established engine and truck companies and do not apply to any additional units placed in service in addition to established engine and truck companies.

- The CITY shall maintain at least three (3) Rescues (ambulance/transport unit) in service at all times.

- The CITY shall provide leave spots for Annual or Personal leave in the amount of ten (10) percent of minimum staffing with common rounding rules to apply. In the case of a large-scale incident or staffing shortages, as determined by the Fire Chief, or their designee, leave positions may be canceled.

64. SUBCONTRACTING

The CITY agrees that prior to contracting or sub-contracting out work currently being performed by members of the bargaining unit the following provisions shall apply:

A. The UNION will be given thirty (30) days' notice.

B. The notice shall identify the affected positions.

C. The UNION will be allowed to meet with the City Manager to discuss possible alternatives to the situation.

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65. TRANSFERS AND VACANCIES

A. Temporary Transfers – Temporary transfers may be made immediately and should normally not exceed thirty (30) days. Longer temporary transfers may be made in order to accommodate Firefighter Trainee rotations or organizational needs. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.

B. Regular Transfers – position openings not involving promotion shall be filled using the following procedures:

1. Employees who desire to transfer shall provide written notice of such desire to their shift commander.
2. Employees requesting a transfer will be given first preference when filling transfers resulting from vacancies. Consideration will be given to rank, seniority, experience, and medical licensure of the personnel.
3. Upon transfer, a copy of the two (2) most recent annual employee evaluations shall be made available to the new supervisor.
4. Management may assign someone to fill the vacancy based on the organizational needs of the Department.

66. UNIFORMS

The CITY shall continue to provide to all bargaining unit members the proper number of uniforms and equipment necessary as determined by the department to maintain the professional image of the Las Cruces Fire Department using methods determined by the Chief.

Employees required to wear safety boots/shoes will be provided two hundred twenty- five (225) dollars per fiscal year.

Issued items will be replaced through a process determined by the Chief, or designee.

67. UNION BUSINESS LEAVE

The UNION President and/or his/her designee may be allowed to attend UNION meetings or functions when staffing allows. This request must be made in a timely manner and must be done through the normal chain of command.

A. Exclusive of time spent in Labor Management Committee meetings, negotiations and/or collective bargaining, it is recognized that it will be necessary for UNION activities to be carried out during working hours. Certified and designated representatives, as defined in section six (6) of this Agreement, shall be compensated while on duty not to exceed four (4) hours per week for Union activities. The UNION shall be granted no more than two hundred eight (208) hours of paid leave per fiscal year to be used for these purposes. A representative shall not be allowed time off with pay to investigate their own grievance.

B. Authorized representatives shall request and accurately document all compensable UNION time on forms, or using methods, determined by the Chief or their designee.

C. All hours allotted for use under this Agreement shall only be for use within a calendar year and shall not accrue or be combined with other hours allowed during subsequent or previous periods.

D. Normally, grievances shall be filed and processed during the non-work time of both the grievant and the authorized representative. In an emergency, the employee may contact their immediate supervisor to request relief from their current assignment to consult with their authorized UNION representative.

E. In such event, the authorized UNION representative and the employee may be relieved from their respective assignments and allowed to consult as soon as it is practical. Pending relief, the employee shall continue to perform their assigned duties. Such consultation shall not unduly interfere with the operations of the Department as determined by the Chief or their designee.

F. Upon being granted relief, the employee or authorized representative shall be placed on Authorized Leave Without Pay status until such time that they complete their consultation and return to a work status.

G. The City shall allow authorized UNION representatives, who are not City employees or who are off-duty City employees, to visit City facilities for the purpose of administering the provisions of this Agreement at such times and places that do not interfere with the operations of the City, or conflict with other provisions of this Agreement, after first obtaining permission from the Chief or their designee. The Human Resources department shall be notified of such visits.

68. WORKER'S COMPENSATION

All bargaining unit members are covered under the provisions of the New Mexico Worker's Compensation Act. All on the job accidents must be reported immediately to the employee's supervisor. Any questions regarding Workers' Compensation or on-the-job injuries, should be directed to the City's Risk Management Department and/or Finance Department.

69. VOLUNTARY REQUESTS FOR ASSISTANCE

The Department will not take any adverse employment action against an Employee who voluntarily seeks treatment for drug and/or alcohol abuse prior to an incident, reasonable suspicion or being ordered to submit to a drug and/or alcohol test. A request for treatment shall not be considered reasonable suspicion sufficient to order submission to a drug and/or alcohol test. If a reasonable suspicion exists without considering the Employee's request for treatment, such a request for treatment will not preclude discipline or an order to submit to a drug and/or alcohol test in accordance with applicable city manager policy.

The Department shall make available, through an Employee Assistance Program (EAP),

a means by which employees may obtain referrals and treatment. All such requests shall be confidential. When undergoing such evaluation and treatment, employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Multiple request and entry into assistance that creates an impact to the operations of the department, may result in discipline up to and including termination.

70. PROMOTION BOARD REPRESENTATION

The Union will have one designated non-scoring representative on promotional processes for all bargaining unit ranks within the Las Cruces Fire Department as identified in Article 54 Recognition.

71. PARENTAL LEAVE

In accordance with the City's Personnel Manual, bargaining unit members will be entitled to parental leave. 56-hour schedule members will have leave converted at a rate of 1.4 (e.g. 160 hours for 40-hour schedule, 224 hours for 56-hour schedule).

72. CITY BENEFIT LEAVE

Any new leave types that become identified in the City of Las Cruces Personnel Manual, are afforded to other non-represented city members, and not identified within the collective bargaining agreement, will be afforded to Union members. A 40-hour schedule will receive hour for hour and leave will be converted using a factor of 1.40 based on the 56 Hour Work schedule.

- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representative there unto duly authorized.

City of Las Cruces

City Manager
Ikani Taumoepeau

Human Resources Director
Jo M. Richards

Approved to Form:

Interim City Attorney
Brad Douglas

Las Cruces Professional Firefighters Association (LCPFFA)

LCPFFA President
Christopher Johnson

LCPFFA Vice President
Michael Hall

LCPFFA Executive Board
Eric Palma

26-043

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:**	October 6, 2025
Drafter:	Gaby Prats	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE FIRE DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.**

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

PURPOSE(S) OF ACTION:
To accept a grant award and amend the FY26 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 adjustment to be used by the department for the scope of work as defined by the grant agreement.

SUPPORT INFORMATION:
Exhibit "A" - FY26 Fund Summaries 10-06-2025
Attachment "A" - Grant Listing
Attachment "B" - FD - SFY22 IGA 22-G2444-9 Executed Agreement

PLAN(S):
Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

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

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the grant award as presented and amend the City's FY2026 Budget.
2. Vote "No"; this will not approve the Resolution to accept the grant award as presented and amend the City's FY2026 Budget.
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 26-043

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FOR THE FIRE DEPARTMENT THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET.

The City Council is informed that:

WHEREAS, the City has received notice of a grant award for the Fire Department; and

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

WHEREAS, the grant agreement that is 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 FY2026 City Budget and accept the grant award as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, is 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

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	2100 SPECIAL REVENUE REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 249,231	0	0	249,231
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	182,000	182,000	0	182,000
Federal Grants	9,229,523	9,871,992	0	9,871,992
State Grants	4,573,536	18,044,466	20,000	18,064,466
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	**13,985,059**	**28,903,458**	**20,000**	**28,923,458**
TOTAL RESOURCES	**$ 14,234,290**	**28,903,458**	**20,000**	**29,172,689**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,768,725	17,337,019	0	17,337,019
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,956,852	0	1,956,852
Las Cruces Fire Department	568,628	1,368,628	20,000	1,388,628
Utilities	194,431	194,431	0	194,431
Economic Development	2,869,028	2,869,028	0	2,869,028
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	144,821	1,144,821	0	1,144,821
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	512,694	1,172,173	0	1,172,173
Parks & Recreation	446,219	910,610	0	910,610
Community Development	400,000	400,000	0	400,000
Quality of Life	1,447,022	1,248,000	0	1,248,000
Public Works	51,638	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 13,985,058**	**28,653,200**	**20,000**	**28,673,200**
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	**$ 249,232**	**250,258**	**0**	**499,489**

CITY OF LAS CRUCES

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

Today's Date: 08/27/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 20,000.00
Council Budget Adjustment Date: 10/06/2025
Grant Agreement #: 22-G2444-9
ALN/CFDA#:
Grant Effective Date: 07/01/2025
Grant Reversion Date: 06/30/2026
Funding Agency: New Mexico Department of Finance & Administration (NM DFA)

PROJECT INFORMATION

Grant Project Title: Safe Haven for Infants Drop-Off
Type of Funding: State Capital
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount:
Match Percent/Ratio:

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)
For purchase and installation of a Safe Haven for Infants ("Baby Box") infrastructure at Las Cruces Fire Station 1.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 330- Fire

Line of Business: N/A
Program: N/A
Project Manager: Mike Rosales
Phone: 575-528-3093
Email: rrosales@lascruces.gov

Line of Business: 0133-Administration
Program: 0133A - Chief's Executive Office
Project Manager: Dominic Soucy
Phone: 575-652-1862
Email: dsoucy@lascruces.gov

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

ACCOUNT STRINGS:

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

Revenue: 2100-20133005-599200 - $20,000
Expense: 2100-20133005-721080 - $16,000
2100-20133005-801000 - $4,000
ORG: 20133021-STATE GRANT

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

Date to Accounting: 9/5/25
Project Number: 22449
Project Created By: JOSIE TREVINO
Set-Up Date: 9/8/25
Accounting Comments: STRUNG TO 20133021

NEW MEXICO SPECIAL APPROPRIATION GRANT AGREEMENT (SAFE HAVEN INFANT DROP-OFF)

Las Cruces 22-G2444-9

This Special Appropriation Grant Agreement ("**Agreement**") is made and entered into by and between the State of New Mexico, Department of Finance and Administration, on behalf of its Local Government Department ("**Department**" or "**DFA**") and **City of Las Cruces** ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, pursuant to the New Mexico Safe Haven for Infants Act codified at NMSA (1978) 24-22-1 *et seq*., as amended ("**Act**") DFA is authorized to make grants to local governments to support the establishment, enhancement, or maintenance of Safe Have for Infants infrastructure, including but not limited to baby boxes, or designated safe surrender sites, in accordance with state law and best practices for infant safety and anonymity; and

WHEREAS, DFA desires to award the Grantee twenty thousand ($20,000.00) to support programs, services, and activities that establish, enhance, or maintain Safe Haven for Infants infrastructure ("**Program**"); and

NOW, **THEREFORE**, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A. Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as **Exhibit** "**A**," and incorporated herein by reference.

B. Grantee agrees to make no change to the Program Description as defined herein without first submitting a written request to DFA and obtaining DFA's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

A. The term of this Agreement shall become effective July 1, 2025, and will terminate on June 30, 2026.

ARTICLE III – REPORTS

A. Evaluation:

   a. Grantee agrees to systematically collect, analyze, and utilize data to evaluate programs, initiatives, and policies by examining both processes and outcomes to assess their effectiveness. Grantee agrees to periodically review and update the existing evaluation plan throughout the fiscal year.

B. Progress Reports:

   a. To adequately evaluate the progress of this Agreement, Grantee shall provide periodic quarterly progress reports to DFA ("Progress Reports"). The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date, which includes expenditure back-up documentation, photographic or documentary evidence of site implementation, if applicable, attached hereto as **Exhibit** "**B**," and incorporated herein by reference ("Quarterly Progress Report and Certification"), and such other information following the objectives of Grantee's evaluation as may be of assistance to the Department in its evaluation.

b. Grantee represents and warrants Progress Reports and the Final Report submitted to the Department will not contain any "individually identifiable health information" in accordance with HIPAA.

C. Final Report:

a. Grantee shall submit one copy of the final report for this program to the Department. The Final Report shall include the information called for in Article III, Paragraphs B (1) and B (2) for the fourth quarter, in a form substantially similar to **Exhibit C**, attached hereto and incorporated herein by reference. This requirement shall survive the termination of this Agreement.

b. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component and shall be submitted no later than July 10, 2026.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Department shall pay Grantee a sum not to exceed twenty thousand dollars ($20,000.00). The funds are to be expended, in accordance with the proposed budget attached hereto as **Exhibits** "**D**," incorporated herein by reference. The Parties agree, Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Department.

B. It is understood and agreed that if any portion of the funds set forth in Article IV Paragraph (A) are not expended at the completion of this Agreement period for the purpose designated in this Agreement, the unexpended funds shall revert to the Department for disposition.

C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Department of individual Quarterly Progress Reports and Certifications accompanied by the following completed forms:

a. Request for Payment Form, attached hereto as **Exhibit** "**E**,"; and

b. A detailed breakdown by budget line-item form is attached hereto as **Exhibit** "**F**."
c. Request for payment forms shall specify all in-kind administrative costs and any capital expenditures.

D. Payment shall be made only for those services specified in this Agreement and not funded by any other public-entity funding source. Grantee shall not bill the Department for the same service or services billed to another funding agency or source.

ARTICLE V - MODIFICATION AND TERMINATION

A. The Department, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the Department, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Department may demand a refund of all or part of the funds dispersed to Grantee.

B. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.

C. Early Termination for Convenience: Except as provided in Article X and subparagraph A above, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.

D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the Department's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:

   a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Department's notice of early termination or the issuance by the Grantee of a notice of early termination;

   b. Incurred on or before the termination date in the notice of early termination;

   c. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and

   d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

A. It has the legal authority to receive and expend the funds as described in the Program Description.

B. It shall meet all requirements of the Act, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement and provide the Department with verification thereof.

C. It shall finance all costs of the Program, including all Program overruns.

D. Every program or provider it contracts with to perform the activities that are subject to this Agreement shall, at all times, comply with all applicable State and federal laws and regulations and any licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions:

   a. "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility."

   b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Program-related contracts and agreements to the Department for review and approval prior to execution. Amendments to existing contracts will be submitted to the Department for review and approval prior to execution.

   a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars ($60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.

   b. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide services that are uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the

reason(s) for sole source contracting to the Department prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.

G. It will adhere to all Department financial and accounting requirements, including the State's Model Accounting Principles, as amended from time to time.

H. It will comply with all applicable conditions and requirements prescribed by the Department regarding the receipt of grant funds.

I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the Department.

J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

    a. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

        i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

ARTICLE VII - RETENTION OF RECORDS

A. Accountability: Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles, § 6-6-2 NMSA 1978, and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. Record Retention: For six (6) years following the Program's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of funds from all sources budgeted for the Program, the purpose for which such funds were used, and such other records as the Department may prescribe.

    a. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.

C. Grantee shall make all Program records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended plus interest in accordance with Article IX below.

ARTICLE VIII – REPRESENTATIVES

A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

a. Name: Ikani Taumoepeau
b. Title: City Manager
c. Address: 700 N Main St. Las Cruces, NM 88001-1120
d. Phone: 575-541-2076
e. Email: grants@lascruces.gov

B. The Department designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:

a. Name: Melody Zamora
b. Title: Grantee Manager
c. Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
d. Phone: 505-670-4395
e. Email: Melody.Zamora@dfa.nm.gov

ARTICLE IX – IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the funds reimbursed under this Agreement were improperly requested by Grantee, including but not limited to reimbursements based upon fraud, mismanagement, misrepresentation, misuse, or violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the improperly reimbursed funds are fully repaid.

ARTICLE X – SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XII – LIABILITY

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

ARTICLE XIII – SPECIAL CONDITIONS

A. Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its violation or alleged violation of requirements applicable to the performance of this Agreement. The Parties shall be liable for their acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE XIV – APPROPRIATIONS

The terms and conditions of this Agreement are contingent upon sufficient appropriations and authorization being made by the New Mexico Legislature for the performance of this Agreement. If the Legislature does not make sufficient appropriations and authorizations, the Department may immediately terminate this Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between Grantee and

a third party, by giving Grantee written notice of such early termination. Grantee shall accept the Department's decision as to whether sufficient appropriations are available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

A. "This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Department (Department) grant agreement. If the Department terminates the grant agreement, the County may terminate this contract by providing the contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay the contractor for acceptable goods and/or services delivered and accepted prior to the termination date".

ARTICLE XV: GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the Department. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Department shall be subject to the provisions of this Agreement.
B. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
C. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
D. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
E. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
F. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
G. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed, and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
H. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
I. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
J. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

K. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

L. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

M. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

N. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

O. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

P. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

Q. Publicity: Any Publicity regarding the subject matter of this agreement must not be released without prior written notice to the Agency. For purposes of the Agreement, "Publicity" means notices, informational pamphlets, press releases, research, public reports, signs, and similar public notices prepared by or for the Grantee or jointly with others. The Grantee shall provide the Agency with advance written notice regarding any press release or any public announcement with respect to this agreement. Grantee agrees to provide written notice to the Agency in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the image of the Agency or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT: Department of Finance & Administration

Cabinet Secretary, Wayne Propst:

Signed by:
Signature 6EB4D958A89A432...
Date: 8/21/2025

Chief Financial Officer, Mackie Romero:

DocuSigned by:
Signature 6CA6727E89F840B...
Date: 8/20/2025

Local Government Division Director, Cecilia Mavrommatis:

Signed by: Cecilia Mavrommatis
Signature C7E9C597313E484...
Date: 8/19/2025

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by: George Hypolite
Signature 8F9C3BE14553478...

George Hypolite
(Print Name)

8/21/2025
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

Signed by:
Ikani Taumoepeau
84CCB30FA2524C3...
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

8/14/2025
Date

Fiscal Officer or Chief Financial Officer:

Signed by:
Lesley Doyle
74084C912D40424...
Signature

Lesley Doyle
(Print Name)

Finance Director
(Title)

8/15/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY:

Signed by:
Brad Douglas
9D1BFFBAC708437...
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

8/11/2025
Date

EXHIBIT A – SCOPE OF WORK

Grant Agreement for Safe Haven Baby Boxes

Grantee agrees to use the grant funds solely for expenses directly related to supporting the establishment, enhancement, or maintenance of Safe Haven for Infants infrastructure, including but not limited to:

i. Procurement and Installation or maintenance of baby boxes;
ii. Designation and equipment of safe surrender locations;
iii. Public education and outreach about safe haven options; and/or
iv. Staff training, as necessary to support safe relinquishment procedures

Procurement and Installation:

1. Purchase and installation of one or more Safe Haven Baby Boxes in approved locations, such as fire stations or hospitals with 24-hour staffing.

2. Site preparation, security enhancements, and signage.

Training and Protocols:

1. Development or adoption of response protocols for first responders and facility staff.

2. Training on use, notification procedures, and infant care following surrender.

Public Outreach and Education:

1. Community awareness campaigns explaining the purpose and legality of Safe Haven Baby Boxes.
2. Distribution of brochures, posters, or PSAs in both English and Spanish.

Maintenance and Monitoring:

1. Ongoing costs for box maintenance, inspection, and functionality checks.

2. Staff time or contracted services for compliance and operational monitoring.

Deliverables:

1. Installation of Safe Haven Baby Box(es) by 6/30/2026

2. Submission of written protocol for staff/first responders' response and post-surrender procedure.

3. Public Education Campaign implemented and documented with examples (ads, flyers, event reports).

4. Quarterly Reports on usage (if applicable), inspections, outreach, and any incidents or activations.

5. Final report summarizing project outcomes, challenges, and recommendations.

EXHIBIT B – REPORTING FORM

Grant Reporting Form Safe Haven Infant Drop-Off Grant Program
Agreement Number: _____

Reporting Period:
From: _____/_____/_____
To: _____/_____/_____

Section 1. Project Summary

1. Brief Description of Project Implementation: *(Provide narrative summary of how the funds were used, including types of activities, dates of installation or outreach, and general outcomes achieved.)*

2. Project Timeline: *(Activity, Date State, Date Completed)*

3. Number and Location of Safe Haven Sites Established or Maintained: *(List addresses of facility names where baby boxes or designated drop-off points were implemented)*

Section 2: Budget Report

1. Total Grant Funds Awarded: $20,000.00
2. Total Expenditures: $_____

Expense Category	Description	Amount Spent	Date Paid
Equipment/Installations			
Training			
Outreach Materials			
Other (Specify)			

3. Remaining Balance (If any):
   $_____
   *Attach **all** receipts, invoices, and supporting documentation.*

Section 3: Attachments. Please include: (1) Photos of installed baby boxes or signage; (2) Copies of outreach materials used (flyers, posters, social media posts); (3) Any press releases or media coverage; and/or (4) Training materials, if applicable.

Section 4: Certification. I certify that the information provided in this report is true and correct to the best of my knowledge and that funds were used solely for allowable purposes in accordance with the Agreement.

_____ _____
Authorized Official Signature Date

_____ _____
Printed Name Title

EXHIBIT C - FINAL REPORTING FORM

Grant Program Name: Safe Haven Baby Boxes Grant
Administering Agency: New Mexico Department of Finance and Administration
Due Date: 30 days after grant end date

GRANTEE INFORMATION

a. Organization Name:
b. Grant Agreement Number:
c. Project Contact Name:
d. Phone Number:
e. Email:
f. Reporting Period:
g. From:
h. To:

SECTION 1: PROJECT SUMMARY

1. Please provide a brief summary of the project, including the number and location of installed Safe Haven Baby Boxes.
2. Date(s) of installation and operational start.

SECTION 2: ACTIVITIES AND OUTCOMES

1. Describe staff training conducted, including dates, participants, and content:
2. Outline your public education and outreach efforts
3. Were there any activations or infant surrenders?

Yes No

If yes, please describe the date(s), outcome(s), and any agency response (excluding any identifying information).

SECTION 3: CHALLENGES AND LESSONS LEARNED:

1. What challenges did you face during implementation, if any?
2. What lessons or best practices can you share with other agencies or communities?

SECTION 4: EXPENDITURES AND BUDGET

1. Total Grant Funds Spent:
2. Please attach a final budget summary showing all expenditures
    a. Budget Summary
    b. Receipts/invoices attached (if required by agreements)

SECTION 5: CERTIFICATION

I hereby certify that the information provided in this report is true and accurate to the best of my knowledge and that all expenditures were made in compliance with the grant agreement.

_____ _____
Authorized Official Signature Date

_____ _____
Printed Name Title

EXHIBIT D – PROPOSED BUDGET

Safe Haven Baby Boxes Grant Program

Grantee Name:
Grant Agreement Number:
Grant Period:
Total Proposed Budget:

Budget Category	Description	Amount
1. Equipment and installation	Purchase of Safe Haven Baby Box(es), installation labor, site modifications	$
2. Training & Protocol Development	Staff training sessions, consultant or legal support for policy development	$
3. Public Outreach & Education	Printing of flyers/posters, media ads, community events, translation services	$
4. Program Staffing (if applicable)	Project coordination, part-time staff, fringe benefits	$
5. Maintenance & Monitoring	Routine checks, repairs, system upgrades, monitoring tools	$
6. Administrative/Indirect Costs	(If allowed, max [%]) General admin support, fiscal management	$

26-044

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:**	October 6, 2025
Drafter:	Gaby Prats	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT RECONCILIATIONS VIA BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025-2026 BUDGET.**

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

PURPOSE(S) OF ACTION:
To request grant carryover reconciliation budget adjustments for FY2025-2026.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
City staff has prepared the grant carryover reconciliation budget adjustments for the fiscal year starting July 1, 2025, through June 30, 2026. Adjustments update current grant balances that were carried over from FY2025 to FY2026 to reflect accurate available amounts. The adjustments are based on end of FY2025 actuals, FY2026 current available budget, and remaining grant award amounts.

Exhibit "A", Fund Summaries, documents the beginning balances for FY2026 and the requested adjustment to reflect correct amounts based on FY2025 actuals.

SUPPORT INFORMATION:
Exhibit "A" Fund Summaries

PLAN(S):
Elevate Las Cruces

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

OPTIONS / ALTERNATIVES:
1. Vote “Yes”; this will approve the Resolution and accept the budget adjustments as presented and will adjust the City’s FY2026 budget.
2. Vote “No”; this will not approve the Resolution not accept the budget adjustments as presented and will not adjust the City’s FY2026 budget.
3. Vote to “Amend”; this may delay the process of spending the funds within the predetermined funding schedule and requires direction to staff.
4. Vote to “Table”; this will impact the City’s ability to utilize grant funds and may impact programs, services, and ongoing construction.

RESOLUTION 26-044

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT RECONCILIATIONS VIA BUDGET ADJUSTMENTS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2025-2026 BUDGET.

The City Council is informed that:

WHEREAS, City staff members have prepared grant carryover reconciliation budget adjustments for the fiscal year starting July 1, 2025 through June 30, 2026; and

WHEREAS, the grant carryover reconciliation includes adjustments that will update current grant balances to reflect accurate available amounts. The adjustments are based on end of FY2025 actuals, FY2026 current available budget, and remaining grant award amounts; and

WHEREAS, these adjustments are solely requested for already approved grant awards.

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

(I)

THAT the Fund Summaries as indicated in Exhibit "A", attached hereto and made a 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 2025-26

	2100 SPECIAL REVENUE REIMB GRANTS 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 249,231	0	0	249,231
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	182,000	182,000	0	182,000
Federal Grants	9,229,523	9,871,991	(765,756)	9,106,235
State Grants	4,573,536	18,064,465	(77,056)	17,987,409
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	**13,985,059**	**28,923,456**	**(842,812)**	**28,080,644**
TOTAL RESOURCES	**$ 14,234,290**	**28,923,456**	**(842,812)**	**28,329,875**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,768,725	17,337,019	(1,698,721)	15,638,298
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,956,852	(706,665)	1,250,187
Las Cruces Fire Department	568,628	1,388,628	(35,784)	1,352,844
Utilities	194,431	194,431	0	194,431
Economic Development	2,869,028	2,869,028	0	2,869,028
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	144,821	1,144,821	0	1,144,821
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	512,694	1,172,173	(23,307)	1,148,866
Parks & Recreation	446,219	910,610	(76,546)	834,064
Community Development	400,000	400,000	0	400,000
Quality of Life	1,447,022	1,248,000	0	1,248,000
Public Works	51,638	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 13,985,058**	**28,673,200**	**(2,541,023)**	**26,132,177**
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	**$ 249,232**	**250,256**	**1,698,211**	**2,197,698**

CITY OF LAS CRUCES ***Exhibit "A"***

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	4100 CAPITAL PROJECTS REIMB GRANTS 2025-26			
	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	3,733,290	6,487,854	573,917	7,061,771
State Grants	21,868,273	24,966,996	(2,135,066)	22,831,930
Local Grants	0	0	107,777	107,777
Debt Service	0	0	0	0
Total Revenues	**25,601,563**	**31,454,850**	**(1,453,372)**	**30,001,478**
TOTAL RESOURCES	**$ 25,601,563**	**31,454,850**	**(1,453,372)**	**30,001,478**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	8,252,886	(282,779)	7,970,107
Legal	0	0	0	0
Las Cruces Police Department	154,751	154,751	145,431	300,182
Las Cruces Fire Department	159,338	159,338	(73,894)	85,444
Utilities	0	0	0	0
Economic Development	1,710,644	2,428,631	(16,267)	2,412,364
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 Manager-500	0	0	0	0
Parks & Recreation	3,454,531	4,866,635	346,420	5,213,055
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,467	15,592,609	(1,572,284)	14,020,325
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 25,601,563**	**31,454,850**	**(1,453,372)**	**30,001,478**
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 2025-26

	4106 PUBLIC PARK DEVELOPMENT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 5,430,771	0	0	5,430,771
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	1,440,622	1,440,622	0	1,440,622
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	**1,440,622**	**1,440,622**	**0**	**1,440,622**
TOTAL RESOURCES	**$ 6,871,393**	**1,440,622**	**0**	**6,871,393**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	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 Manager-500	0	0	0	0
Parks & Recreation	5,652,921	5,666,250	(1,160,987)	4,505,263
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	**$ 5,652,921**	**5,666,250**	**(1,160,987)**	**4,505,263**
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	**$ 1,218,472**	**(4,225,628)**	**1,160,987**	**2,366,130**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	4202 GRT STREET MAINTENANCE 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 10,422,534	0	0	10,422,534
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	**$ 10,422,534**	**0**	**0**	**10,422,534**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	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 Manager-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	9,918,488	12,348,108	1,529	12,349,637
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 9,918,488**	**12,348,108**	**1,529**	**12,349,637**
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	**$ 5,004,046**	**(7,848,108)**	**(1,529)**	**2,572,897**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5010 AIRPORT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 567,046	0	0	567,046
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	71,400	71,400	0	71,400
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	109,754	109,754	0	109,754
Federal Grants	246,480	246,480	(21,290)	225,190
State Grants	3,595,422	4,595,422	1,934	4,597,356
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**4,023,056**	**5,023,056**	**(19,356)**	**5,003,700**
TOTAL RESOURCES	**$ 4,590,102**	**5,023,056**	**(19,356)**	**5,570,746**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	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	5,298,483	6,298,483	(23,177)	6,275,306
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 Manager-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	**$ 5,298,483**	**6,298,483**	**(23,177)**	**6,275,306**
Other Resources				
Operating Transfers In	713,000	713,000	0	713,000
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 713,000**	**713,000**	**0**	**713,000**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 4,619**	**(562,427)**	**3,821**	**8,440**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5450 WASTEWATER CAPITAL IMPROVEMENT 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 1,450,809	0	0	1,450,809
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	70,000	70,000	0	70,000
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	212,398	212,398	(100,000)	112,398
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**282,398**	**282,398**	**(100,000)**	**182,398**
TOTAL RESOURCES	**$ 1,733,207**	**282,398**	**(100,000)**	**1,633,207**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	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	3,838,708	3,838,708	(100,000)	3,738,708
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 Manager-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	**$ 3,838,708**	**3,838,708**	**(100,000)**	**3,738,708**
Other Resources				
Operating Transfers In	2,105,501	2,105,501	0	2,105,501
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 2,105,501**	**2,105,501**	**0**	**2,105,501**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 0**	**(1,450,809)**	**0**	**0**

26-045

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:**	October 6, 2025
Drafter:	Enedelia Vitolas	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RUSH TRUCK CENTER OF NEW MEXICO, INC. OF ALBUQUERQUE, NEW MEXICO VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 31-00000-22-00009AY FOR A POSSIBLE TERM THROUGH JANUARY 8, 2027 IN AN AMOUNT NOT TO EXCEED $2,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-034).**

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

PURPOSE(S) OF ACTION:

To authorize an existing contract purchase agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) Fleet Services program (Fleet) is responsible for the maintenance and repair of City-owned heavy-duty vehicles, trailers, and equipment. Fleet heavy-duty vehicles are classified as any passenger cars, sports utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more. Fleet currently purchases heavy-duty parts and labor for these units from Rush Truck Center of NM, Inc. of Albuquerque, New Mexico.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for efficient and cost-effective procurement of goods and services to meet the City's operational needs.

Rush Truck Center of NM, Inc. (Rush) provides reduced pricing based on New Mexico State Purchasing Division contract no. 31-00000-22-00009AY, for a possible term through January 8, 2027. Fleet estimates yearly purchases will exceed the $100,000 threshold, which requires City Council approval, and is requesting authorization to contract with Rush in an amount not to exceed $2,000,000 plus applicable taxes annually, subject to approved budget appropriations.

SUPPORT INFORMATION:

Exhibit "A" 25-26-034_ECPA_Rush

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an existing contract purchase agreement for the purchase of heavy duty parts and labor with Rush Truck Center of New Mexico Inc, of Albuquerque, New Mexico in an amount not to exceed of $2,000,000, plus applicable taxes, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively impact City operations.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the purchase of heavy duty parts and labor, which could negatively impact City operations.

RESOLUTION 26-045

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RUSH TRUCK CENTER OF NEW MEXICO, INC. OF ALBUQUERQUE, NEW MEXICO VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 31-00000-22-00009AY FOR A POSSIBLE TERM THROUGH JANUARY 8, 2027 IN AN AMOUNT NOT TO EXCEED $2,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-034).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services Section (Fleet) is responsible for the maintenance and repair of City vehicles, trailers and equipment, including Fleet heavy duty vehicles are classified as any passenger cars, sport utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs; and

WHEREAS, Rush Truck Center Of NM, INC. provides reduced pricing based on New Mexico Purchasing Division Contract No. 31-00000-22-00009AY; and

WHEREAS, the City is requesting to enter into an existing contract price agreement utilizing New Mexico Purchasing Division Contract No. 31-00000-22-00009AY.

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

(I)

THAT the City is authorized to purchase heavy duty parts and supplies under Existing Contract Purchase Agreement 25-26-034, as shown in Exhibit "A" attached hereto and made part of this resolution, in an amount not to exceed $2,000,000, plus applicable taxes, subject to approved budget appropriations.

(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

25-26-034
Heavy Duty
Parts & Labor

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 31-00000-22-00009AY

HEAVY DUTY PARTS & LABOR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 31-00000-22-00009AY, ITB No. 31-00000-22-00009 dated January 09, 2023, between the NMSPD and RUSH TRUCK CENTER OF NM INC (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of _____, 2025, 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 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 31-00000-22-00009AY, 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 NMSPD Contract No. 31-00000-22-00009AY.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 31-00000-22-00009AY. Cost of delivered product / 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.

RUSH TRUCK CENTER OF NM INC

BY: _____
Freddy Navarrette III
Branch Manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

08/19/2025
City Attorney

Attachment A

Docusign Envelope ID: EC89ACB4-9220-4535-B8A3-F42C0157089F

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
20 Vendors

Number**: 31-00000-22-00009**

Amendment No.**: Seven**

Term**: January 9, 2025 – January 8, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist**: Jessica Chavez** JC

Telephone No.**: (505) 500-9824**

Email: **jessica.chavez@gsd.nm.gov**

Title**: Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

This amendment is to be attached to the respective Price Agreement and become a part thereof. In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 9, 2025 to January 8, 2026 at the same price, terms and conditions.

The following Vendors did not extended
(AE) Century Equipment Rental, (AI) Firefighter Trucks, Inc, (AJ) First Transit, Inc., (AN) M and M Industries, Inc., (AV) Power Equipment Company, (AX) Roadrunner Transmission Inc., (BA) Wagner Equipment Company.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 2/13/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

docusign

Certificate Of Completion

Envelope Id: EC89ACB4-9220-4535-B8A3-F42C0157089F
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Jessica Chavez
1100 S Saint Francis Dr
Santa Fe, NM 87502
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/7/2025 9:10:48 AM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/7/2025 9:12:07 AM Viewed: 2/10/2025 7:09:38 AM Signed: 2/10/2025 7:09:43 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/10/2025 7:09:44 AM Viewed: 2/13/2025 8:12:20 AM Signed: 2/13/2025 8:12:41 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/13/2025 8:12:42 AM Viewed: 2/13/2025 8:17:53 AM Signed: 2/13/2025 8:18:04 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2025 9:12:07 AM
Certified Delivered	Security Checked	2/13/2025 8:17:53 AM
Signing Complete	Security Checked	2/13/2025 8:18:04 AM
Completed	Security Checked	2/13/2025 8:18:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
20 Vendors

Number: **31-00000-22-00009**

Amendment No.: **Six**

Term: **January 9, 2025 – January 8, 2026**

JC

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Jessica Chavez**

Telephone No.: **(505) 500-9824**

Email: **jessica.chavez@gsd.nm.gov**

Title: **Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 9, 2025 to January 8, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 1/8/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

docusign

Certificate Of Completion

Envelope Id: CFD14463-C5A2-4A85-8DBA-28DAACF41A06 Status: Completed

Subject: Please DocuSign: SPD SPA 31-00000-22-00009 Highway and Off-Road Heavy Equipment A006

Source Envelope:

Document Pages: 1 Signatures: 1 Envelope Originator:

Certificate Pages: 5 Initials: 2 Jessica Chavez

AutoNav: Enabled 1100 S Saint Francis Dr

EnvelopeId Stamping: Enabled Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada) jessica.chavez@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original Holder: Jessica Chavez Location: DocuSign

1/8/2025 3:46:42 PM jessica.chavez@gsd.nm.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: General Services Department Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	VL Signature Adoption: Pre-selected Style Using IP Address: 174.56.33.58	Sent: 1/8/2025 3:49:28 PM Viewed: 1/8/2025 3:52:17 PM Signed: 1/8/2025 3:52:22 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/8/2025 3:52:23 PM Viewed: 1/8/2025 3:52:41 PM Signed: 1/8/2025 3:52:44 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/8/2025 3:52:45 PM Viewed: 1/8/2025 4:38:15 PM Signed: 1/8/2025 4:38:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/8/2025 3:49:28 PM
Certified Delivered	Security Checked	1/8/2025 4:38:15 PM
Signing Complete	Security Checked	1/8/2025 4:38:21 PM
Completed	Security Checked	1/8/2025 4:38:21 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

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G. To advise SPD of your new email address

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H. To request paper copies from SPD

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I. To withdraw your consent with SPD

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

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By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000135408
MCT, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Contact: Fermin Maes
Email: fmaes@mct-ind.com
Telephone No.: (505) 345-8651

Number: **31-00000-22-00009**

Amendment No.: **Five**

Term: **January 9, 2023- January 8, 2025**

JC

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Jessica Chavez**

Telephone No.: **(505) 500-9824**

Email: **jessica.chavez@gsd.nm.gov**

Title: **Highway and Off-Road Heavy Equipment and Truck Repair (Parts and Labor)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Correct Vendor Name (AQ) MCT, Inc:

From:	**To:**
0000135408	**0000135408**
MCT Industries, Inc.	**MCT, Inc.**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 12/4/2024

Dorothy Mendonca
New Mexico State Purchasing Agent
x **This Agreement was signed on behalf of the State Purchasing Agent**

Docusign Envelope ID: AD52D731-B5F0-4CC9-AD7E-66A2487E9F94

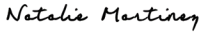
docusign

Certificate Of Completion

Envelope Id: AD52D731B5F04CC9AD7E66A2487E9F94
Status: Completed
Subject: Please DocuSign: SPD SPA 31-00000-22-00009 Highway and Off Road Heavy Equipment A005
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Jessica Chavez
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
12/4/2024 8:51:17 AM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/4/2024 8:54:03 AM Viewed: 12/4/2024 8:54:28 AM Signed: 12/4/2024 8:54:32 AM
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/4/2024 8:54:34 AM Viewed: 12/4/2024 9:01:01 AM Signed: 12/4/2024 9:01:06 AM
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 174.238.230.147	Sent: 12/4/2024 9:01:08 AM Viewed: 12/4/2024 9:34:11 AM Signed: 12/4/2024 9:34:19 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2024 8:54:03 AM
Certified Delivered	Security Checked	12/4/2024 9:34:11 AM
Signing Complete	Security Checked	12/4/2024 9:34:19 AM
Completed	Security Checked	12/4/2024 9:34:19 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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B. Obtaining paper copies

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C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

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G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

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- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Docusign Envelope ID: 5F7A9857-B888-4C80-8CF3-9F693734A7C8

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000135408
MCT Industries, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Contact: Fermin Maes
Email: fmaes@mct-ind.com
Telephone No.: (505) 345-8651

Number: **31-00000-22-00009**

Amendment No.: **Four**

Term: **January 9, 2023- January 8, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Jessica Chavez** JC

Telephone No.: **(505) 500-9824**

Email: **jessica.chavez@gsd.nm.gov**

Title: **Highway and Off-Road Heavy Equipment and Truck Repair (Parts and Labor)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Correct Vendor ID for Vendor (AQ) MCT Industries, Inc:

From:	**To:**
0000046837	**0000135408**
MCT Industries, Inc.	**MCT Industries, Inc.**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 11/22/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: 5F7A9857B8884C808CF39F693734A7C8
Status: Completed
Subject: Please DocuSign: SPD SPA 31-00000-22-000009 Highway and Off Road Heavy Equipment A004
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Jessica Chavez
1100 S Saint Francis Dr
Santa Fe, NM 87502
jessica.chavez@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
11/21/2024 3:17:41 PM
Holder: Jessica Chavez
jessica.chavez@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/21/2024 3:18:56 PM Viewed: 11/21/2024 3:20:34 PM Signed: 11/21/2024 3:20:46 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/21/2024 3:20:47 PM Viewed: 11/21/2024 3:21:23 PM Signed: 11/21/2024 3:21:28 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/21/2024 3:21:30 PM Viewed: 11/22/2024 6:48:55 AM Signed: 11/22/2024 6:48:59 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/21/2024 3:18:56 PM
Certified Delivered	Security Checked	11/22/2024 6:48:55 AM
Signing Complete	Security Checked	11/22/2024 6:48:59 AM
Completed	Security Checked	11/22/2024 6:48:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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G. To advise SPD of your new email address

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H. To request paper copies from SPD

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

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- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BC) 0000179104
Dyson Ventures IHW LLC
dba Iron Horse Welding LLC
5024 Broadway Blvd SE
Albuquerque, NM 87105

Contact: Frederick Dyson
Email: fred@dysonventures.com
Telephone No. (843) 263-5022

Number**: 31-00000-22-00009**

Amendment No.**: Three**

Term**: January 9, 2023 – January 8, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist**: Karen G. Acosta Gonzalez** KGA

Telephone No.**: (505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title**: Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Name Change for Vendor (AL) Allen Grisham:

From:	**To:**
(AL) 0000042790	**(BC) 0000179104**
Iron Horse Welding, LLC	**Dyson Ventures IHW LLC**
PO Box 1521	**dba Iron Horse Welding LLC**
Peralta, NM 874042	**5024 Broadway Blvd SE**
	Albuquerque, NM 87105

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 4/15/2024

Dorothy Mendonca
New Mexico State Purchasing Agent
x **This Agreement was signed on behalf of the State Purchasing Agent**

MS

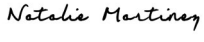
DocuSign

Certificate Of Completion

Envelope Id: 2C25D05455C7410EB31B4AD18CA70972
Status: Completed
Subject: Amendment 31-00000-22-00009 Highway and Off Road Heavy Equipment
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Karen G Acosta
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Karen.Acosta-Gonzal@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/11/2024 5:15:54 PM
Holder: Karen G Acosta
Karen.Acosta-Gonzal@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/11/2024 5:18:23 PM Viewed: 4/12/2024 7:25:08 AM Signed: 4/12/2024 7:25:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Karen G Acosta karen.acosta-gonzal@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/12/2024 7:25:16 AM Viewed: 4/15/2024 7:40:23 AM Signed: 4/15/2024 7:40:26 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Natalie Martinez Natalie.Martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/15/2024 7:40:27 AM Viewed: 4/15/2024 8:22:47 AM Signed: 4/15/2024 8:22:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2024 5:18:23 PM
Certified Delivered	Security Checked	4/15/2024 8:22:47 AM
Signing Complete	Security Checked	4/15/2024 8:22:52 AM
Completed	Security Checked	4/15/2024 8:22:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

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G. To advise SPD of your new email address

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

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https://support.docusign.com/guides/signer-guide-signing-system-requirements

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By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

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- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
27 Vendors

Number: **31-00000-22-00009**

Amendment No.: **Two**

Term: **January 9, 2023 – January 8, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Karen G. Acosta Gonzalez** KGA

Telephone No.: **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@gsd.nm.gov**

Title: **Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 9, 2024 to January 8, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 1/9/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign

Certificate Of Completion

Envelope Id: B1AAB0C7EBA34253801F74073FA336DC
Status: Completed
Subject: 31-00000-22-00009 Highway and Off Road Heavy Equipment
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Karen G Acosta
1100 S Saint Francis Dr
Santa Fe, NM 87502
Karen.Acosta-Gonzal@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
1/9/2024 1:56:31 PM
Holder: Karen G Acosta
Karen.Acosta-Gonzal@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez Natalie.Martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/9/2024 1:57:47 PM Viewed: 1/9/2024 2:34:34 PM Signed: 1/9/2024 2:34:37 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Karen G Acosta Gonzalez Karen.Acosta-Gonzal@gsd.nm.gov Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/9/2024 2:34:38 PM Viewed: 1/9/2024 2:35:06 PM Signed: 1/9/2024 2:35:16 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 73.242.198.163	Sent: 1/9/2024 2:35:18 PM Viewed: 1/9/2024 3:58:22 PM Signed: 1/9/2024 3:58:24 PM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2024 1:57:47 PM
Certified Delivered	Security Checked	1/9/2024 3:58:22 PM
Signing Complete	Security Checked	1/9/2024 3:58:24 PM
Completed	Security Checked	1/9/2024 3:58:24 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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C. Withdrawing your consent

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E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

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G. To advise SPD of your new email address

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H. To request paper copies from SPD

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I. To withdraw your consent with SPD

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BB)0000172231
Rays Truck Service 54 LLC
dba Rays Truck Service
1808 Mountain Road
Tucumcari, NM 88401-4301

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Number**: 31-00000-22-00009**

Amendment No.**: One**

Term**: January 9, 2023 – January 8, 2024**

Procurement Specialist**: Tami Concha** JC

Telephone No.**: (505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Title**: Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Update Vendor Information:

From:	**To:**
(AW) 0000048074	**(BB) 0000172231**
Rays Truck Service Inc	**Rays Truck Service 54 LLC**
Contact: Bret Block	**Contact: Pat Mangat**
Email: RTSTucumcari@yahoo.com	**Email: raystruckservice54@gmail.com**
Telephone: (575) 461-3077	**Telephone: (559) 260-7530 or (575) 461-3077**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Acting New Mexico State Purchasing Agent

Date: 3/15/2023

DocuSign

Certificate Of Completion

Envelope Id: 8A9BEA53230F4E63B50011570E97FED2
Status: Completed
Subject: Please DocuSign: 31-00000-22-00009 Highway and Off Road A001
Source Envelope:
Document Pages: 1 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Tami Concha
1100 S Saint Francis Dr
Santa Fe, NM 87502
Tami.Concha@gsd.nm.gov
IP Address: 174.56.109.88

Record Tracking

Status: Original
3/15/2023 10:14:57 AM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/15/2023 10:23:08 AM Viewed: 3/15/2023 10:23:49 AM Signed: 3/15/2023 10:23:54 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tami Concha tami.concha@gsd.nm.gov Procurement Specialist II New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	JC Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88	Sent: 3/15/2023 10:23:55 AM Viewed: 3/15/2023 10:24:20 AM Signed: 3/15/2023 10:24:26 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/15/2023 10:24:27 AM Viewed: 3/15/2023 10:25:12 AM Signed: 3/15/2023 10:25:23 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/15/2023 10:23:08 AM
Certified Delivered	Security Checked	3/15/2023 10:25:12 AM
Signing Complete	Security Checked	3/15/2023 10:25:23 AM
Completed	Security Checked	3/15/2023 10:25:23 AM

Payment Events	Status	Timestamps

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H. To request paper copies from SPD

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To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor: **27 Awarded Vendors; see page 6-10 for detail**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at Time of Order**

Price Agreement Number**:** **31-00000-22-00009**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **As Requested**

Procurement Specialist**:** **Tami Concha** JC

Telephone No.**:** **(505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Title**:** **Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

Term**:** **January 9, 2023 – January 8, 2024**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Acting New Mexico State Purchasing Agent

Date: 1/10/2023

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Awarded Vendors:

(AA) 0000143288
411 Equipment
1815 4th Street NW
Albuquerque, NM 87102
Pete Marquez (505) 242-1411
bui@411equipment.com for parts orders
mmarquez@411equipment for service requests
jrmarquez@411equipment for all other

Payment Term: Net 30

Delivery: All Parts and Service jobs will be quoted on an individual basis. Labor is 72 hours

(AB) 0000050909
Action Hose & Hydraulics Inc.
3315 Stanford Dr NE
Albuquerque, NM 87107
Andrew Ortiz (505) 880-8500
sales@actionhoseinc.com

Payment Term: Net 30 days

Delivery: FOB Destination

(AC) 0000047770
Albuquerque Motor Company
dba Melloy Dodge
9621 Coors Blvd NW
Albuquerque, NM 87114
Jason Sanchez (505) 843-9600
servicemanager@melloydodge.com

Payment Term: Net 30

Delivery: none

(AD) 0000054961
Bruckner Truck Sales, Inc.
dba Bruckner Truck & Equipment
8101 Daytona Rd NW
Albuquerque, NM 87121
Evan Smith (505) 839-5900
esmith@brucknertruck.com

Payment Term: N30 w Corporate Billing Acct

Delivery: As requested

(AE) 0000092769
Century Equipment Rental
dba Century Equipment Company
6301 Edith Blvd NE
Albuquerque, NM 87107
Charles Keller (505) 433-2246
charles.keller@centuryeq.com

Payment Term: Net 30

Delivery: As Requested

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(AF) 0000045857
Clark Truck Equipment Co
PO Box 3483
Albuquerque, NM 87190
Kevin Stacey (505) 880-8222
kevin@cte-nm.com

Payment Term: Net 30

Delivery: As Requested

(AG) 0000094627
Construction Truck Equipment, LLC
PO Box 16020
Albuquerque, NM 87191
David Frederick (505) 292-8018
dfrederick747@gmail.com

Payment Term: Net 30

Delivery: As Required

(AH) 0000131996
Cummins Inc
dba Cummins Sales and Service
P.O. Box 912138
Denver, CO 80291
Garrett Phillips (505) 247-2441
garrett.phillips@cummins.com

Payment Term: Net 30

Delivery: FOB Destination

(AI) 0000169914
Firefighter Trucks INC.
P.O. Box 1196
Fairacres, NM 88033
Jeff Wood (575) 523-0755
jw@firefighterrucks.net

Payment Term: Net 30

Delivery: As Requested

(AJ) 0000169845
First Transit, Inc.
dba First Vehicle Services, Inc
600 Vine Street STE 1400
Cincinnati, OH 45202
Todd Johnson (281) 932-5481
todd.johnson@firstgroup.com

Payment Term: Net 30

Delivery: N/A

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(AK) 0000048410
Hal Burns Truck & Equipment Service
14 Camino Charro
Santa Fe, NM 87507
David Burns (505) 471-1671
david@halburns.com

Payment Term: Net 30

Delivery: As Requested

(AL) 0000042790
Iron Horse Welding, LLC
PO Box 1521
Peralta, NM 87042
Allen Grisham (505) 873-4008
ironhorsewelding@msn.com

Payment Term: Net 30

Delivery: unknown

(AM) 0000099062
LJ Pacheco Auto LLC
P.O. Box 363
Mora, NM 87732
Lesley Pacheco (575) 387-6444
lj2000_pacheco@yahoo.com

Payment Term: Net 30

Delivery: 10 days upon receipt of vehicle

(AN) 0000052205
M and M Industries Inc
PO Box 90473
Albuquerque, NM 87199
Edward McLain Jr. (505) 890-4029
mmhydraulicsorg@yahoo.com

Payment Term: Net 30

Delivery: 567 Comanche Lane NE
Albuquerque, NM 87107

(AO) 0000102368
MAC Hydraulic & Lubrication LLC
3515 Princeton Dr. NE
Albuquerque, NM 87107
Wayne MacLeod (505) 884-1515
machydraulic@gmail.com

Payment Term: Net 30

Delivery: As Requested

(AP) 0000046552
MCBRIDES INC
1010 2nd St NW
Albuquerque, NM 87102
Warren Wild (505) 242-2174
McbridesInc@gmail.com

Payment Term: Net 30

Delivery: UPS/FedEx/Keynote

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State of New Mexico
General Services Department
Purchasing Division
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(AQ) 0000046837
MCT Industries Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109
Fermin Maes (505) 345-8651
fmaes@mct-ind.com

Payment Term: Net 30

Delivery: MCT, Inc. Albuquerque NM 87109

(AR) 0000155141
Parts Authority, LLC
PO Box 748957
Los Angeles, CA 90074
(505) 341-7000
FleetNM@partsauthority.com

Payment Term: Net 30

Delivery: 3 times per day or more

(AS) 0000051051
Performance Tool & Equipment Inc
3300 2nd Street NW Suite A1
Albuquerque, NM 87107
Eddie Gutierrez (505) 345-5038
eddie@perftool.com

Payment Term: Net 30

Delivery: We deliver throughout the entire state of New Mexico

(AT) 0000048977
Pete's Equipment Repair, Inc.
1412 Broadway Blvd NE
Albuquerque, NM 87102
Pete Marquez (505) 242-6969
pmarquez@petesequip.com

Payment Term: Net 30

Delivery: Immediate Delivery on Stock Items.
120 Days non stock items

(AU)0000126538
Powell Tire Company
2007 SE Main St
Roswell, NM 88203
Tyler Powell (575) 624-0720
powelltire@yahoo.com

Payment Term: Net 30

Delivery: 2007 SE Main St,
Roswell, NM 88203

(AV) 0000073697
Power Equipment Company
721 Candelaria NE
Albuquerque, NM 87107
Andy Remmo (505) 345-7811
bstats@power-equip.com

Payment Term: Net 30

Delivery: Variable

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

(AW) 0000048074
Ray's Truck Service Inc.
1808 Mountain Road
Tucumcari, NM 88401
Bret Block (575) 461-3077
RTSTucumcari@yahoo.com

Payment Term: Net 30

Delivery: 1808 Mountain Road
Tucumcari, NM 88401

(AX) 0000089920
Roadrunner Transmission Inc
232 Old Coors Drive SW
Albuquerque, NM 87121
Maxemiliano Padilla (505) 836-6029
232RoadrunnerTrans@gmail.com

Payment Term: Net 30

Delivery: 5-30 Days depending on parts availability

(AY) 0000043931
Rush Truck Centers of New Mexico, Inc
6521 Hanover Road NW
Albuquerque, NM 87121
Kevin Walker (505) 839-3600
walkerk@rushenterprises.com

Payment Term: Net 30

Delivery: As Requested

(AZ) 0000048700
US Distributing Inc
3700 Rutledge NE STE B
Albuquerque, NM 87109
Steward Case (505) 884-2141
stewart@usdparts.com

Payment Term: Net 30

Delivery: Albuquerque Metro - 1 hour delivery
Statewide - Next Day

(BA) 0000045306
Wagner Equipment Co.
700 Wagner Ct. NE
Albuquerque, NM 87105
(505) 345-8411

Payment Term: Net 30-days

Delivery: Parts, Sales & Service Albuquerque, NM
Other Service Locations in New Mexico:
Las Cruces, Bloomfield, & Hobbs, Including Durango, CO & El Paso, TX

Service Manager: Time Eldred: eldred_timothy@wagnerequipment.com
Heather Price; Service/Field Service: price_heather@wagnerequipment.com
Product Support Manager: Tony Rodriguez, rodriguez_joe@wagnerequipment.com
Parts Manager, Kyle Warner, kwarner@wagnerequipment.com

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Specifications:
The State of New Mexico wishes to establish a Statewide Price Agreement for performing preventive maintenance, mechanical repairs, parts procurement, component/attachment repairs, materials and/or labor on highway and off road heavy equipment and trucks over 19,000 pounds GVWR. (**Automotive, passenger or light trucks excluded**)

This price agreement shall be established as a source and convenience to the User Agencies. It is the responsibility of the user to utilize this Price Agreement in the best interest of the State of New Mexico. Therefore multiple awards shall be made to serve the best interests of the user agency(ies) and to serve all geographical locations in the state.

This agreement authorizes the procurement of all repairs, parts, materials and/or labor that are necessary for the repair and maintenance of highway and off road heavy equipment and trucks.

The awarded vendor shall comply with all of the terms and conditions contained herein and shall hereby made part of this Price Agreement. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized themselves with and understands the conditions under which this price agreement shall be performed. No letter or stipulation submitted with a bid shall alter the terms and conditions of this agreement.

Notwithstanding the existence of this price agreement, the State of New Mexico and/or its political sub-divisions reserve the right to order any items(s) required for emergency purpose from any party who can deliver such item(s) to meet the requirements of the Agency, without waiving or voiding any of the terms of this agreement.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Escalation/De-escalation Clause:
In the event of a product cost increase, an escalation request will be reviewed by this office and approved by State Purchasing on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

1) Agreement Item Number
2) Current Item Price
3) Proposed New Price
4) Percentage of Increase
5) Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase

For escalations, awarded vendor must also supply a current Letter from the Manufacturer addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.

Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

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Multiple Awards:
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

Quantities Service:
The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work: the State does not guarantee any amount of work. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

Payment Methods:
Each unit repaired/serviced shall be identified and referenced in the invoice by:

- Fixed asset number (fa) visible on each unit in large black font (if applicable)
- Serial/VIN number
- Make/model, beginning/ending mileage and/or hours

One invoice per unit repaired unless otherwise requested.

Tax Note:
Gross receipts tax applies to labor only. Tax shall not be applied to parts or materials furnished. Price shall not include state gross receipts or local tax. Tax shall be added to the invoice at current rates as a separate item to be paid by users.

Prices listed herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, insurances, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices listed herein shall include an amount sufficient to cover such costs.

Warranties:
All installed components and parts shall be covered under the standard manufacturer's warranty.

Delivery:
Delivery of parts/components shall be F.O.B. vendor's place of business user Agency locations or district locations within the state of New Mexico.

Bidding Information:
The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

Materials/Equipment:
Highway and off road heavy equipment shall be defined as:

- Trucks over 19,000 lbs. GVWR on and off highway type as well as all components and attachments
- On and off highway, construction, maintenance and repair type tools and equipment. This will include fixed and mobile units as well as all components and attachments.

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Minimum Requirements:

Each bid will include the Bidder's percentage discount from published list prices on parts. Bidder must include all rates as requested in Items List of this solicitation. **Additional items added by Bidders are prohibited and will not be accepted, evaluated or awarded.**

Parts shall be billed at the discounted percentage price offered by the Vendor. Cost for parts, supplies and materials shall be itemized and priced separately on each invoice. Quotes and invoices shall indicate the list price and the discounted price for parts. Any additional costs associated with freight and handling charges for parts will be indicated on quotes and invoices as well, and will require prior authorization from the procuring entity.

All successfully awarded vendors(s) must ensure prior to any work being performed, be professionally diagnosed. Repairs and/or adjustments shall be performed only by factory trained and/or certified technicians/welders.

All repairs shall be completed within fifteen (15) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within fifteen (15) working days and failure to receive approval for time extension, the bidder may be penalized for late repair charges of $25.00 per unit per day. All repairs shall be performed at the Vendor's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the Agencies' responsibility.

Vendors bidding are cautioned, they must inform and ensure the Agency of their capability to provide the services they are offering. Vendors lacking the above may have their bid rejected or contract cancelled.

The Agencies reserve the right to inspect and return any or all part(s), accessory(ies), assembly(ies), or sub-assembly(ies) replaced or repaired equipment. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the Agency. Rebuilt assemblies must have prior approval in order to be used in the repair of equipment from the ordering Agency. With approval, the standard industry practice and the rebuilt assembly or sub-assembly shall carry the same warranty by the manufacturer or re-manufacturer as a new assembly or subassembly.

Any part(s) removed during the rebuild or repair of equipment are the property of the state and shall be returned upon Agency request, unless a replacement part price is predicated upon an exchange basis with the part replaced.

Awarded vendor(s) shall be required to provide an itemized list of all parts and labor hour costs as part of an estimate for the needed repairs. Such an estimate shall be provided at no charge if it can be performed without excessive teardown time. Estimates which require teardown must have prior authorization (purchasing document) to commencing teardown.

Awarded vendor(s) shall maintain detailed, complete and accurate accounting records on all repair work orders. When applicable, all labor charges on the invoice shall be broken down to indicate the number of hours consumed in performing specific repair tasks.

All costs for repairs or parts for work authorized will be paid in full. For chargers other than the approved work will not be compensated. It is the Vendors responsibility to receive approval from the Agency, for all equipment/parts/repairs.

Any repair or servicing, which requires fluid (motor oil, coolant, transmission, hydraulic, differential) draining/replacement must be replaced with new OEM equivalent. **Reusing used fluids is prohibited.**

Towing Fee

Towing Charges may not exceed the tariff amounts listed within the New Mexico Statewide Wrecker Tariff, as governed by PRC. https://www.nm-prc.org/transportation/information-for-consumers/

***** End of Specifications*****

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Items:

Item	Approx. Qty.	Article and Description	Percentage Discount	Awarded Vendor
1	**1**	**Parts - Discount off Vendors' most current list price**		
		0% discount off MSRP	0%	**(AA)**
			20%	**(AB)**
			10%	**(AC)**
		Delivery estimate based on part being in stock If not in stock time will vary depending on availability.	10%	**(AD)**
			0%	**(AE)**
			10%	**(AG)**
		Cummins Genuine Parts only	14%	**(AH)**
			0%	**(AI)**
		Off OEM list price	20%	**(AJ)**
			10%	**(AK)**
			7.5%	**(AM)**
		Depends on receipt of equipment and parts availability	10%	**(AN)**
			25%	**(AO)**
			15%	**(AP)**
		Parts are 50 % off MSRP and are usually in stock, if a part needs to be ordered, delivery after order depends on the Vendor - We cannot list every part we sell, it is in excess, a parts Vendor list has been attached.	50%	**(AQ)**
		50% off of list price on parts only	50%	**(AR)**
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Stertil Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers. Parts 15% discount off the manufacturer's most current list price.	15%	**(AS)**
		Immediate Delivery on Stock Items. 120 Days for Non Stock Items	0%	**(AT)**
		5% Discount off of all parts	5%	**(AU)**
			0%	**(AV)**
			10%	**(AW)**
			5%	**(AX)**
			10%	**(AY)**
		Albuquerque Metro - 1-2 hours Santa Fe - 2 deliveries daily, Statewide - Next Day	35%	**(AZ)**
		No discount offered or implied	0%	**(BA)**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
2	**1**	**Labor - Shop Rate - Highway Trucks**		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/ Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	$175.00	**(AA)**
			$85.00	**(AB)**
			$135.95	**(AC)**
			$183.00	**(AD)**
			$125.00	**(AE)**
			$90.00	**(AF)**
			$125.00	**(AG)**
			$159.30	**(AH)**
			$155.00	**(AI)**
			$120.00	**(AJ)**
			$165.00	**(AK)**
			$145.00	**(AL)**
			$160.00	**(AM)**
		Depends on receipt of equipment and parts availability	$115.00	**(AN)**
		delivery as requested	$110.00	**(AO)**
			$115.22	**(AP)**
			$125.00	**(AQ)**
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	$140.00	**(AT)**
			$125.00	**(AU)**
			$110.00	**(AW)**
		Unit Price plus parts & fluids	$245.00	**(AX)**
		10% Discount off of door rate	$155.00	**(AY)**
			$178.00	**(BA)**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
3	**1**	**Labor - Shop Rate - Heavy Equipment**		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	$175.00	**(AA)**
			$85.00	**(AB)**
			$135.95	**(AC)**
			$183.00	**(AD)**
			$125.00	**(AE)**
			$125.00	**(AG)**
			$159.30	**(AH)**
			$155.00	**(AI)**
			$120.00	**(AJ)**
			$165.00	**(AK)**
			$145.00	**(AL)**
			$160.00	**(AM)**
		Depends on receipt of equipment and parts availability	$125.00	**(AN)**
		delivery as requested	$110.00	**(AO)**
			$115.22	**(AP)**
			$125.00	**(AQ)**
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Stertil Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers.	$105.00	**(AS)**
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	$140.00	**(AT)**
			$125.00	**(AU)**
			$167.50	**(AV)**
			$110.00	**(AW)**
		10% Discount off of door rate	$155.00	**(AY)**
			$159.00	**(BA)**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
4	**1**	**Labor - Field Rate - Highway Trucks**		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	$195.00	**(AA)**
			$120.00	**(AB)**
			$135.95	**(AC)**
			$183.00	**(AD)**
			$165.00	**(AE)**
			$150.00	**(AG)**
			$177.45	**(AH)**
			$155.00	**(AI)**
			$120.00	**(AJ)**
			$175.00	**(AK)**
			$165.00	**(AL)**
		Depends on receipt of equipment and parts availability	$175.00	**(AN)**
		delivery as requested	$145.00	**(AO)**
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	$150.00	**(AT)**
			$125.00	**(AU)**
			$250.00	**(AW)**
		Unit price plus parts & fluids	$345.00	**(AX)**
		10% Discount off of door rate	$155.00	**(AY)**
			$198.00	**(BA)**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
5	**1**	**Labor - Field Rate - Heavy Equipment**		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	$195.00	**(AA)**
			$120.00	**(AB)**
			$135.95	**(AC)**
			$223.00	**(AD)**
			$165.00	**(AE)**
			$150.00	**(AG)**
			$177.45	**(AH)**
			$155.00	**(AI)**
			$120.00	**(AJ)**
			$175.00	**(AK)**
			$165.00	**(AL)**
		Depends on receipt of equipment and parts availability	$175.00	**(AN)**
		delivery as requested	$145.00	**(AO)**
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Stertil Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers	$105.00	**(AS)**
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	$150.00	**(AT)**
			$125.00	**(AU)**
			$210.50	**(AV)**
			$250.00	**(AW)**
		10% Discount off of door rate	$155.00	**(AY)**
			$198.00	**(BA)**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
6	**1**	**Labor - After Hours Rate - Highway Trucks**		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components.	$215.00	**(AA)**
			$120.00	**(AB)**
			$135.95	**(AC)**
			$223.00	**(AD)**
			$180.00	**(AG)**
		No Sundays, No Holidays	$265.50	**(AH)**
			$155.00	**(AI)**
		Minimum 2 hours per call	$150.00	**(AJ)**
			$185.00	**(AK)**
			$185.00	**(AL)**
		Depends on receipt of equipment and parts availability	$175.00	**(AN)**
		delivery as requested	$165.00	**(AO)**
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	$150.00	**(AT)**
			$175.00	**(AU)**
			$500.00	**(AW)**
			$375.00	**(AX)**
		10% Discount off of door rate	$155.00	**(AY)**
			$218.00	**(BA)**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
7	**1**	**Labor - After Hours Rate - Heavy Equipment**		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components.	$215.00	**(AA)**
			$120.00	**(AB)**
			$135.95	**(AC)**
			$263.00	**(AD)**
			$180.00	**(AG)**
		No Sundays, No Holidays	$265.50	**(AH)**
			$155.00	**(AI)**
		Minimum 2 hours per call	$150.00	**(AJ)**
			$185.00	**(AK)**
		This price also covers crusher, shredders and processing equipment as the standard set rate	$185.00	**(AL)**
		Depends on receipt of equipment and parts availability	$175.00	**(AN)**
		delivery as requested	$165.00	**(AO)**
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Stertil Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers	$150.00	**(AS)**
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	$150.00	**(AT)**
			$175.00	**(AU)**
			$315.75	**(AV)**
			$500.00	**(AW)**
		10% Discount off of door rate	$155.00	**(AY)**
			$199.00	**(BA)**

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

Item	Approx. Qty.	Article and Description	Per Mile	Awarded Vendor
8	**1**	**Mileage - Field Service Calls**		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components.	$2.50	**(AA)**
			$1.50	**(AD)**
			$2.00	**(AE)**
			$3.50	**(AH)**
		No Mileage Fee Charged	$0.00	**(AI)**
			$1.25	**(AJ)**
			$3.00	**(AK)**
			$3.00	**(AL)**
		Depends on receipt of equipment and parts availability	$2.00	**(AN)**
		delivery as requested	$0.60	**(AO)**
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Stertil Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers.	$1.38	**(AS)**
			$1.75	**(AT)**
			$4.00	**(AU)**
			$4.50	**(AV)**
			$3.00	**(AW)**
		Rate for service calls is $10.00 per mile	$10.00	**(AX)**
		2 hour minimum drive time charge plus repair time @ discounted rate.	$2.50	**(AY)**

***** 8 Items Total *****

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AUTHORIZED DEALER DISTRIBUTOR AGENT OR REPRESENTATIVE FOR:

AMREP/PAK-MOR – REFUSE TRUCKS, EQUIPMENT, PARTS, CONTAINERS AND DUMP BODIES
BIG TEX/HOLDEN/CTS/ TRAILEZE/DOOLITTLE/FELLING - TRAILERS, LOWBOYS, BELLY DUMPS, END DUMPS, ROCK TRAILER BODIES
CM TRAILERS – TRUCK BEDS
ANTHONY/EAGLE LIFT – HYDRAULIC LIFT GATES
OMAHA – SERVICE BODIES
GALION GODWIN – DUMP BODIES
AMREP MFG. – REFUSE BODIES, EQUIPMENT PARTS
PAK MOR – REFUSE BODIES, EQUIPMENT PARTS, HYDRAULIC EQUIPMENT
PETERSON INDUSTRIES – GRAPPLER EQUIPMENT, LIGHTING LOADERS
ATWOOD/BULLDOG – TRAILER JACKS, COUPLERS, GOOSENECKS, ETC.
HOLAND – FIFTH WHEELS, LING PINS, LANDING GEAR, 4X4 TRAILER JACKS
RAMSEY – WINCHES-ELECTRIC, HYDRUALIC LIGHT DUTY LIFT CRANES
PIONEER/PULLTARPS/ROLL RIGHT/MOUNTAIN/DONOVAN – TARPING SYSTEMS, TARPS
BUYERS PRODUCTS/DEXTER AXLE/DELTA–AIRGATE CYLINDERS, VALVES, SOLENOIDS, TOOLBOXES, PADDLE LATCHES, HEADACHE RACKS, FUEL TANKS, TRAILER PARTS
STEMCO – SEALS, HUBCAPS, LENSES
PARKER – MULTISTAGE, END DUMP CYLINDERS
DEXTER/HAYES/EUCLID – TRAILER RUNNING GEAR, AXLE ASSEMBLY, SINGLE/DUAL WHEELS, BRAKES, AXLES, CONTROLS, TRAILER PARTS
FORCE AMERICA/MUNCIE POWER – COMPLETE WET KETS, PUMPS, PTOS, VALVES, TANKS, FILTERS AND SUPPLIES
MEYER/MONROE/BUYERS/WARREN – SNOW PLOWS, SALT SPREADERS, LIQUID SYSTEMS
QUALITY/WARREN/DEXTER - TRAILER PARTS, SUPPLIES AND BODY PARTS
VENTEX – GATE CONTROL VALVES, LUBRICATORS, AIR/WATER SEPARATORS, AIR VALVES
SMEAL – CRANES, DIGGER DERRICKS, MISC.
HUTCH – SUSPENSION
STEMCO – SEALS
PREMIER – HITCHES
HENDRICK TURNER – SUSPENSION
FLOWBOY - TRAILER PARTS
FONTAINE – TRUCK EQUIPMENT
VERSA VALVE – HYDRAULIC VALVES
ATWOOD PRODUCTS – TRAILER PRODUCTS
PETERSON MFG. – LIGHTS
ROCKWELL MERRITOR – BRAKE PRODUCTS
BENDIX – AIR PUMP VALVES
MUNCIE – PTO, PUMPS, MOTORS
MAXON – HYDRAULIC EQUIPMENT
CHELSEA DANA – PTO, PUMPS, VALVES

MCT MANUFACTURING DIVISION – CUSTOM TRAILERS, MODIFICATIONS AND FABRICATION TO YOUR SPECIFICATIONS, FULL-SERVICE SHOP AND MACHINE SHOP, INCLUDES 20FT SHEAR, BRAKE AND ROLLER WIRE EDM AND CNC MACHINING, SANDBLASTING, PAINT SHOP
MCT, INC. DEALER LICENSE # 5096

f/users/word/tina/authorized dealer distributor agent or representative for

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Certificate Of Completion

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Status: Completed
Subject: GSD/SPD Procurement#: 31-00000-22-00009 Highway and Off Road Heavy Equipment and Truck Repair
Source Envelope:
Document Pages: 22
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Tami Concha
1100 S Saint Francis Dr
Santa Fe, NM 87502
Tami.Concha@gsd.nm.gov
IP Address: 164.64.63.2

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Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/9/2023 12:17:16 PM Resent: 1/10/2023 8:02:08 AM Viewed: 1/10/2023 8:05:47 AM Signed: 1/10/2023 8:05:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tami Concha tami.concha@gsd.nm.gov Procurement Specialist II New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88	Sent: 1/10/2023 8:05:54 AM Viewed: 1/10/2023 8:07:46 AM Signed: 1/10/2023 8:07:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/10/2023 8:07:56 AM Viewed: 1/10/2023 8:14:18 AM Signed: 1/10/2023 8:15:40 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2023 12:17:16 PM
Certified Delivered	Security Checked	1/10/2023 8:14:18 AM
Signing Complete	Security Checked	1/10/2023 8:15:40 AM
Completed	Security Checked	1/10/2023 8:15:40 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

26-046

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:**	October 6, 2025
Drafter:	Enedelia Vitolas	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RJ BORDER INTERNATIONAL OF DALLAS, TEXAS, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 45-00000-24-00086AR FOR A POSSIBLE TERM THROUGH MARCH 30, 2029 IN AN AMOUNT NOT TO EXCEED $600,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-035).**

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

PURPOSE(S) OF ACTION:
To authorize an existing contract purchase agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Fleet Services program (Fleet) is responsible for the maintenance and repair of City-owned heavy-duty vehicles, trailers, and equipment. Fleet heavy-duty vehicles are classified as any passenger cars, sport utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more. Fleet currently purchases heavy-duty parts and labor for these units from RJ Border International of Dallas, Texas.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for efficient and cost-effective procurement of goods and services to meet the City's operational needs.

RJ Border International provides reduced pricing based on New Mexico State Purchasing Division Contract No. 45-00000-24-00086AR for a possible term through March 30, 2029. Fleet annual expenditure estimates exceed the $100,000 threshold, which requires City Council approval, and is requesting authorization to contract with RJ Border International in an amount not to exceed $600,000 plus applicable taxes annually, subject to approved budget appropriations.

SUPPORT INFORMATION:
Exhibit "A" 25-26-035_ECPA_Border

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an existing contract purchase agreement for the purchase of heavy duty parts and labor with RJ Border International of Dallas, Texas in an amount not to exceed of $600,000, plus applicable taxes, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively impact City operations.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the purchase of heavy duty parts and labor, which could negatively impact City operations.

RESOLUTION 26-046

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH RJ BORDER INTERNATIONAL OF DALLAS, TEXAS, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 45-00000-24-00086AR FOR A POSSIBLE TERM THROUGH MARCH 30, 2029 IN AN AMOUNT NOT TO EXCEED $600,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-035).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services Section (Fleet) is responsible for the maintenance and repair of City vehicles, trailers and equipment, including Fleet heavy duty vehicles are classified as any passenger cars, sport utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs; and

WHEREAS, RJ Border International provides reduced pricing based on New Mexico Purchasing Division Contract No. 45-00000-24-00086AR; and

WHEREAS, the City is requesting to enter into an existing contract price agreement utilizing New Mexico Purchasing Division Contract No. 45-00000-24-00086AR.

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

(I)

THAT the City is authorized to purchase heavy-duty parts and supplies under Existing Contract Purchase Agreement 25-26-035, as shown in Exhibit "A" attached hereto and made part of this resolution, in an amount not to exceed $600,000, plus applicable taxes, subject to approved budget appropriations.

(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

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 45-00000-24-00086AR

HEAVY DUTY PARTS & LABOR

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 45-00000-24-00086AR, ITB No. 45-00000-24-00086 dated March 31, 2025, between the NMSPD and RJ BORDER INTERNATIONAL (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of _____, 2025, 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 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 45-00000-24-00086AR, 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 NMSPD Contract No. 45-00000-24-00086AR.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 45-00000-24-00086AR. Cost of delivered product / 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.

RJ BORDER INTERNATIONAL

BY: _____
Michael Chiudioni
Parts Manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

08/20/2025

City Attorney

Attachment A

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
24 Vendors

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **45-00000-24-00086**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

JC

Procurement Specialist**:** **Jessica Chavez**

Telephone No.**:** **(505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title**:** **Vehicle Servicing & Maintenance**

Term**:** **March 31, 2025 – March 30, 2026**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 3/31/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

VL

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 45-00000-24-00086

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 45-00000-24-00086

Awarded Vendors:

(AA) 0000183922
2 Brothers Auto Detailing & Upfitting LLC
6080 Zenith Court
Rio Rancho, NM 87144
Jazziree Gutierrez
(505) 633-6853
jaziree@2bautoupfitting.com

Delivery: **As Requested**

(AB) 0000096750
A-1 Towing & Recovery
PO Box 245
Lemitar, NM 87823
Cale Durkin
(575) 838-2080
durkin.a1towing@gmail.com

Delivery: **As Requested**

(AC) 0000073087
ASAP Glass LLC
110 Altez St SE STE A
1720 Eubank Blvd NE
Albuquerque, NM 87123
Carla Dill
(505) 292-4219
asapglassllc@gmail.com

Delivery: **As Requested**

(AD) 0000092769
Century Equipment Rental, LLC
6301 Edith Blvd NE
Albuquerque, NM 87107
Charles Keller
(505) 433-2246
charles.keller@centuryeq.com

Delivery: **As Requested**

(AE) 0000050290
Christian's Automotive Susp.Inc
8811 2nd St NW
Albuquerque, NM 87114
Brian Walden
(505) 899-2400
automotivecasinc@gmail.com

Delivery: **As Requested**

(AF)0000024857
Clark Truck Equipment Co.
PO Box 3483
Albuquerque, NM 87190
Kevin Stacey
(505) 880-8222
kevin@cte-nm.com

Delivery: **As Requested**

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(AG) 0000042835
Clean Tech Systems, Inc.
PO Box 504
Roswell, NM 88202-0504
Wayne R. Chiasson
(575) 626-3722
cleanman0574@gmail.com

Delivery: **As Requested**

(AH) 0000057618
Discount Mobile Auto Glass
HC 73 Box 3210
Prewitt, NM 87045
Greg Gonzales
(505) 290-7544
discountmobileautoglass@yahoo.com

Delivery: **As Requested**

(AI) 0000050818
Group 1 GS LLC
dba Desert Automotive
1100 N Main St Ste C
Las Cruces, NM 88001
Desire Sustaita
(575) 527-4866
GROUP1GS.LC@GMAIL.COM

Delivery: **As Requested**

(AJ) 0000116314
Grants Delta Tire LLC
dba Delta Tire
823 W Santa Fe Ave
Grants, NM 87020
Tannin Cash
(505) 803-1678
tannincash@grantsdeltatire.com

Delivery: **As Requested**

(AK) 0000048410
Hal Burns Truck & Equipment
14 Camino Charro
Santa Fe, NM 87507
David Burns
(505) 471-1671
david@halburns.com

Delivery: **As Requested**

(AL) 0000145704
L Garcia Enterprises LLC
dba Garcia Tire LLC
5984 Airport Rd Ste A
Santa Fe, NM 87507
Lee Garcia
(505) 473-9715

Delivery: **As Requested**

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lee@garciatire.com

(AM) 0000102368
MAC Hydraulic & Lubrication LLC
3515 Princeton Dr. NE Ste B
Albuquerque, NM 87107
Wayne Macleod
(505) 884-1515
machydraulic@gmail.com

Delivery: **As Requested**

(AN) 0000046552
McBrides Inc
1010 2nd St. NW
Albuquerque, NM 87102
Warren Wild
(505) 242-2174
wwild.mcbridesinc@gmail.com

Delivery: **As Requested**

(AO) 0000112083
Meineke Car Care Center #2281 LLC
Meineke Car Care
8301 San Pedro Dr
Albuquerque, NM 87113
Martin Segura
(505) 821-9544
meinekeabq@gmail.com

Delivery: **As requested, same day on most repairs**

(AP) 0000155141
Parts Authority LLC
3 Dakota Dr. Ste 110
New Hyde Park, NY 11042
David LaBarre
(718) 470-4455 ext 7532
fleetbids@partsauthority.com

Delivery: **2 Days**

(AQ) Not in SHARE
Professional Auto Parts Inc.
231 Mills Ave
Las Vegas, NM 87701
Katherine Valdez
(505) 617-0689
proautoparts1@gmail.com

Delivery: **Delivery upon request**

(AR) 0000009093
RJ Border International LP
Border International
2701 W. Amador Ave
Las Cruces, NM 88005
Charlie Cogdill
(575) 652-9181
charlie.cogdill@borderint.com

Delivery: **As requested**

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(AS) Not in SHARE
Richardson Investments
dba Rich Ford Sales
8601 Lomas Blvd NE
Albuquerque, NM 87110
Jerome Trujillo
(505) 275-4590
jtrujillo@rich-ford.com

Delivery: **As Requested**

(AT) 0000096742
Siddon Martin Emergency Group LLC
1362 E. Richey Road
Houston, TX 77073
Neal Reader
(505) 344-9041
nreader@siddons-martin.com

Delivery: **As Requested**

(AU) 0000050280
Southwest General Tire
3605 Osuna RD NE
Albuquerque, NM 87109
Robert Cox
(505) 991-5579
racox@coxacc.com

Delivery: **As Requested**

(AV) 0000048700
US Distributing Inc.
3700 Tutledge NE Ste B
Albuquerque, NM 87109
Stewart Case
(505) 884-2141
stewart@usdparts.com

Delivery: **Local (Albuquerque) 2 hours M-F, Santa Fe- Twice Daily M-F, Statewide- Next Day M-F**

(AW) Not in SHARE
Villa's Restoration & Collision Repair Services
27202 E. Frontage Rd
Santa Fe, NM 87508
LouisDavid Melendez
(505) 316-2298
louisda64@gmail.com

Delivery: **As Requested**

(AX) 0000134247
Weise Auto Supply Inc.
dba NAPA Auto Parts
1125 Calle La Resolana
Santa Fe, NM 87507
Wesely Weise
(505) 550-8235
wweise03@gmial.com

Delivery: **As Requested**

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Specifications:
The purpose of this Invitation to Bid (ITB) is to secure competitive bids from qualified bidders and to establish a Statewide Price Agreement for performing preventive maintenance, mechanical, body and paint repairs, parts procurement, component/attachment repairs, materials and labor for automobiles, light and medium-duty trucks and equipment, motorcycles, ATV's, RV's, watercrafts and towing and recovery services. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies allowed may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued herein.

Term:
The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Successful vendor(s) should be a physically established parts and/or service facilities in New Mexico, with Original Equipment Manufacturer (O.E.M.) certified mechanics qualified to repair and service all aspects of engine and powertrain components.

Escalation / Reduction Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. **No** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Price increases will only be considered concurrently with the Annual Extension of the Price Agreement.

Method of Award:
This will be a multiple award price agreement to facilitate maintenance for the largest number of types of vehicles and equipment parts and repair options, as well as locations throughout the state.

Inspection of Work:
Representatives of the user agencies shall have access, at any reasonable time, to the vendor's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or user agency.

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Estimates and Quotes:
All written estimates and/or quotes will provide an itemized list of all parts and labor costs as part of the estimate and/or quote for the needed repairs. These shall be provided at no charge if it can be performed without excessive teardown time. Estimates and/or quotes which require teardown, must have prior authorization before commencing. All labor costs must be presented with both the number of labor hours as well as the labor rate.

Invoices:
All invoices will provide an itemized list of all parts and labor costs. All labor costs must be presented with both the number of labor hours as well as the labor rate. All parts costs shall include list price as well at the percentage of discount bid and the final costs to the user agency. Gross receipts tax applies to labor only, tax shall not be applied to parts or materials furnished. Each vehicle repaired shall be identified as to license number, make/model, VIN number and mileage, and will be invoiced separately against a specific order. NMDOT will use fixed asset # and/or unit numbers. Tax shall be added to the invoice at current rates as a separate item to be paid by the users.

Any invoices and/or bills that do not contain the required information stated above will not be accepted by the user agency.

Payment of Invoice:
Upon acceptance that the products and/or services have been received and accepted, payment shall be tendered to the vendor within thirty (30) days of the date of the invoice. The date of the invoice cannot be prior to the date of the receipt of the products and/or completion of services. Any invoices returned to the vendor for omission of required information will be dated with the date that they were corrected and resubmitted to the user agency.

Labor Charges:
All labor times stated on the invoices and/or estimates shall be consistent with standardized published labor times found on databases such as Alldata and Mitchell On Demand.

Towing:
Towing During regularly scheduled business hours, the user agency or designee is responsible for contacting a successful towing service to have the vehicle towed, including transportation of all passengers, to a successful automotive maintenance repair place of business. During off hours, the user agency or designee is responsible for contacting a successful towing service or a central radio dispatch. The successful towing service shall be responsible for ensuring the safety and security of the user agency's motor vehicle. Tow truck operators are to propose a total flat rate that includes the hook-up, mileage rates, disabling the transmission and any other charges associated with towing a vehicle. Calls for emergency services (lock-out, fuel, tire change, battery chargers, etc.) are to be at an additional charge. Towing services generally will require that the vehicle be towed to the nearest approved facility unless approval is provided by the agency to take the disabled vehicle to a different location.

In order to remain a vendor under this price Agreement, each towing service must ensure that their certification to perform the requisite duties as a towing service is up to date and in compliance with the requirements of the New Mexico Public Regulation Commission (PRC). Failure to maintain this certification throughout the term of the Agreement will result in the vendor being suspended and prohibited from providing further services under this Agreement.

Car Washes:
Provide a stationary or automatic car-washing service that shall include but not be limited to:
• Exterior wash by hand or automatic car washing mechanism
• Exterior wash shall include soap, rinse and dry by hand or automatic car washing mechanism
• Interior wash by hand to include vacuum and wipe down
• Detailing – requires prior authorization

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Car washes may occur no more than one time per month per vehicles. Any exceptions to number of washes per month requires authorizations.

Labor Charges:

Gross receipts or local tax applies to labor only. Taxes will only apply to the actual service provided and not the parts.

Payment or Acceptance Not Conclusive:

No payment made under this agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the vendor from corrections of the defects. The final acceptance shall not be binding upon the user agency or the State, nor conclusive, should it subsequently develop the vendor had furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the user agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications at the cost and expense of the bidder.

Prior Approval

The contractor shall contact the using agency to get contact person's name and for agencies approval requirements for any repairs. All repair costs greater than $500.00 (parts and labor) must receive prior approval from the appropriate fleet manager prior to executing any repair. The user agency will provide an authorization number that shall be included on work orders and invoices.

Parts and Supplies:

Parts and tools will be provided at the maximum discount offered by the vendor. Cost for parts and supplies will be itemized separately on each invoice and will indicate list price minus amount discount offered. In cases where the manufacturer's current retail price or vendor's cost list is non-existent, the user agency will be billed at the actual cost to the vendor for such items. The user agency agrees to compensate the awarded vendor's actual freight costs incurred in the procurement of "special order parts", which are not normally stocked items, provided that, authorization is granted by the user agency prior to the time of order. For items that require a discount off provided, a catalog MUST be provided with the bid for evaluation purposes. Bids received without a catalog will be deemed **unresponsive**.

The successful bidders must carry an inventory supply of parts to service the user agency needs without undue delays. All parts and materials shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the user agency.

The user agency reserves the right to request the return of or inspection of any part(s), accessory(ies), or subassembly(ies) replaced on motor vehicles to affect the repair. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user agency. Rebuilt assemblies may be used in the repair of motor vehicles, with prior approval of the user agency when such is standard industry practice, and the rebuilt assembly or subassembly carries the same manufacturer or remanufacture warranty as a new assembly or subassembly. Any part(s) removed are the property of the state and the price is predicated upon an exchange basis with the part replaced.

Preventative Maintenance and Repairs:

All maintenance and repairs will be professionally diagnosed, and repairs and/or adjustments will be performed by only trained and/or certified (ASE, etc.) mechanics.

All warranty and extended warranty maintenance and/or repair work on motor vehicles will occur in accordance with manufacturer's specification. Warranty and extended warranty periods will vary depending on the vehicle make, year, model and mileage. Repair warranty of power train, drive train and other major components shall be for a period of six (6) months from the date of repair or the accepted industry standard, whichever is greater. All other components shall have a warranty of ninety (90) days or the accepted industry standard whichever is greater. Vendor will bear the cost (parts and labor) of warranty repairs done on a call-back basis.

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All preventative maintenance to motor vehicles shall be in accordance with the manufacturers or departments specifications and maintenance schedules. It will be expected that awarded vendors are able to perform services without voiding existing warranties.

Preventative maintenance service shall consist of: Oil and filter replacement, inspecting and topping off all fluids, checking for leaks, inspecting and measuring brake pads and tire tread, inspecting suspension, exhaust system, wiper blades, tire pressure and tire rotation. Awarded vendor(s) will also provide a written report of all items inspected and results.

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 45-00000-24-00086

Items:

Item	UOM	Article & Description	Unit Price	Comments
1	Flat Fee	PM Service - Gasoline		
		(AE)	**$56.00**	Vehicle specific specialty/synthetic oil may add
		(AJ)	**$140.00**	
		(AK)	**$140.00**	
		(AL)	**$99.95**	
		(AO)	**$59.99**	
		(AT)	**$250.00**	
		(AU)	**$110.00**	
		(AV)	**$92.35**	
2	Flat Fee	4 Cylinder (up to 5 quarts)		
		(AE)	**$56.00**	Cost to oil changes
		(AI)	**$80.00**	
		(AJ)	**$55.00**	
		(AK)	**$140.00**	
		(AL)	**$54.95**	Pricing can vary based on full synthetic blends for vehicles oil needs
		(AO)	**$ 59.99**	
		(AR)	**$50.20**	
		(AS)	**$74.95**	
		(AT)	**$275.00**	
		(AU)	**$64.95**	
		(AV)	**$55.90**	
3	Flat Fee	6 Cylinder (up to 6 quarts)		
		(AE)	**$66.00**	
		(AI)	**$101.00**	
		(AJ)	**$61.00**	
		(AK)	**$147.00**	
		(AL)	**$69.95**	Special oils can be billed out from $9.95 - $14.95 per quart
		(AO)	**$65.99**	
		(AR)	**$53.25**	
		(AS)	**$74.95**	
		(AT)	**$300.00**	
		(AU)	**$72.95**	
		(AV)	**$60.90**	

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State of New Mexico
General Services Department
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Item	UOM	Article & Description	Unit Price	Comments
4	Flat Fee	8 Cylinder (up to 8 quarts)		
		(AE)	**$76.00**	
		(AI)	**$139.00**	
		(AJ)	**$73.00**	
		(AK)	**$162.00**	
		(AL)	**$99.95**	Vehicles that require special oil5
		(AO)	**$78.99**	
		(AR)	**$65.70**	
		(AS)	**$57.95**	
		(AT)	**$350.00**	
		(AU)	**$99.95**	
		(AV)	**$70.90**	
5	Flat Fee	PM Service - Diesel (up to 15 quarts)		
		(AE)	**$196.00**	15w40 oil. Specialty oils additional
		(AJ)	**$189.00**	
		(AK)	**$340.00**	
		(AL)	**$199.95**	
		(AO)	**$159.99**	
		(AR)	**$205.77**	
		(AS)	**$139.95**	
		(AT)	**$885.00**	
		(AU)	**$169.95**	
		(AV)	**$134.00**	
6	HR - Hour	Preventative Maintenance Labor Rate		
		(AA)	**$105.00**	
		(AD)	**$155.00**	
		(AE)	**$125.00**	
		(AI)	**$160.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AL)	**$130.00**	
		(AN)	**$123.24**	
		(AO)	**$120.00**	
		(AR)	**$140.00**	

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State of New Mexico
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Item	UOM	Article & Description	Unit Price	Comments
7	HR - Hour	Advanced Diagnostic and Repair Labor Rate - Gasoline		
		(AA)	**$105.00**	
		(AD)	**$155.00**	
		(AE)	**$125.00**	
		(AF)	**$100.00**	Vehicle mounted equipment
		(AI)	**$160.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AL)	**$130.00**	
		(AO)	**$145.00**	
		(AR)	**$140.00**	
		(AS)	**$189.95**	
		(AT)	**$204.00**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	
8	HR - Hour	Advanced Diagnostic and Repair Labor Rate – Electric		
		(AD)	**$155.00**	
		(AE)	**$135.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AL)	**$130.00**	
		(AO)	**$165.00**	
		(AR)	**$140.00**	
		(AS)	**$189.95**	
		(AT)	**$204.00**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	

State of New Mexico
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Item	UOM	Article & Description	**Unit Price**	Comments
9	HR - Hour	Advanced Diagnostic and Repair Labor Rate - Diesel		
		(AD)	**$155.00**	
		(AE)	**$135.00**	
		(AF)	**$100.00**	Vehicle mounted equipment
		(AJ)	**$185.00**	
		(AK)	**$169.50**	
		(AL)	**$130.00**	
		(AO)	**$165.00**	
		(AR)	**$140.00**	
		(AS)	**$189.00**	
		(AT)	**$204.00**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	
		(AW)	**Multiple discounts (see additional pricing)**	
10	HR - Hour	A/C diagnostic and repairs		
		AD	**$155.00**	
		AE	**$125.00**	
		AI	**$160.00**	
		AJ	**$150.00**	
		AK	**$169.50**	
		AL	**$130.00**	
		AR	**$140.00**	
		AS	**$189.95**	
		AT	**$204.00**	
		AU	**$110.00**	
		AV	**$99.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
11	P1 - Percent	Parts, Tools and Supplies – Discount off list or manufacturer price		
		(AF)	**10%**	
		(AI)	**5%**	
		(AJ)	**15%**	
		(AK)	**10%**	
		(AL)	**15%**	
		(AN)	**15%**	
		(AP)	**51%**	
		(AQ)	**48%**	
		(AS)	**30%**	51% or more off list price COLG
		(AU)	**10%**	
		(AV)	**10%**	
		(AX)	**52%**	
12	Flat Fee	Shop Supplies		
		(AA)	**$125.00**	
		(AD)	**$100.00**	
		(AJ)	**$5.00**	
		(AK)	**$30.00**	
		(AL)	**$1.00-$20.00**	
		(AO)	**$35.00**	
		(AR)	**$0.08**	
		(AS)	**$15.00**	
		(AT)	**$150.00**	
		(AU)	**$40.00**	
		(AV)	**$2.00**	
13	Flat Fee	Disposal Fees		
		(AA)	**$85.00**	
		(AI)	**$120.00**	
		(AJ)	**$4.00**	
		(AK)	**$30.00**	
		(AL)	**$1.00-$20.00**	
		(AK)	**$5.00**	
		(AR)	**$10.00**	
		(AS)	**$0.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
14	HR - Hour	Transmission Repair - Diagnostic and Repair Labor Rate		
		(AD)	**$155.00**	
		(AE)	**$125.00**	
		(AI)	**$160.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AL)	**$130.00**	
		(AO)	**$165.00**	
		(AR)	**$145.00**	
		(AS)	**$189.95**	
		(AT)	**$225.00**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	
15	HR - Hour	Collision Repair Labor Rate		
		(AD)	**$155.00**	
		(AF)	**$100.00**	
		(AJ)	**$140.00**	
		(AO)	**$200.00**	
		(AT)	**$204.50**	
		(AV)	**$99.00**	
16	HR - Hour	Prep and Paint Labor Rate		
		(AD)	**$155.00**	
		(AF)	**$100.00**	
		(AJ)	**$140.00**	
		(AO)	**$200.00**	
		(AT)	**$204.50**	
		(AV)	**$99.00**	
17	Flat Fee	Paintless Dent Repair Small		
		(AJ)	**$140.00**	
		(AO)	**$200.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
18	Flat Fee	Paintless Dent Repair Medium		
		(AJ)	**$140.00**	
		(AO)	**$200.00**	
19	Flat Fee	Paintless Dent Repair Large		
		(AJ)	**$140.00**	
		(AO)	**$200.00**	
20	HR - Hour	Paintless Dent Repair Labor Rate		
		(AJ)	**$140.00**	
		(AO)	**$200.00**	
		(AV)	**$99.00**	
21	Flat Fee	Rotation		
		(AA)	**$125.00**	
		(AJ)	**$20.00**	
		(AL)	**$30.00**	
		(AO)	**$15.00**	
		(AR)	**$35.00**	
		(AS)	**$24.95**	
		(AU)	**$4.00**	
		(AV)	**$19.95**	

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Item	UOM	Article & Description	Unit Price	Comments
22	Flat Fee	Front Alignments		
		(AJ)	**$115.00**	
		(AL)	**$89.95-$149.96**	
		(AN)	**$69.24**	
		(AO)	**$109.00**	
		(AR)	**$145.00**	
		(AS)	**$139.00**	
		(AU)	**$110.00**	
		(AV)	**$89.95 Front Wheel Drive / $99.95 Four Wheel Drive**	
23	Flat Fee	Rear Alignments		
		(AJ)	**$115.00**	
		(AL)	**$89.95-$149.96**	
		(AN)	**$69.24**	
		(AO)	**$129.00**	
		(AR)	**$145.00**	
		(AS)	**$139.00**	
		(AU)	**$110.00**	
		(AV)	**$89.95 Front Wheel Drive / $99.95 Four Wheel Drive**	

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Item	UOM	Article & Description	Unit Price	Comments
24	Flat Fee	All Wheel		
		(AJ)	**$115.00**	
		(AL)	**$89.95-$149.97**	
		(AN)	**$69.24**	
		(AO)	**$129.00**	
		(AR)	**$145.00**	
		(AS)	**$139.00**	
		(AU)	**$110.00**	
		(AV)	**$89.95 Front Wheel Drive / $99.95 Four Wheel Drive**	
25	Flat Fee	Mounting and Balancing		
		(AJ)	**$22.00**	
		(AL)	**$18.95-$39.95**	
		(AO)	**$34.99**	
		(AS)	**$100.00**	
		(AU)	**$22.00**	
		(AV)	**$39.95**	
26	Flat Fee	Flat Repair		
		(AJ)	**$20.00**	
		(AL)	**$19.95**	
		(AO)	**$34.99**	
		(AR)	**$33.00**	
		(AS)	**$34.95**	
		(AU)	**$20.00**	
		(AV)	**$19.95**	

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Item	UOM	Article & Description	In Shop	Mobile	Comments
27	P1 - Percent	Windshields, Discount off NAGS			
		(AC)	**$65.00**	**$65.00**	**Flat Labor Rate $50/OEM Parts 10% Off List**
		(AH)	**40%**	**40%**	
		(AJ)	**5%**		
28	P1 - Percent	Curved Tempered Discount off NAGS			
		(AC)	**$56.00**	**$65.00**	**Flat Labor Rate $50/OEM Parts 10% Off List**
		(AH)	**30%**	**30%**	
		(AJ)	**5%**		
29	P1 - Percent	Flat Glass, Safety, Discount off NAGS			
		(AC)	**$56.00**	**$65.00**	**Flat Labor Rate $50/OEM Parts 10% Off List**
		(AH)	**30%**	**30%**	
		(AJ)	**5%**		
30	Flat Fee	Calibration			
		(AC)	**$100.00**		**In shop service only**
		(AH)	**$250.00-$350.00**	**$250.00-$350.00**	
		(AJ)	**5%**		
		(AS)	**$150.00**		
31	P1 - Percent	Moldings Discount off NAGS			
		(AC)	**$5.00**	**$5.00**	
		(AH)	**50%**	**50%**	
		(AJ)	**5%**		

Item	UOM	Article & Description	In Shop	Mobile	Comments
32	P1 - Percent	Clip Installation Kit			
		(AH)	**30%**	**30%**	
33	P1 - Percent	Urethane Installation Kit			
		(AC)	**20%**	**20%**	**Per Kit Per Vehicle**
		(AH)	**35%**	**35%**	

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Item	UOM	Article & Description	In Shop	Mobile	Comments
34	Flat Fee	Windshield Repair, Stars, Chips, etc.			
		(AA)	**$85.00**	**$145.00**	
		(AC)	**$35.00**	**$35.00**	
		(AH)	**$40.00**	**$40.00**	
		(AJ)	**$50.00**		
35	Flat Fee	Window Tinting			
		(AA)	**$85.00**	**$165.00**	**Additional Items offered** ***A - Window Tinting (Small Passanger Car) Nano Carbon Tint @20% (+155 for Ceramic Tint) $195 -$295** ***B- Window Tinting (Truck) Nano Carbon Tint @20% (+155 for Ceramic Tint) $225 -$325** ***C- Window Tinting (SUV) Nano Carbon Tint @20% (+155 for Ceramic Tint) $285 -$385** ***D- Window Tinting (Van) Nano Carbon Tint @20% (+155 for Ceramic Tint) $375 - $475**
		(AC)	**$165.00**		**In Shop Service Only**
		(AJ)	**$220.00**		

Light and Medium-Duty Trucks and Equipment:

Item	UOM	Article & Description	Unit Price	Comments
36	Flat Fee	PM Service for Medium Duty Trucks, 25,500 lbs. GVWR and Below		
		(AJ)	**$185.00**	
		(AK)	**$169.50**	
		(AS)	**$199.95**	
		(AT)	**$1,995.00**	
		(AU)	**$249.95**	

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Item	UOM	Article & Description	Unit Price	Comments
36	HR - Hour	PM Labor Rate for Medium Duty Trucks, 25,500 lbs. and Below		
		(AD)	**$155.00**	
		(AF)	**$100.00**	
		(AJ)	**$185.00**	
		(AK)	**$196.00**	
		(AL)	**$130.00**	
		(AR)	**$145.00**	
		(AS)	**$179.95**	
		(AT)	**$204.95**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	
38	HR - Hour	Diagnostic and Repair Labor Rate for Medium Duty Trucks, 25,500 lbs. and Below		
		(AD)	**$155.00**	
		(AF)	**$100.00**	
		(AJ)	**$185.00**	
		(AK)	**$169.50**	
		(AL)	**$130.00**	
		(AM)	**$110.00**	
		(AR)	**$145.00**	
		(AS)	**$199.95**	
		(AT)	**$204.95**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	
39	HR - Hour	Diagnostic and Repair Labor Rate for Light Duty (Non-Air Brake) Trailers		
		(AD)	**$155.00**	
		(AF)	**$100.00**	
		(AJ)	**$185.00**	
		(AK)	**$169.50**	
		(AR)	**$145.00**	
		(AT)	**$204.95**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
40	HR - Hour	Diagnostic and Repair Labor Rate for Medium Duty (Non-Air Brakes) Trailers		
		(AD)	**$155.00**	
		(AF)	**$100.00**	
		(AJ)	**$185.00**	
		(AK)	**$169.50**	
		(AR)	**$145.00**	
		(AT)	**$204.95**	
		(AU)	**$110.00**	
		(AV)	**$99.00**	
41	HR - Hour	Diagnostic and Repair Labor Rate for Small Engines (Generators, Compressors etc....)		
		(AD)	**$155.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AM)	**$110.00**	
		(AR)	**$145.00**	
		(AT)	**$167.50**	
		(AU)	**$110.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
42	HR - Hour	Diagnostic and Repair Labor Rate for Light Duty Equipment, (Lawn and Garden type)		
		(AD)	**$155.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AM)	**$110.00**	
		(AR)	**$145.00**	
		(AT)	**$167.50**	
		(AU)	**$110.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
43	HR - Hour	Diagnostic and Repair Labor rate for Medium Duty Equipment, (Small Backhoes, Tractors, etc....)		
		(AD)	**$155.00**	
		(AJ)	**$185.00**	
		(AK)	**$169.50**	
		(AM)	**$110.00**	
		(AR)	**$145.00**	
		(AT)	**$204.50**	
		(AU)	**$110.00**	
44	P1 - Percent	Parts and Tools, Discount off of List or Manufacturers Price		
		(AD)	**1%**	
		(AF)	**10%**	
		(AJ)	**15%**	
		(AK)	**10%**	
		(AL)	**15%**	
		(AS)	**30%**	
		(AU)	**10%**	
		(AV)	**10%**	
45	P1 - Percent	Shop Supplies		
		(AD)	**$10.00**	
		(AJ)	**$5.00**	
		(AK)	**$30.00**	
		(AL)	**$1.00-$20.00**	
		(AR)	**$0.08**	
		(AT)	**$250.00**	
		(AU)	**$40.00**	
		(AV)	**$2.00**	

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Item	UOM	Article & Description	Unit Price	Comments
46	P1 - Percent	Disposal Fee		
		(AJ)	**$5.00**	
		(AK)	**$30.00**	
		(AL)	**$1.00-$40.00**	
		(AR)	**$10.00**	
		(AT)	**$50.00**	
		(AU)	**$40.00**	
		(AV)	**$12.00**	
47	Per Hour	PM Service Labor Rate for Motorcycles		
		(AJ)	**$140.00**	
		(AT)	**$204.95**	
48	Per Hour	PM Service Labor Rate for Gasoline Powered All Terrain Type Vehicles		
		(AD)	**$155.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AR)	**$68.00**	
		(AT)	**$204.95**	
49	Per Hour	PM Service Labor Rate for Diesel Powered All Terrain Type Vehicles		
		(AD)	**$155.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AR)	**$68.00**	
		(AT)	**$204.95**	
50	Per Hour	Diagnostic and Repair Labor Rate for Motorcycles		
		(AJ)	**$140.00**	
		(AT)	**$204.95**	

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Item	UOM	Article & Description	**Unit Price**	Comments
51	Per Hour	Diagnostic and Repair Labor Rate for Gasoline Powered All Terrain Type Vehicles		
		(AD)	**$155.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AR)	**$145.00**	
		(AT)	**$204.95**	
52	Per Hour	Diagnostic and Repair Labor Rate for Diesel Powered All Terrain Type Vehicles		
		(AD)	**$155.00**	
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AR)	**$145.00**	
		(AT)	**$204.95**	
53	Percent	Parts and Tools, Discount off of List or Manufacturers Price		
		(AD)	**1%**	
		(AJ)	**15%**	
		(AK)	**10%**	
		(AQ)	**48% OFF**	
		(AX)	**52%**	
54	Flat Fee	Shop Supplies		
		(AD)	**$100.00**	
		(AJ)	**$5.00**	
		(AK)	**$30.00**	
		(AR)	**$0.08**	
		(AT)	**$150.00**	
55	Flat Fee	Disposal Fee		
		(AJ)	**$4.00**	
		(AK)	**$30.00**	
		(AR)	**$10.00**	
		(AT)	**$50.00**	

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Recreational Type Vehicles and Watercraft:

Item	UOM	Article & Description	Unit Price	Comments
56	Per Hour	PM Service Labor Rate for Small Boats, (Motor Only)		
		(AJ)	**$140.00**	
57	Per Hour	PM Service for Labor Rate Large Boats, (Motor Only)		
		(AJ)	**$140.00**	
58	Per Hour	Diagnostic and Repair Labor Rate for Small Boats, (Motor Only)		
		(AJ)	**$140.00**	
60	Per Hour	Hull Repair Labor Rate, (Fiberglass)		
		(AJ)	**$140.00**	
61	Per Hour	Hull Repair Labor Rate, (Aluminum)		
		(AJ)	**$40.00**	
62	Per Hour	Diagnostic and Repair Labor Rate for Recreational Type Vehicles, (Trailer Type)		
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AU)	**$110.00**	
63	Per Hour	Diagnostic and Repair Labor Rate for Recreational Type Vehicles, (Self-Propelled Type)		
		(AJ)	**$140.00**	
		(AK)	**$169.50**	
		(AT)	**$225.95**	
		(AU)	**$110.00**	

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Item	UOM	Article & Description	Unit Price	Comments
64	Percent	Parts, Tools, and Supplies Discount off of List or Manufacturer's Price		
		(AJ)	**15%**	
		(AK)	**10%**	
		(AU)	**10%**	
		(AX)	**52%**	
65	Flat Fee	Shop Supplies		
		(AJ)	**$5.00**	
		(AK)	**$30.00**	
		(AT)	**$150.00**	
		(AU)	**$40.00**	
66	Flat Fee	Disposal Fee		
		(AK)	**$30.00**	
		(AT)	**$50.00**	
		(AU)	**$10.00**	

Towing and Recovery Services:

Item	UOM	Article & Description	During Normal Working Hours	After Normal Working Hours	Comments
67	Hook Charge	Class A/B Light Duty, up to 10,000 lbs. GVWR	**From:** **To:**	**From:** **To:**	
		(AB)	**$100.00**	**$150.00**	
		(AO)	**$105.00**	**$120.00**	
68	Per Mile	Class A/B Light Duty, up to 10,000 lbs. GVWR			
		(AB)	**$8.00**	**$15.00**	
		(AO)	**$5.00**	**$5.50**	

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Item	UOM	Article & Description	During Normal Working Hours	After Normal Working Hours	Comments
69	Per Day	Class A/B Light Duty, up to 10,000 lbs. GVWR Storage	From: To:	From: To:	
		(AB)	**$15.00**	**$0.00**	
70	Hook Charge	Class C Medium Duty, up to 26,000 lbs. GVWR	From: To:	From: To:	
		(AB)	**$175.00**	**$250.00**	
71	Per Mile	Class C Medium Duty, up to 26,000 lbs. GVWR	From: To:	From: To:	
		(AB)	**$12.00**	**$15.00**	
72	Per Day	Class C Medium Duty, up to 26,000 lbs. GVWR Storage	From: To:	From: To:	
		(AB)	**$20.00**	**$0.00**	
73	Hook Charge	Class D Heavy Duty, up to 80,000 lbs. GVWR	From: To:	From: To:	
		(AR)	**$300.00**	**$315.00**	

Item	UOM	Article & Description	Unit Price	Comments
78	Flat Fee	Exterior wash by hand or automatic car washing mechanism		
		(AA)	**$180.00**	
		(AG)	**$35.00**	This is for exterior and interior washes (not detailing)
		(AJ)	**$50.00**	
		(AV)	**$29.95**	
79	Flat Fee	Interior wash		
		(AA)	**$180.00**	
		(AJ)	**$80.00**	
		(AV)	**$29.95**	

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Item	UOM	Article & Description	**Unit Price**	
80	Flat Fee	Detail Cleaning		
		(AA)	**$350.00**	Full Detail (Exterior and interior wash and all dressings)
		(AG)	**$180.00**	This is for full detail including engine
		(AJ)	**$200.00**	
		(AU)	**$125.00**	

***** 80 Items Total *****

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Certificate Of Completion

Envelope Id: BD0664EB-457F-4BD3-9AD0-9F367258DE09
Status: Completed
Subject: GSD/SPD Procurement#: 45-00000-24-00086
Source Envelope:
Document Pages: 33
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Jessica Chavez
1100 S Saint Francis Dr
Santa Fe, NM 87502
jessica.chavez@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
3/31/2025 8:04:48 AM
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jessica.chavez@gsd.nm.gov
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Location: Docusign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/31/2025 8:07:54 AM Viewed: 3/31/2025 8:09:48 AM Signed: 3/31/2025 8:09:51 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None), Login with SSO	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/31/2025 8:09:54 AM Viewed: 3/31/2025 8:10:43 AM Signed: 3/31/2025 8:12:04 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/31/2025 8:12:08 AM Viewed: 3/31/2025 8:16:30 AM Signed: 3/31/2025 8:16:36 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	3/31/2025 8:07:54 AM
Certified Delivered	Security Checked	3/31/2025 8:16:30 AM
Signing Complete	Security Checked	3/31/2025 8:16:36 AM
Completed	Security Checked	3/31/2025 8:16:36 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

26-047

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:**	October 6, 2025
Drafter:	Enedelia Vitolas	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH WAGNER EQUIPMENT COMPANY OF AURORA, COLORADO, VIA SANTA FE SOLID WASTE MANAGEMENT AGENCY CONTRACT NO. 25-110 FOR A POSSIBLE TERM THROUGH MARCH 20, 2035 IN AN AMOUNT NOT TO EXCEED $1,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-030).**

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

PURPOSE(S) OF ACTION:

To authorize an existing contract purchase agreement

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) Fleet Services program (Fleet) is responsible for the maintenance and repair of City-owned heavy duty vehicles, trailers, and equipment. Fleet heavy duty vehicles are classified as any passenger cars, sport utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more. Fleet currently purchases heavy duty parts and labor for these units from Wagner Equipment Company of Aurora, Colorado.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for efficient and cost-effective procurement of goods and services to meet the City's operational needs.

Wagner Equipment Company provides reduced pricing based on Santa Fe Solid Waste Management Agency Contract No. 25-110. for a possible term through March 20, 2035. Fleet estimates yearly purchases will exceed the $100,000 threshold which requires City Council approval, and is requesting authorization to contract with Wagner in an amount not to exceed $1,000,000 plus applicable taxes annually, subject to approved budget appropriations.

SUPPORT INFORMATION:

Exhibit "A "25-26-030_ECPA_Wagner.doc

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an existing contract purchase agreement for the purchase of heavy duty parts and labor with Wagner Equipment Company of Aurora, Colorado, in an amount not to exceed of $1,000,000, plus applicable taxes, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively impact City operations.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the purchase of heavy duty parts and labor, which could negatively impact City operations.

RESOLUTION 26-047

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR HEAVY DUTY VEHICLE PARTS AND LABOR WITH WAGNER EQUIPMENT COMPANY OF AURORA, COLORADO, VIA SANTA FE SOLID WASTE MANAGEMENT AGENCY CONTRACT NO. 25-110 FOR A POSSIBLE TERM THROUGH MARCH 20, 2035 IN AN AMOUNT NOT TO EXCEED $1,000,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-030).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services Section (Fleet) is responsible for the maintenance and repair of City vehicles, trailers and equipment, including Fleet heavy duty vehicles are classified as any passenger cars, sport utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs; and

WHEREAS, Wagner Equipment Company provides reduced pricing based on Santa Fe Solid Waste Management Agency No. 25-110; and

WHEREAS, the City is requesting to enter into an existing contract price agreement utilizing Santa Fe Solid Waste Management Agency Contract No. 25-110.

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

(I)

THAT the City is authorized to purchase heavy duty parts and supplies under Existing Contract Purchase Agreement 25-26-030, as shown in Exhibit "A" attached hereto and made part of this resolution, in an amount not to exceed $1,000,000, plus applicable taxes, subject to approved budget appropriations.

(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"

25-26-030
Heavy Duty parts
& Labor

CITY OF LAS CRUCES

EXISTING CONTRACT PURCHASE AGREEMENT

SANTA FE SOLID WASTE MANAGEMENT AGENCY
CONTRACT NO. 25-110

HEAVY DUTY PARTS & LABOR

Pursuant to terms and conditions of SANTA FE SOLID WASTE MANAGEMENT AGENCY Contract No. 25-110, ITB No. 25110 dated March 20, 2025, between the SANTA FE SOLID WASTE MANAGEMENT AGENCY and WAGNER EQUIPMENT CO (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of _____, 2025, 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 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to SANTA FE SOLID WASTE MANAGEMENT AGENCY Contract No. 25-110, 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 SOLID WASTE MANAGEMENT AGENCY Contract No. 25-110.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of SANTA FE SOLID WASTE MANAGEMENT AGENCY Contract No. 25-110. Cost of delivered product / 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.

WAGNER EQUIPMENT CO

BY: _____
Tony A. Rodriguez
Sales manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

08/21/2025
City Attorney

Attachment A

ITEM # 25-0110

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH WAGNER EQUIPMENT COMPANY
(Parts and Labor - Off-Road Heavy Equipment Repairs – 2025)

This PRICE AGREEMENT ("Agreement") is made and entered into this 20th day of March 2025, by the Santa Fe Solid Waste Management Agency ("the Agency") and Wagner Equipment Company ("Contractor") for off-road heavy equipment repairs (parts and labor) as described in ITB No. 25110 and below.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 25110 and all terms, specifications and conditions, contained therein and Contractor's response for cost of items and services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. Contractor agrees to obtain and maintain all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors throughout the term of this Agreement.

3. DEFINITIONS

A. "Agency" means the Santa Fe Solid Waste Management Agency.

B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506 or Buckman Road Recycling and Transfer Station at 2600 Buckman Road, Santa Fe, NM 87507.

C. "Items" means tangible goods or tangible items of personal property required for Agency operations. Unless otherwise specified, all items are to be new and of most current production.

D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.

E. "Price Agreement" means this indefinite quantity Price Agreement, which requires the Contractor to provide product(s) to the Agency.

F. "Purchase Order" means a fully executed purchase document issued by the Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.

G. "Services" mean services to be performed by personnel who do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture or legal services.

H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

A. Price of Items and Services. Section 4 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject of this Agreement.

B. Purchase Orders. The Agency may issue Purchase Orders to purchase the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number and Price Agreement number.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.

D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 25110, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions:

1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, packaging, Purchase Order number, Price Agreement number and Agency facility.

2) Delivery shall be made upon arrival of ordered items. Contractor shall notify the Agency of anticipated delivery and if the complete order cannot be fulfilled.

3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.

4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.

5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such to any customers for such items or services. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed, at Contractor's risk and expense, promptly after notice of rejection.

2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the Agency has accepted them in writing. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receiving services or items, the Agency shall issue a written certification of complete or partial

acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed accepted.

3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.

4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the Central Purchasing Division.

5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.

6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

9. CANCELLATION

A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.

C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

10. TERMINATION

A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days prior written notice to Contractor of the date of termination. Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

11. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing product delivery services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

A. Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict ofinterest.

B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not adequately serving the Agency's needs, at the sole discretion of the Agency.

15. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies that it has not, either directly or indirectly, taken action to restrain free competitive bidding in connection with its offer and this Agreement.

17. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance

company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

19. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

20. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

21. THIRD-PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

22. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three (3) years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

23. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The

parties agree that any action or suit arising from this Agreement shall be brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

26. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

27. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

28. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below:

AGENCY:
Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR:
Jorge Garcia
Product Service Support Representative
Wagner Equipment Company
18000 Smith Road
Aurora, CO 80011
Email: garcia_jorge@wagnerequipment.com
Copy to: risk@wagnerequipment.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

29. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia (Mar 21, 2025 15:17 MDT)
Lee Garcia
Chairperson

03/21/25
Date:

ATTEST:

Andréa Salazar
Santa Fe City Clerk

CONTRACTOR:

Jorge Garcia
Jorge Garcia
Product Service Support Representative
Wagner Equipment Company

03/17/25
Date:

APPROVED AS TO FORM:

Nancy Long (Mar 15, 2025 15:23 MDT)
Nancy R. Long
Agency Attorney

03/15/25
Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 25110

1. GENERAL CONDITIONS

A. This Agreement is established to provide parts and labor for repairs to off-road heavy equipment for the Agency hereinafter referred to as services. The Agency owns equipment listed in Section 3 of Exhibit A that may require Contractor's services. However, the Agency may require services for new equipment in the future. Thus, the list of equipment may be revised by notice to Contractor from the Agency and an updated Exhibit A shall be appended to this Agreement.

B. Contractor shall furnish labor, parts, supplies, materials and equipment necessary to repair off-road heavy equipment. Costs of expendable supplies and materials (e.g., electrical tape, wire connectors, short lengths of electrical wire, smaller bolts, screws, lubricants, anti-freeze, etc.) shall be included in the labor costs bid by the Contactor. The Agency reserves the right to provide parts, supplies and materials when the Agency determines that purchasing parts, supplies and materials is in the best interest of the Agency.

C. The Agency is responsible for determining when the services of Contractor are needed.

D. Contractor shall assess the situation/problem, when directed, and provide an estimate which will include a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Once approved by the Agency, Contractor shall perform the needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shallprovide status updates as determined by the Agency.

F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.

G. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.

H. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contactor will be held responsible for removal of any debris created during work performed. Disposal sites are usually provided, in cases where there is no disposal site provided Contractor is responsible for disposal of any trash created during the work performed.

I. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 60-calendar day timeframe.

J. Most services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. However, from time to time the Agency may request services after 5:00 p.m., on weekends, holidays, etc.

K. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (non-holidays), shall be approved by the Agency in advance.

L. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

M. Contractor shall obtain any and all licenses and/or permits required to legally perform the services described herein. All work shall be permitted unless otherwise specified from requesting department any delays/costs caused by Contractor's violations/corrections shall be the responsibility of Contractor, and shall be remedied as soon as possible.

N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.

P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Section 4 of Exhibit A. A copy of the supplier's invoice must be submitted to the Agency for payment.

Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.

R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.

S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

A. Contractor shall request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment.

B. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant
149 Wildlife Way
Santa Fe, NM 87506
Telephone: (505) 424-1850 x 140
Email: AccountsPayable@sfswma.org

3. LIST OF OFF-ROAD HEAVY EQUIPMENT

Covered	Not Covered	Year/Make/Model/Description
X		2007 Caterpillar 826H Landfill Compactor
X		2015 Caterpillar 836K Landfill Compactor
X		2020 Caterpillar 836K Landfill Compactor
X		1997 Caterpillar D8R Waste Handler Dozer
X		2019 Caterpillar D8T Waste Handler Dozer
X		2022 Caterpillar D8T Waste Handler Dozer
X		2003 Caterpillar 623G Wheel Tractor-Scraper
X		2005 Caterpillar 623G Wheel Tractor-Scraper
X		2019 Caterpillar 623K Wheel Tractor-Scraper w/ Grade Control
X		2003 Caterpillar 621G Water Wagon 8,000-gallon
X		2002 Caterpillar 613C Water Wagon 5000-gallon
X		2004 Caterpillar 613C Water Wagon 5,000-gallon
X		1992 Caterpillar 140G Motor Grader
X		2002 Caterpillar 140H Motor Grader
X		1997 Caterpillar 950F Wheel Loader
X		2007 Caterpillar 307C Excavator
X		2016 Caterpillar 308E Excavator
X		2022 Caterpillar 308CR Excavator
X		2005 Caterpillar 242B Skid Steer Loader
	X	2012 Volvo L35B Wheel Loader
	X	2012 Volvo L110G Wheel Loader
	X	2016 Volvo L110H Wheel Loader
	X	2019 Volvo L110H Wheel Loader
	X	Tarpomatic Machine, Spools and Tarps (2)

Covered	Not Covered	Year/Make/Model/Description
	X	2021 Morbark 3400XT Wood Hog (Caterpillar C-18 Engine)
	X	2017 Toyota Forklift
	X	2014 Toyota 8FGU30 Forklift
	X	1994 Hyster Forklift
	X	Eagle Tire Cutter Tuff Cut
	X	Eagle Tire De-Rimmer
	X	2022 John Deere 5090E Tractor
	X	1985 Broce T20 Street Broom (Ford Engine)
	X	2006 Godwin Water Pump (John Deere Engine)
	X	MultiQuip Generator (Kubota Engine)
	X	MadVac Litter Vacuum
	X	Ingersoll Rand Air Compressors
	X	Tyco Fire Suppression System on Select Equipment
	X	All Case Equipment
X		All Caterpillar Equipment
	X	All Komatsu Equipment
X	X	All Volvo Equipment

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4. CONTRACTOR'S UNIT PRICING

Wagner Equipment Company

Contact: Jorge Garcia
Address: 18000 Smith Road
Aurora, CO 80011

Phone: (505) 526-3631
Email: garcia_jorge@wagnerequipment.com

Service Labor Class	Service Labor Rate/Hour	Emergency Service Labor Rate/Hour
Shop Service Technician	$182.00	$182.00
Field Service Technician	$182.00	$182.00
Shop Mechanic	$182.00	$182.00
Field Mechanic	$182.00	$182.00
Shop Laborer	$182.00	$182.00
Field Laborer	$182.00	$182.00
Machinist	$182.00	$182.00
Fabricator	$182.00	$182.00
Parts		
Discount off Parts	See Attached	
Miscellaneous Charges and Travel		
Machine Cleaning	$728 (Lump Sum)	
Trip Charge (if not included in field labor rates)	$3.30/mile	

The following discounts from Wagner Equipment Co. will apply:

PRODUCTS	PSCS PROGRAM ID	DISCOUNT (%)
CAT Filters	NAT-PR-4	25
CAT Batteries	NAT-ELE-3030	25

CAT/GET / Under/Carriage

PRODUCTS	PSCS PROGRAM ID	DISCOUNT (%)
GET – Preferred Customer Parts Discount	NAT-GET-2	30
GET-Adapters & Base Edge	NAT-GET-3186	25
U/C Traditional Platform	NAT-UC-3062	25
U/C TTT & HEX Medium/Heavy Duty	NAT-UC-3055	15
U/C CI General Duty TTT & HEX	NAT-UC-54	25

Customer Signature Authorization

Customers Name & Title: Randall Kippenbrock, Executive Director

E-Mail Address: rkippenbrock@sfswma.org

Signature: Randall Kippenbrock Date: 5/23/23

Wagner Representatives / Managers / Supervisors

Name Jorge Garcia (Printed Name) Signature Jorge Garcia Title PSSR Date: 5/23/23

Name _____ (Printed Name) Signature _____ Title _____ Date: _____

Name _____ (Printed Name) Signature _____ Title _____ Date: _____

Wagner Equipment Company Branch Location: **Albuquerque, NM**

26-048

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:**	October 6, 2025
Drafter:	Enedelia Vitolas	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR TIRES, TUBES, SUPPLIES AND LABOR WITH TIRECENTER PLUS, INC. OF LAS CRUCES, NEW MEXICO, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 40-00000-24-00086 FOR A POSSIBLE TERM THROUGH NOVEMBER 4, 2028, IN AN AMOUNT NOT TO EXCEED $160,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-032).**

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

PURPOSE(S) OF ACTION:

To authorize an existing contract purchase agreement

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) Fleet Services program (Fleet) is responsible for the maintenance and repair of City-owned heavy duty vehicles, trailers, and equipment. Fleet heavy duty vehicles are classified as any passenger cars, sport utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more. Fleet currently purchases tires, tubes and supplies for these units from Tirecenter Plus, Inc. of Las Cruces, New Mexico.

Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for efficient and cost-effective procurement of goods and services to meet the City's operational needs.

Tirecenter Plus, Inc. provides reduced pricing based on New Mexico State Purchasing Division Contract No. 40-00000-24-00086, for a possible term through November 4, 2029. Fleet estimates yearly purchases will exceed the $100,000 threshold which requires City Council approval and is requesting authorization to contract with Tirecenter Plus, Inc. in an amount not to exceed $160,000 plus applicable taxes annually, subject to approved budget appropriations.

SUPPORT INFORMATION:

Exhibit "A" 25-26-032_ECPA_TireCenterPlus

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an existing contract purchase agreement for the purchase of tires, tubes and supplies with Tirecenter Plus, Inc. of Las Cruces, New Mexico, in an amount not to exceed of $160,000, plus applicable taxes, subject to approved budget appropriations.
2. Vote "No"; this will deny the Resolution, which could negatively impact City operations.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the purchase of heavy duty parts and labor, which could negatively impact City operations.

RESOLUTION 26-048

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR TIRES, TUBES, SUPPLIES AND LABOR WITH TIRECENTER PLUS, INC. OF LAS CRUCES, NEW MEXICO, VIA NEW MEXICO STATE PURCHASING DIVISION CONTRACT NO. 40-00000-24-00086 FOR A POSSIBLE TERM THROUGH NOVEMBER 4, 2028, IN AN AMOUNT NOT TO EXCEED $160,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-032).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services Section (Fleet) is responsible for the maintenance and repair of City vehicles, trailers and equipment, including Fleet heavy duty vehicles are classified as any passenger cars, sport utility vehicles (SUVs), vans, and/or trucks of 26,001 lbs. gross weight or more; and

WHEREAS, Las Cruces Municipal Code, Chapter 24, Section 24-4 (25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs; and

WHEREAS, Tirecenter Plus, Inc. provides reduced pricing based on New Mexico Purchasing Division Contract No. 40-00000-24-00086; and

WHEREAS, the City is requesting to enter into an existing contract price agreement utilizing New Mexico Purchasing Division Contract No. 40-00000-24-00086.

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

(I)

THAT the City is authorized to purchase tires, tubes and supplies under Existing Contract Purchase Agreement 25-26-032, as shown in Exhibit "A" attached hereto and made part of this resolution, in an amount not to exceed $160,000, plus applicable taxes, subject to approved budget appropriations.

(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

EXISTING CONTRACT PURCHASE AGREEMENT

NEW MEXICO STATE PURCHASING DIVISION
CONTRACT NO. 40-00000-24-00086BK

TIRES, TUBES AND SUPPLIES

Pursuant to terms and conditions of NEW MEXICO STATE PURCHASING DIVISION (NMSPD) Contract No. 40-00000-24-00086BK, ITB No. 40-00000-24-00086 dated February 23, 2024, between the NMSPD and TIRECENTER PLUS, INC (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of _____, 2025, 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 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver products / perform services pursuant to NMSPD Contract No. 40-00000-24-00086BK, 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 NMSPD Contract No. 40-00000-24-00086BK.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 40-00000-24-00086BK. Cost of delivered product / 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.

TIRECENTER PLUS, INC

BY: _____
Michael Schuette
Sales

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

08/19/2025
City Attorney

Attachment A

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor: **46 Vendors**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at Time of Order**

Price Agreement Number**:** **40-00000-24-00086**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

Procurement Specialist**:** **Jessica Chavez**

Telephone No.**:** **(505) 500-9824**

Email: **Jessica.Chavez@gsd.nm.gov**

Title**:** **Vehicle Servicing & Maintenance**

Term**:** **November 5, 2024 thru November 4, 2025**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 11/5/2024

VL AP

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00086

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

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

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000183244
505 Garage Automotive Repair and Truck Service
1206 E. Murray Dr.
Farmington, NM 87401
Ken Smith
505-486-3369
k@monarchtransportationllc.com

Delivery: **As Requested**

(AB) 0000011562
ABC Paint and Body LLC.
490 North Valley Drive #C
Las Cruces NM 88005
Mike Day
575-524-2004
Mday@abcpaintandbody.com

Delivery: **ABC Paint and Body LLC 490 North Valley Drive Las Cruces N.M. 88005**

(AC) 0000012758
Adventure Enterprises, LLC
PO Box 16652
Las Cruces, NM 88004
Mayra J Rodriguez
575-523-9336
adventureenterprises@gmail.com

Delivery: **1225 N Solano Dr. Las Cruces, NM 88001**

(AD) 0000057566
Aguirre Auto Inc
2460 Lakeside Dr
Las Cruces, NM 88007
Mark Aguirre
575-647-3434
aguirreauto@gmail.com

Delivery: **As Requested**

(AE) 0000073087
ASAP Glass LLC
110 Altez St SE Suite A
Albuquerque, NM 87123
Carla Dill
505-292-4219
asapglassllc@gmail.com

Delivery: **1720 Eubank Blvd NE, Albuquerque, NM 87112**

(AF) 0000146552
Adaptive Maintenance Solutions
HC 60 Box 17A
Fence Lake, NM 87315
David Blood
505-495-0707
email@adaptivemaintenancesolutions.com

Delivery: **No delivery**

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(AG) 0000113690
Alamo Tint & Auto Glass
207 Canal St
Alamogordo, NM 88310
Joseph Herrera
575-446-2278
alamotint@hotmail.com

Delivery: **Nonapplicable**

(AH) 0000047770
Albuquerque Motor Company
dba Melloy Dodge
9621 Coors Blvd NW
Albuquerque, NM 87114
Leonard Erdman
505-922-2531
lerdman@melloydodge.com

Delivery: **24 to 72 hours depending on parts availability.**

(AI) 0000049896
Bob Turner's Ford
1101 Montano Rd NE
Albuquerque, NM 87107
Albert Lopez
505-944-6441
alopez@myforddealer.com

Delivery: **As Requested**

(AJ) 0000116027
Broadway Motors, Inc.
P.O. Box 1772
Midland, Texas 79702
Chris Rogers
(615) 545-3078
chrisr@billwilliamstire.com

Delivery: **As Requested**

(AK) 0000177081
Casa Ford of Las Cruces
Casa Autoplex 470 West Boutz Rd
Las Cruces, NM 88005
Rob Karveller
575-525-4561
rkarveller@casaautogroup.com

Delivery: **Casa Autoplex 470 West Boutz Rd Las Cruces, NM 88005**

(AL) 0000057618
Discount Mobile Auto Glass
HC 73 Box 3210
Prewitt, NM 87045
Greg Gonzales
505-290-7544
discountmobileautoglass@yahoo.com

Delivery: **1 to 2 Day Service**

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(AM) 0000051541
Don Chalmers Ford, Inc.
Chalmers Ford 2500 Rio Rancho Drive SE
Rio Rancho, NM 87124
Darrel Cubillos
(505) 890-2216
dcubillos@chalmersford.com

Delivery: **As requested**

(AN) 0000097618
Farmington Tire, Inc.
Four States Tire & Service 2508 E. Main St.
Farmington, NM 87401
Matt Messier
970-560-4349
matt@4statestire.com

Delivery: **Delivery Upon Request**

(AO) 0000048158
Four Corners Glass Inc.
4 Corners Glass Inc 705 S. Commercial Ave.
Farmington, NM 87413
Loyd Medina
(505) 327-5676
evemedina172@gmail.com

Delivery: **In shop**

(AP) 0000098181
Glass Pro of NM LLC
3520 Calle Cuervo NW
Albuquerque NM 87114
Ryan Deveraux
505-974-1708
Ryan@myjiffy.com

Delivery: **48-hour Turnaround**

(AQ) 0000048410
Hal Burns Truck & Equipment Service, LLC
14 Camino Charro
Santa Fe, NM 87507
David Burns
(505) 470-3098
David@halburns.com

Delivery: **14 Camino Charro Santa Fe, NM 87507**

(AR) 0000099062
LJ Pacheco Auto Parts LLC
PO BOX 363
MORA, NM 87732
Lesley Pacheco
(505) 570-0545
lj2000_pacheco@yahoo.com

Delivery: **177 State Highway 518 Mora, NM 87732**

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(AS) 0000043722
Lubricar, Inc.
3520 Calle Cuervo NW
Albuquerque, NM 87114
Rick Brittain
(505) 238-1512
brittain@myjiffy.com

Delivery: **N/A**

(AT) 0000052205
M&M Industries, Inc.
PO Box 90473
Albuquerque, NM 87199
Edward McLain
(505) 890-4029
mmhydraulicsorg@yahoo.com

Delivery: **PO Box 90473 Albuquerque, NM 87199**

(AU) 0000102368
MAC Hydraulic & Lubrication LLC
3515 Princeton Dr. NE
Albuquerque, NM 87107
Wayne Macleod
505-884-1515
machydraulic@gmail.com

Delivery: **As Requested**

(AV) 0000046552
McBrides Inc.
1010 2nd St. NW
Albuquerque, NM 87102
Warren Wild
505-242-2174
wwild.McBridesInc@gmail.com

Delivery: **No Delivery**

(AW) 0000053317
Maloney Enterprises Inc.
120 North Garden Ave.
Roswell, NM 88203
Greg Maloney
(575) 626-1900
gmaloney@lykinstire.com

Delivery: **As Requested.**

(AX) 0000101429
Municipal Emergency Services, Inc.
PO box 856892
Minneapolis, MN 55485-6892
Eric Christie
(575) 640-0650
echristie@mesfire.com

Delivery: **2050 W Hadley Ave, Las Cruces, NM 88007**

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(AY) 0000141918
Murray Auto Maintenance Inc
1309 W. Murray Dr.
Farmington, NM 87401
Adam Brown
(505) 592-0662
murrayautomaintenance@mydurango.net

Delivery: **N/A**

(AZ) 0000080709
O'Reilly Auto Enterprises, LLC
O'Reilly Auto Parts, PO Box 9464
Springfield, MO. 65801
Roanen Barron
417-874-7240
probids@oreillyauto.com

Delivery: **Free delivery for standard orders. Special Orders (factory direct, bulk quantities, outside purchases., etc) may require freight which is billed at cost as a separate line item on the invoice. Most stocked items are delivered same day with emergency "hot shot" delivery available within 1 hour at no additional cost; most non-stocked items delivered next day with stock replenishment shipments from the distribution center or hub stores. All O'Reilly Auto Parts stores receive stock replenishment shipments five nights per week.**

(BA) 0000111961
One Community Auto, LLC
9501 Susan Ave SE
Albuquerque, NM 87123
Gary Peterson
505-379-3432
gary@onecommunityauto.com

Delivery: **9501 Susan Ave SE Albuquerque, NM 87123**

(BB) 0000183148
One Squared LLC
9620 Eagle Ranch Rd NW
Albuquerque, NM 87114
Jesse Jackson
(512) 887-1557
jesse@mangoautomotive.com

Delivery: **When available, standard pickup/dropoff services $40 per vehicle round trip.**

(BC) 0000050170
Premier Tire & Service, Inc.
7340 San Antonio Dr. NE
Albuquerque, NM 87110
Christopher Sanchez
(505) 821-5771
PREMIERTIRE1@MSN.COM

Delivery: **ABLE TO DELIVER**

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(BD) 0000087738
Phil Long Dealership LLC
301 S 2nd Street
Raton, NM 87740
Rhett M. Butler
(505) 514-3552
rbutler@phillong.com

Delivery: **As Requested, Subject to Availability.**

(BE) 0000053820
Precision Transmission Inc.
854 St Michael's Dr
Santa Fe, NM 87505
Leonard Roybal
(505) 471-2095
ptransmission@yahoo.com

Delivery: **As Requested**

(BF) 0000046112
Richardson Investments, Inc. dba Rich Ford
8601 Lomas Blvd NE
Albuquerque NM 87112
Victor Talamante
(505) 275-4544
vtalamante@rich-ford.com

Delivery: **N/A**

(BG) 0000051704
S & J LLC
9000 Pan American Fwy NE
Albuquerque, NM 87113
Perry Jenks
(505) 260-2266
pjenks@corleyauto.com

Delivery: **9000 Pan American Fwy NE**
Albuquerque, NM 87113

(BH) 0000175712
ServiceLab Home and Auto
1219 w. 7th Street
Clovis NM 88101
Carmel Gutierrez
(575) 935-7378
carmel.servicelabclovis@gmail.com

Delivery: **1219 W. 7th Street Clovis NM 88101**

(BI) 0000096742
Siddons Martin Emergency Group, LLC
P.O. Box 679827
Dallas, TX 75267-9827
Troy Harrison
(281) 606-4933
tharrison@siddons-martin.com

Delivery: **4214 2nd St NW, Albuquerque, NM 87107**

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(BJ) 0000132565
Southwest Auto Body
1003 6th Street North
Socorro NM, 87801
Daymen Castagnetto
(575) 835-1006
southwestauto575@gmail.com

Delivery: **1003 6th Street North Socorro NM, 87801**

(BK) 0000049074
Tirecenter Plus Inc.
1165 El Paseo Rd
Las Cruces, NM 88001
Michael Schuette
(575) 312-1820
TIRECENTERPLUS@HOTMAIL.COM

Delivery: **FREE DELIVERY FOB DONA ANA COUNTY**

(BL) 0000137649
TLC Operations LLC
Tinley Tee Tire 2020 Columbus Rd
Deming, NM 88030
Bon Simmons
(575) 546-0463
bon@tinleyteetire.com

Delivery: **Tinley Tee Tire 2020 Columbus Rd Deming, NM 88030**

(BM) 0000046611
Testons Chevron
2200 N Date Street
Truth or Consequences, NM 87901
Trish Starr
575-894-6688
testonschevron@yahoo.com

Delivery: **As Requested**

(BN) 0000142161
The Wrench Truck and Auto
1350 W. Murray Dr.
Farmington, NM 87401
Warren Allenbaugh
(505) 324-0610
wrenchthe@mydurango.net

Delivery: **N/A**

(BO) 0000169845
Transdev Services Inc
720 E. Butterfield Rd., Suite 300
Lombard, IL 60148
Jerry West
(513) 214-4973
gerald.west@transdev.com

Delivery: **Drive up service available with scheduled appointment (575.208.0504)**

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(BP) 0000183010
Valvoline Instant Oil Change
Valvoline LLC PO Box 74008513
Chicago, IL 60674-8513
Jacob Lubbers
(812) 309-3094
jacob.lubbers@valvoline.com

Delivery: **All items we are bidding on do not require delivery. All items are provided at service center locations across the state.**

(BQ) 0000143050
WM Farms LLC
Roswell Tire and Appliance,
101 S. Main St.
Roswell, NM 88203
Wiley Maloney
(575) 622-4400
roswelltireandappliance@gmail.com

Delivery: **As requested**

(BR) 0000050718
West Mesa Auto Craft, Inc.
122 Frontage Rd
Rio Rancho, NM 87124
Steve Poswiatowski
(505) 891-0774
steve@wmepnm.com

Delivery: **As Requested**

(BS) 0000017337
William C Mang, Jr.
1200 West 2nd Street
Roswell, NM 88201
William Mang
(575) 622-7791
will@themangs.com

Delivery: **1200 West 2nd Street, Roswell, NM 88201**

(BT) 0000103075
Santa Fe Exclusive Honda
2810 Siler Lane
Santa Fe, NM 87507
Jose Ocampo
505-474-6516
joseocampo061@gmail.com

Delivery: **Ok**

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Specifications:
The purpose of this Invitation to Bid (ITB) is to secure competitive bids from qualified bidders and to establish a Statewide Price Agreement for performing preventive maintenance, mechanical, body and paint repairs, parts procurement, component/attachment repairs, materials and labor for automobiles, light and medium-duty trucks and equipment, motorcycles, ATV's, RV's, watercrafts and towing and recovery services. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies allowed may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued herein.

Term:
The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Successful vendor(s) should be a physically established parts and/or service facilities in New Mexico, with Original Equipment Manufacturer (O.E.M.) certified mechanics qualified to repair and service all aspects of engine and powertrain components.

Escalation / Reduction Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. **No** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Price increases will only be considered concurrently with the Annual Extension of the Price Agreement.

Method of Award:
This will be a multiple award price agreement to facilitate maintenance for the largest number of types of vehicles and equipment parts and repair options, as well as locations throughout the state.

Inspection of Work:
Representatives of the user agencies shall have access, at any reasonable time, to the vendor's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or user agency.

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Estimates and Quotes:
All written estimates and/or quotes will provide an itemized list of all parts and labor costs as part of the estimate and/or quote for the needed repairs. These shall be provided at no charge if it can be performed without excessive teardown time. Estimates and/or quotes which require teardown, must have prior authorization before commencing. All labor costs must be presented with both the number of labor hours as well as the labor rate.

Invoices:
All invoices will provide an itemized list of all parts and labor costs. All labor costs must be presented with both the number of labor hours as well as the labor rate. All parts costs shall include list price as well at the percentage of discount bid and the final costs to the user agency. Gross receipts tax applies to labor only, tax shall not be applied to parts or materials furnished. Each vehicle repaired shall be identified as to license number, make/model, VIN number and mileage, and will be invoiced separately against a specific order. NMDOT will use fixed asset # and/or unit numbers. Tax shall be added to the invoice at current rates as a separate item to be paid by the users.

Any invoices and/or bills that do not contain the required information stated above will not be accepted by the user agency.

Payment of Invoice:
Upon acceptance that the products and/or services have been received and accepted, payment shall be tendered to the vendor within thirty (30) days of the date of the invoice. The date of the invoice cannot be prior to the date of the receipt of the products and/or completion of services. Any invoices returned to the vendor for omission of required information will be dated with the date that they were corrected and resubmitted to the user agency.

Labor Charges:
All labor times stated on the invoices and/or estimates shall be consistent with standardized published labor times found on databases such as Alldata and Mitchell On Demand.

Towing:
Towing During regularly scheduled business hours, the user agency or designee is responsible for contacting a successful towing service to have the vehicle towed, including transportation of all passengers, to a successful automotive maintenance repair place of business. During off hours, the user agency or designee is responsible for contacting a successful towing service or a central radio dispatch. The successful towing service shall be responsible for ensuring the safety and security of the user agency's motor vehicle. Tow truck operators are to propose a total flat rate that includes the hook-up, mileage rates, disabling the transmission and any other charges associated with towing a vehicle. Calls for emergency services (lock-out, fuel, tire change, battery chargers, etc.) are to be at an additional charge. Towing services generally will require that the vehicle be towed to the nearest approved facility unless approval is provided by the agency to take the disabled vehicle to a different location.

In order to remain a vendor under this price Agreement, each towing service must ensure that their certification to perform the requisite duties as a towing service is up to date and in compliance with the requirements of the New Mexico Public Regulation Commission (PRC). Failure to maintain this certification throughout the term of the Agreement will result in the vendor being suspended and prohibited from providing further services under this Agreement.

Car Washes:
Provide a stationary or automatic car-washing service that shall include but not be limited to:
• Exterior wash by hand or automatic car washing mechanism
• Exterior wash shall include soap, rinse and dry by hand or automatic car washing mechanism
• Interior wash by hand to include vacuum and wipe down
• Detailing – requires prior authorization
Car washes may occur no more than one time per month per vehicles. Any exceptions to number of washes per month requires authorizations.

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Labor Charges:
Gross receipts or local tax applies to labor only. Taxes will only apply to the actual service provided and not the parts.

Payment or Acceptance Not Conclusive:
No payment made under this agreement shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the vendor from corrections of the defects. The final acceptance shall not be binding upon the user agency or the State, nor conclusive, should it subsequently develop the vendor had furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the user agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications at the cost and expense of the bidder.

Prior Approval
The contractor shall contact the using agency to get contact person's name and for agencies approval requirements for any repairs. All repair costs greater than $500.00 (parts and labor) must receive prior approval from the appropriate fleet manager prior to executing any repair. The user agency will provide an authorization number that shall be included on work orders and invoices.

Parts and Supplies:
Parts and tools will be provided at the maximum discount offered by the vendor. Cost for parts and supplies will be itemized separately on each invoice and will indicate list price minus amount discount offered. In cases where the manufacturer's current retail price or vendor's cost list is non-existent, the user agency will be billed at the actual cost to the vendor for such items. The user agency agrees to compensate the awarded vendor's actual freight costs incurred in the procurement of "special order parts", which are not normally stocked items, provided that, authorization is granted by the user agency prior to the time of order. For items that require a discount off provided, a catalog MUST be provided with the bid for evaluation purposes. Bids received without a catalog will be deemed **unresponsive**.

The successful bidders must carry an inventory supply of parts to service the user agency needs without undue delays. All parts and materials shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the user agency.

The user agency reserves the right to request the return of or inspection of any part(s), accessory(ies), or subassembly(ies) replaced on motor vehicles to affect the repair. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user agency. Rebuilt assemblies may be used in the repair of motor vehicles, with prior approval of the user agency when such is standard industry practice, and the rebuilt assembly or subassembly carries the same manufacturer or remanufacture warranty as a new assembly or subassembly. Any part(s) removed are the property of the state and the price is predicated upon an exchange basis with the part replaced.

Preventative Maintenance and Repairs:
All maintenance and repairs will be professionally diagnosed, and repairs and/or adjustments will be performed by only trained and/or certified (ASE, etc.) mechanics.

All warranty and extended warranty maintenance and/or repair work on motor vehicles will occur in accordance with manufacturer's specification. Warranty and extended warranty periods will vary depending on the vehicle make, year, model and mileage. Repair warranty of power train, drive train and other major components shall be for a period of six (6) months from the date of repair or the accepted industry standard, whichever is greater. All other components shall have a warranty of ninety (90) days or the accepted industry standard whichever is greater. Vendor will bear the cost (parts and labor) of warranty repairs done on a call-back basis.

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All preventative maintenance to motor vehicles shall be in accordance with the manufacturers or departments specifications and maintenance schedules. It will be expected that awarded vendors are able to perform services without voiding existing warranties.

Preventative maintenance service shall consist of: Oil and filter replacement, inspecting and topping off all fluids, checking for leaks, inspecting and measuring brake pads and tire tread, inspecting suspension, exhaust system, wiper blades, tire pressure and tire rotation. Awarded vendor(s) will also provide a written report of all items inspected and results.

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Items:

Item	UOM	Article & Description	Unit Price	Comments
1	Flat Fee	PM Service - Gasoline		
		AA	**$112.00**	
		AD	**$35.95**	Synthetic Oil Extra
		AH	**$129.95**	includes oil change, tire rotation & brake inspection
		AI	**$89.95**	Includes tire rotation, using Ford OE parts, & MPI
		AM	**$74.95**	
		AQ	**$140.00**	
		AR	**$500.00**	
		AW	**$59.95**	Conventional /Blend Oil only. Up to 6 Qts. Synthetic is extra.
		BA	**$130.00**	
		BB	**$59.43**	Change engine oil, lube chassis, check all fluids and tire pressure. (Additional quarts extra)
		BC	**$59.99**	
		BF	**$69.95**	
		BG	**$ 14.95 LABOR**	plus parts at fleet rate
		BI	**$69.95**	
		BK	**$92.00**	LOF, brake inspection, tire rotation/balance, disposal
		BP	**$44.99**	This price is a synthetic blend, may vary by OEM required oils, full catalog attached
		BQ	**$65.00**	
		BT	**$65.00**	

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Item	UOM	Article & Description	Unit Price	Comments
2	Flat Fee	4 Cylinder (up to 5 quarts)		
		AA	**$125.00**	
		AD	**$35.95**	Synthetic Oil Extra
		AH	**$69.95**	includes oil change, tire rotation & brake inspection
		AI	**$89.95**	Includes tire rotation, using Ford OE parts, & MPI
		AM	**$74.95**	
		AN	**$59.95**	LOF; Synthetic Blend $36.95 where applicable
		AQ	**$140.00**	
		AR	**$75.00**	
		AS	**$50.99**	
		AW	**$59.95**	Conventional /Blend Oil only. Up to 6 Qts. Synthetic is extra.
		AY	**$79.95**	
		BA	**$75.00**	
		BB	**$59.43**	Unit Pricing with below assumptions:
		BC	**$50.30**	
		BD	**$102.99**	
		BF	**$69.95**	
		BG	**$ 14.95 LABOR**	plus parts at fleet rate
		BI	**$69.95**	includes all systems inspection
		BK	**$54.95**	
		BL	**$55.00**	
		BM	**$72.90**	
		BN	**$79.95**	
		BO	**$96.00**	
		BP	**$44.99**	This price is a synthetic blend, may vary by OEM required oils, full catalog attached
		BQ	**$80.00**	
		BT	**$75.00**	

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Item	UOM	Article & Description	Unit Price	Comments
3	Flat Fee	6 Cylinder (up to 6 quarts)		
		AA	**$135.00**	
		AD	**$44.90**	Synthetic Oil Extra
		AH	**$99.95**	includes oil change, tire rotation & brake inspection
		AI	**$89.95**	Includes tire rotation, using Ford OE parts, & MPI
		AM	**$79.95**	
		AN	**$64.60**	LOF; Synthetic Blend $41.60 where applicable
		AQ	**$147.00**	
		AR	**$85.00**	
		AS	**$55.24**	
		AW	**$59.95**	Conventional /Blend Oil only. Up to 6 Qts. Synthetic is extra.
		AY	**$89.95**	
		BA	**$100.00**	
		BB	**$66.42**	Oil: 5W30 Synthetic Blend EG530DS55
		BC	**$57.29**	
		BD	**$109.87**	
		BF	**$69.95**	
		BG	**$ 14.95 LABOR**	plus parts at fleet rate
		BI	**$72.95**	
		BK	**$65.95**	
		BL	**$63.00**	
		BM	**$82.89**	
		BN	**$89.95**	
		BO	**$100.00**	
		BP	**$49.23**	This price is a synthetic blend, may vary by OEM required oils, full catalog attached
		BQ	**$88.00**	
		BT	**$85.00**	

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Item	UOM	Article & Description	Unit Price	Comments
4	Flat Fee	8 Cylinder (up to 8 quarts)		
		AA	**$145.00**	
		AD	**$62.80**	Synthetic Oil Extra
		AH	**$99.25**	includes oil change, tire rotation & brake inspection
		AI	**$99.95**	Includes tire rotation, using Ford OE parts, & MPI
		AM	**$84.95**	
		AN	**$73.90**	LOF; Synthetic Blend $50.90
		AQ	**$162.00**	
		AR	**$95.00**	
		AS	**$63.74**	
		AW	**$59.95**	Conventional /Blend Oil only. Up to 6 Qts. Synthetic is extra.
		AY	**$99.95**	
		BA	**$125.00**	
		BB	**$80.40**	Filter: Oil Filter M4006
		BC	**$71.27**	
		BD	**$123.65**	
		BF	**$79.09**	
		BG	**$ 14.95 LABOR**	plus parts at fleet rate
		BI	**$78.95**	
		BK	**$75.95**	
		BL	**$71.00**	
		BM	**$102.87**	
		BN	**$99.95**	
		BO	**$108.00**	
		BP	**$57.71**	This price is a synthetic blend, may vary by OEM required oils, full catalog attached
		BQ	**$235.00**	
		BT	**$95.00**	

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Item	UOM	Article & Description	Unit Price	Comments
5	Flat Fee	PM Service - Diesel (up to 15 quarts)		
		AA	**$195.00**	
		AD	**$210.00**	Some Filters Cost More
		AH	**$265.95**	includes oil change, tire rotation & brake inspection
		AI	**$179.95**	Non-dual tire rotation, using Ford OE parts, & MPI
		AM	**$149.95**	
		AN	**$194.95**	Full Synthetic
		AQ	**$340.00**	
		AR	**$200.00**	
		AS	**$93.49**	
		AW	**$129.95**	Conventional /Blend Oil only. Up to 12 Qts. Synthetic is extra.
		AY	**$169.95**	
		BB	**$204.83**	15W40, with Diesel Oil Filter
		BC	**$177.73**	
		BD	**$213.21**	
		BF	**$159.95**	
		BG	**$ 14.95 LABOR**	plus parts at fleet rate
		BI	**$250.00**	
		BK	**$139.95**	
		BL	**$90.00**	
		BM	**$184.85**	
		BN	**$169.95**	
		BO	**$270.00**	
		BP	**$140.89**	This price is conventional, may vary by OEM required oils, full catalog attached
		BQ	**$125.00**	
		BT	**$190.00**	

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Item	UOM	Article & Description	Unit Price	Comments
6	HR - Hour	Preventative Maintenance Labor Rate		
		AA	**$112.00**	
		AD	**$130.85**	
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AH	**$175.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$130.00**	
		AN	**$90.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AS	**$131.75**	
		AT	**$125.00**	Shop labor. $160 Field labor.
		AW	**$130.85**	
		AX	**$189.00**	
		AY	**$119.00**	
		BA	**$130.00**	
		BB	**$129.00**	
		BC	**$130.00**	
		BD	**$175.00**	
		BF	**$125.00**	
		BG	**$100.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BL	**$110.00**	
		BM	**$12.99**	
		BN	**$119.00**	
		BO	**$120.00**	
		BP	**see comments**	all labor rates are included in the flat fee cost
		BQ	**$125.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
7	HR - Hour	Advanced Diagnostic and Repair Labor Rate - Gasoline		
		AA	**$112.00**	
		AD	**$130.85**	
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AH	**$175.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$195.00**	Applies to Upfit services
		AN	**$90.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AS	**$131.75**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AW	**$130.85**	
		AX	**$189.00**	
		AY	**$149.00**	
		BB	**$129.00**	
		BC	**$130.00**	
		BD	**$175.00**	
		BF	**$171.00**	
		BG	**$100.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BL	**$110.00**	
		BN	**$149.00**	
		BO	**$120.00**	
		BQ	**$125.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
8	HR - Hour	Advanced Diagnostic and Repair Labor Rate - Electric		
		AA	**$112.00**	
		AD	**$130.85**	
		AH	**$175.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$195.00**	
		AN	**$90.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AW	**$130.85**	
		AX	**$189.00**	
		BB	**$139.00**	
		BC	**$130.00**	
		BD	**$175.00**	
		BF	**$171.00**	
		BG	**$100.00**	
		BI	**$225.50**	
		BK	**$99.00**	
		BL	**$110.00**	
		BO	**$120.00**	
		BQ	**$125.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
9	HR - Hour	Advanced Diagnostic and Repair Labor Rate - Diesel		
		AA	**$125.00**	
		AD	**$145.85**	2hr diag on Diesel
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AH	**$175.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AW	**$130.85**	
		AX	**$189.00**	
		AY	**$159.00**	
		BB	**$139.00**	
		BC	**$130.00**	
		BD	**$175.00**	
		BF	**$171.00**	
		BG	**$100.00**	
		BI	**$204.95**	
		BK	**$129.00**	
		BL	**$110.00**	
		BN	**$159.00**	
		BO	**$120.00**	
		BQ	**$125.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
10	HR - Hour	A/C diagnostic and repairs		
		AA	**$112.00**	
		AD	**$130.85**	
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AH	**$175.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$195**	
		AN	**$90**	A/C SVC R134A $160.99; A/C SVC R1234YF $254.99 (this includes parts & Labor + testing)
		AQ	**$169.50**	
		AR	**$160.00**	
		AS	**$131.75**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AW	**$130.85**	
		AX	**$189.00**	
		AY	**$149.00**	
		BB	**$129.00**	
		BC	**$79.95**	+ A/C DYE $15.95 / FREON $ 5.95 PER OZ
		BD	**$175.00**	
		BF	**$171.00**	
		BG	**$100.00**	$180 diag, $100/hr
		BI	**$204.95**	
		BK	**$99.00**	
		BL	**$110.00**	
		BN	**$149.00**	
		BO	**$120.00**	
		BP	**starting at $169.99**	Price can vary by vehicle and amount of product used
		BQ	**$125.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
11	P1 - Percent	Parts, Tools and Supplies – Discount off list or manufacturer price		
		AZ	**41%**	List less 41% or better.
		BA	**0%**	
		BL	**0%**	
		BP	**15%**	
		BT	**$0.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
12	Flat Fee	Shop Supplies		
		AA	**See comments**	3% of total invoice before tax
		AD	**$10.00**	
		AF	**$15.00**	
		AH	**$40.00**	10% of total invoice with $50.00 cap
		AI	**$20.00**	Maximum of $20.00
		AM	**$60.00**	Max charge
		AN	**See comments**	2% of Invoice total, not to exceed $20.01
		AQ	**$30.00**	
		AR	**$20.00**	
		AS	**$5.00**	
		AW	**0%**	LOFs and Tire Work Excluded. 5% on Maintenance and Mechanical.
		AY	**$9.95**	
		BA	**$5.00**	
		BB	**3%**	
		BC	**$11.00**	
		BD	**$25.00**	
		BF	**$30.00**	
		BI	**$150.00**	
		BK	**$3.00**	
		BN	**$9.95**	
		BO	**$15.00**	
		BQ	**$12.00**	
		BR	**$12.00**	
		BT	**$0.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
13	Flat Fee	Disposal Fees		
		AA	**$0.29 Per Gal Oil**	
		AD	**$10.00**	
		AF	**$5.00**	
		AH	**$5.00 to $300.00**	$5.00 standard fee, Up to $300.00 to dispose of contaminited fuel
		AI	**$10.00**	Maximum of $10.00
		AM	**$15.00**	Oil Disposal
		AN	**See comments**	$4 fee for each oil/fluid during service
		AQ	**$30.00**	
		AR	**$10.00**	
		AS	**$5.00**	
		AW	**$1.95**	This is per LOF. Tires also have Disposal depending on size of tire.
		AY	**$4.95**	
		BA	**$10.00**	
		BB	**3%**	
		BC	**$5.27**	
		BD	**$5.00**	
		BF	**$0.00**	
		BI	**$50**	
		BK	**$6.00**	
		BM	**$5.00**	
		BN	**$4.95**	
		BO	**$5.00**	
		BQ	**$3.50**	
		BR	**$10.00**	
		BT	**$0.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
14	HR - Hour	Transmission Repair - Diagnostic and Repair Labor Rate		
		AA	**$112.00**	
		AD	**$130.85**	
		AH	**$175.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AW	**$130.85**	
		AX	**$189.00**	
		AY	**$149.00**	
		BB	**$129.00**	
		BC	**$130.00**	
		BD	**$175.00**	
		BE	**$ 200.00 per hr**	
		BF	**$171.00**	
		BG	**$100.00**	$180 diag, $100/hr
		BI	**$225.00**	
		BK	**$99.00**	
		BN	**$149.00**	
		BO	**$120.00**	
		BQ	**$125.00**	
		BT	**$90.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
15	HR - Hour	Collision Repair Labor Rate		
		AB	**$53.00**	
		AK	**$56**	
		AM	**$75.00**	
		AX	**$189.00**	
		BC	**$130.00**	
		BJ	**$60.00**	
		BK	**$99.00**	
		BR	**$65.00**	
		BT	**$55.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
16	HR - Hour	Prep and Paint Labor Rate		
		AB	**$53.00**	
		AK	**$56**	
		AM	**$ 75.00**	Use same rate for paint materials
		AX	**$189.00**	
		BC	**$130.00**	
		BJ	**$60.00**	
		BK	**$99.00**	
		BR	**$46.00**	
		BT	**$55.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
17	Flat Fee	Paintless Dent Repair Small		
		AK	**$84**	
		BC	**$130.00**	
		BT	**$70.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
18	Flat Fee	Paintless Dent Repair Medium		
		AK	**$140**	
		BC	**$130.00**	
		BT	**$90.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
19	Flat Fee	Paintless Dent Repair Large		
		AK	**$224**	
		BC	**$130.00**	
		BT	**$90.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
20	HR - Hour	Paintless Dent Repair Labor Rate		
		AK	**$56**	
		BC	**$130.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
21	Flat Fee	Rotation		
		AD	**$20**	
		AH	**$34.95**	
		AI	**$39.95**	up to a 1/2 ton vehicle
		AJ	**$12**	Rotation, Flat Fee per Tire, Automobiles and Light Trucks
		AM	**$24.95**	
		AN	**$20**	
		AQ	**No Bid**	Not Applicable / We do not provide this service.
		AR	**$25.00**	
		AS	**$21.24**	
		AW	**$39.95**	This includes resetting the TPMS
		AY	**$29.95**	
		BC	**$17.08**	
		BD	**$30.75**	
		BF	**$34.00**	
		BG	**$20.00**	
		BK	**$29.95**	
		BL	**$0.00**	
		BM	**$20.00**	
		BN	**$29.95**	
		BP	**$25.49**	
		BQ	**$15.00**	
		BT	**$35.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
22	Flat Fee	Front Alignments		
		AB	**$79.99**	
		AD	**$99.85**	
		AH	**$189.95**	
		AI	**$189.95**	
		AM	**$185.00**	Shims extra
		AN	**See comments**	Front $94.99
		AR	**120.00/120.00/160.00**	
		AS	**$93.49**	
		AV	**$69.24**	
		AW	**$129.95**	This only includes setting the Toe, Camber and Caster. Additional parts maybe needed
		AY	**$119.95**	
		BC	**$99.95**	MOST VEHICLE
		BD	**$179.95**	
		BF	**$119.95**	
		BG	**$118.80**	
		BK	**$99.00**	
		BL	**$84.95-94.95**	
		BN	**$119.95**	
		BQ	**$99.98**	
		BR	**$99.95**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
23	Flat Fee	Rear Alignments		
		AB	**$79.99**	
		AD	**$99.85**	
		AH	**$189.95**	
		AI	**$189.95**	
		AM	**$185.00**	
		AN	**See comments**	see "all-wheel" or 4-wheel alignment
		AR	**120.00/120.00/160.00**	
		AS	**$93.49**	
		AV	**$69.24**	
		AW	**$129.95**	
		AY	**$119.95**	
		BC	**$99.95**	MOST VEHICLE
		BD	**$179.95**	
		BF	**$119.95**	
		BG	**$118.80**	
		BK	**$99.00**	
		BL	**$84.95-94.95**	
		BN	**$119.95**	
		BQ	**$99.98**	
		BR	**$99.95**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
24	Flat Fee	All Wheel		
		AB	**$79.99**	
		AD	**$99.85**	
		AH	**$189.95**	
		AI	**$189.95**	
		AM	**$185.00**	
		AN	**See comments**	4-Wheel $114.99
		AR	**120.00/120.00/160.00**	
		AS	**$93.49**	
		AV	**$69.24**	
		AW	**$129.95**	
		AY	**$119.95**	
		BC	**$99.95**	MOST VEHICLE
		BD	**$179.95**	
		BF	**$119.95**	
		BG	**$118.80**	
		BK	**$99.00**	
		BL	**$84.95-94.95**	
		BM	**No Bid**	
		BN	**$119.95**	
		BQ	**$99.98**	
		BR	**$99.95**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
25	Flat Fee	Mounting and Balancing		
		AB	**$20.00**	
		AD	**$20.00**	
		AH	**$34.95**	
		AI	**$39.95**	Per tire
		AJ	**$36**	Mounting and Balance, Flat Fee per Tire, Automobiles and Light Trucks
		AM	**$119.95**	
		AN	**$25.00**	
		AR	**$25.00**	
		AS	**$28.00**	
		AW	**$27.50**	All new tire Purchases include the Mounting and Balancing as part of the price.
		AY	**$29.95 (each)**	
		BC	**$14.10**	PER TIRE
		BD	**$134.36**	
		BF	**$69.95**	
		BG	**$20.00**	
		BK	**$19.95**	
		BL	**$25.00**	
		BM	**$20.00**	
		BN	**$29.95 (each)**	
		BQ	**$36.95**	
		BR	**$99.95**	

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Item	UOM	Article & Description	**Unit Price**	Comments
26	Flat Fee	Flat Repair		
		AD	**$15.00**	
		AH	**$44.95**	
		AI	**$39.95**	Per tire
		AJ	**$26**	Flat Repair, Flat Fee per Tire, Automobiles and Light Trucks
		AM	**$24.95**	
		AN	**$20.00**	
		AR	**$25.00**	
		AS	**$33.99**	
		AW	**$22.50**	Includes all OE sized tires 20 inch and under. Over sized or Plus size tires could be more.
		AY	**$29.95**	
		BC	**$20.00**	PER TIRE
		BD	**$40.61**	
		BF	**$25.00**	
		BG	**$0.00**	
		BK	**$19.95**	
		BL	**$16.00**	
		BM	**$20.00**	
		BN	**$29.95**	
		BQ	**$20.00**	
		BR	**$99.95**	

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Item	UOM	Article & Description	In Shop	Mobile	Comments
27	P1 - Percent	Windshields, Discount off NAGS			
		AB	**15%**		
		AC	**50%**	**50%**	All windshield replacements come with a lifetime warranty on the installation. Air leaks and water leaks to be repaired at no additional charge.
		AE	**$65.00**	**$65.00**	Flat Labor Rate $50.00 / OEM Parts 10% Off List
		AG	**25% off Nags**		
		AI	**5%**		part only, sublet install
		AL	**$35.00**	**$35.00**	labor at 40.00 per glass
		AO	**50%**		PPG Products
		AP	**65%**	**65%**	
		BH	**40%**	**40%**	
		BJ	**25.00%**	**0.00%**	
		BR	**$99.95**		
		BS	**$199.95 & up**	**$249.95 & up**	
		BT	**$10.00**		

Item	UOM	Article & Description	In Shop	Mobile	Comments
28	P1 - Percent	Curved Tempered Discount off NAGS			
		AB	**15%**		
		AC	**35%**	**35%**	
		AE	**$65.00**	**$65.00**	Flat Labor Rate $50.00 / OEM Parts 10% Off List
		AG	**10% off nags**		
		AI	**5%**		part only, sublet install
		AL	**$35.00**	**$35.00**	labor at 40.00 per glass
		AO	**50%**		
		AP	**65%**	**65%**	
		BH	**30%**	**30%**	
		BJ	**25.00%**	**0**	
		BR	**$99.95**		
		BS	**$169.95 & up**		
		BT	**$10.00**		

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Item	UOM	Article & Description	In Shop	Mobile	Comments
29	P1 - Percent	Flat Glass, Safety, Discount off NAGS			
		AB	**15%**		
		AC	**35%**	**35%**	
		AE	**$65.00**	**$65.00**	Flat Labor Rate $50.00 / OEM Parts 10% Off List
		AG	**0**		
		AI	**5%**		part only, sublet install
		AL	**$35.00**	**$35.00**	labor at 40.00 per glass
		AP	**65%**	**65%**	
		BH	**10%**	**10%**	
		BJ	**25.00%**	**0.00%**	
		BR	**$99.95**		
		BT	**$10.00**		

Item	UOM	Article & Description	In Shop	Mobile	Comments
30	Flat Fee	Calibration			
		AC	**$360.00**	**$360.00**	Regular price for calibration is $450, $360 to be billed with 20% discount.
		AE	**$100.00**	**$0.00**	In shop service only
		AG	**$275.00 - $525.00**		
		AH	**$175.00**		per flat rate hour, Stellantis vehicles only
		AL	**$250.00**	**$250.00**	may vary due to sensors on car/labor at 40.00 per glass
		AP	**$100 / $180**	**$100 / $180**	Dynamic $100 Static $180
		BC	**$250.00 - 10% DISCOUNT**	**No Bid**	
		BG	**$100.00**	**No Bid**	
		BH	**$300 dynamic/static$400**	**$300 dynamic $400static**	
		BS	**$150 & up**		

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Item	UOM	Article & Description	**In Shop**	**Mobile**	**Comments**
31	P1 - Percent	Moldings Discount off NAGS			
		AC	**10%**	**10%**	
		AE	**$5.00**	**$5.00**	
		AG	**0.00%**		
		AL	**$90.00**	**$90.00**	may vary due to type of vehicle may be less or more /labor at 40.00 per glass
		AO	**10%**		
		AP	**35%**	**35%**	
		BC	**10%**	**No Bid**	
		BH	**10%**	**10%**	
		BJ	**25.00%**	**0.00%**	
		BT	**$10.00**		

Item	UOM	Article & Description	**In Shop**	**Mobile**	**Comments**
32	P1 - Percent	Clip Installation Kit			
		AC	**$40.00**	**$40.00**	
		AE			Nags List Price
		AG	**0.00%**		
		AL	**$40.00**	**$40.00**	may vary on car types/labor at 40.00 per glass
		AO	**10%**		
		AP	**$0.00**	**$0.00**	Don't charge for clip kit
		BC	**$130.00 PER HOUR**	**No Bid**	
		BJ	**$20.00**	**$20.00**	
		BT	**$90.00**		

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Item	UOM	Article & Description	In Shop	Mobile	Comments
33	P1 - Percent	Urethane Installation Kit			
		AB	**$20**		
		AC	**$40.00**	**$40.00**	
		AE	**$20.00**	**$20.00**	Per Kit per vehicle
		AG	**$60.00**		
		AK	**35**		
		AL	**$35.00**	**$35.00**	labor at 40.00 per glass
		AO	**30%**		
		AP	**$20.00**	**$20.00**	
		BC	**$130.00 PER HOUR**	**No Bid**	
		BH	**$20.00**	**$20.00**	
		BJ	**$30.00**	**$30.00**	
		BT	**$90.00**		

Item	UOM	Article & Description	In Shop	Mobile	Comments
34	Flat Fee	Windshield Repair, Stars, Chips, etc.			
		AC	**$85.00**	**$85.00**	1st rock chip billed at $85. If windshield has multiple rock chips to repair simultaneously, additional rock chips will be billed at $45 each.
		AE	**$35.00**	**$35.00**	
		AG	**$50.00 each**		
		AH	**$39.95**		Per chip
		AL	**$40.00**	**$40.00**	40.00 on first chip and 10.00 on additional chips /labor at 40.00 per glass
		AO	**$45.00**		
		AP	**$39.99**	**$39.99**	
		BH	**$54.00 and $15 for each additonal**	**$54.00 and $15 for each additonal**	
		BJ	**$60.00**	**$60.00**	
		BS	**$50.00**	**$50.00**	
		BT	**$90.00**		

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Item	UOM	Article & Description	In Shop	Mobile	Comments
35	Flat Fee	Window Tinting			
		AH	**$225.00**	**$225.00**	Detailed pricing to be: $112.50 for materials plus $112.50 for labor. Gross receipts or local taxes will apply to labor cost only.
		AE	**$165.00**	**$0.00**	In shop service only
		AG	**50.00 to 700 automotive vehicles**		
		AL	**$100-200**	**$100-200**	may vary due type of vehicle/labor at 40.00 per glass
		AM	**$250**		two door match
		AP	**$350 / $50**		Full tint job $350 Sun visor only $50
		BS	**$199.95 & up**		

Light and Medium-Duty Trucks and Equipment:

Item	UOM	Article & Description	Unit Price	Comments
36	Flat Fee	PM Service for Medium Duty Trucks, 25,500 lbs. GVWR and Below		
		AA	**$125.00**	
		AH	**$190.00**	Per flat rate hour
		AI	**$199.95**	Lube oil filter change, top off fluids, and inspection
		AM	**$149.95**	
		AQ	**$169.50**	
		AR	**$650.00**	
		BB	**$204.83**	15W40, with Diesel Oil Filter (Up to 15 Quarts)
		BC	**$130.00**	
		BD	**$213.21**	F600 and below.
		BI	**$1,995.00**	all fluids w/exception of differential. Includes 104 point inspection all systems
		BO	**$140.00**	
		BP	**$44.99**	Reflects synetic blend oil up to 5 quarts, Can service up to class 5 vehicles under 12 ft. in height
		BQ	**$125.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
37	HR - Hour	PM Labor Rate for Medium Duty Trucks, 25,500 lbs. and Below		
		AA	**$125.00**	
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AH	**$190.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$155.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AS	**$131.75**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AV	**$123.24**	
		AX	**$189.00**	
		BB	**$139.00**	
		BC	**$130.00**	
		BD	**$175.00**	F600 and below.
		BG	**$100.00**	
		BI	**$204.95**	
		BK	**$129.00**	
		BO	**$140.00**	
		BP	**see comments**	all labor rates are included in the flat fee cost
		BQ	**$125.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
38	HR - Hour	Diagnostic and Repair Labor Rate for Medium Duty Trucks, 25,500 lbs. and Below		
		AA	**$125.00**	
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AH	**$190.00**	Per flat rate hour
		AI	**$199.95**	
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AS	**$131.75**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AU	**$110.00**	Hydraulic Repair
		AV	**$123.24**	
		AX	**$189.00**	
		BB	**$139.00**	
		BC	**$130.00**	
		BD	**$175.00**	F600 and below.
		BG	**$100.00**	
		BI	**$204.95**	
		BK	**$129.00**	
		BO	**$140.00**	
		BQ	**$89.00**	
		BT	**$90.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
39	HR - Hour	Diagnostic and Repair Labor Rate for Light Duty (Non-Air Brake) Trailers		
		AA	**$125.00**	
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AV	**123.24**	
		AX	**$189.00**	
		BC	**$130.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BO	**$140.00**	
		BQ	**$89.00**	
		BT	**$90.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
40	HR - Hour	Diagnostic and Repair Labor Rate for Medium Duty (Non-Air Brakes) Trailers		
		AA	**$125.00**	
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AV	**$123.24**	
		AX	**$189.00**	
		BC	**$130.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BO	**$140.00**	
		BQ	**$89.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
41	HR - Hour	Diagnostic and Repair Labor Rate for Small Engines (Generators, Compressors etc....)		
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$120.00**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AX	**$189.00**	
		BC	**$130.00**	
		BI	**$167.50**	
		BK	**$99.00**	
		BO	**$140.00**	
		BQ	**$89.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
42	HR - Hour	Diagnostic and Repair Labor Rate for Light Duty Equipment, (Lawn and Garden type)		
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$120.00**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AX	**$189.00**	
		BC	**$130.00**	
		BI	**$167.50**	
		BK	**$99.00**	
		BO	**$120.00**	
		BQ	**$89.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
43	HR - Hour	Diagnostic and Repair Labor rate for Medium Duty Equipment, (Small Backhoes, Tractors, etc....)		
		AF	**$100.00**	Mobile Repairs $.90 per mile round trip
		AM	**$225.00**	
		AQ	**$169.50**	
		AR	**$160.00**	
		AT	**$125.00**	Shop labor. $160 Field labor
		AU	**$110.00**	Hydraulic Repair
		AX	**$189.00**	
		BC	**$130.00**	
		BI	**$204.50**	
		BO	**$140.00**	
		BQ	**$89.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
44	P1 - Percent	Parts and Tools, Discount off of List or Manufacturers Price		
		AA	**5%**	
		AF	**0.00%**	
		AH	**25%**	25% off book list
		AI	**5%**	Discount is MSRP less 5%, OE FORD parts
		AM	**5.0%**	
		AQ	**10%**	
		AR	**4.00%**	
		AS	**15%**	
		AU	**$20.00**	
		AV	**15%**	
		AZ	**41%**	List less 41% or better
		BB	**5%**	
		BC	**10%**	
		BD	**10%**	
		BF	**25%**	
		BI	**0%**	1.67 mark-up from cost
		BK	**10%**	
		BO	**25%**	Our national discounted price plus 25%
		BP	**15%**	
		BQ	**8%**	

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Item	UOM	Article & Description	**Unit Price**	Comments
45	P1 - Percent	Shop Supplies		
		AA	**See comments**	3% of total invoice before tax
		AF	**$15.00**	
		AH	**$40.00**	10% off total invoice with $50.00 cap
		AI	**$20.00**	Maximum of $20.00
		AM	**$60.00**	Max fee
		AQ	**$30.00**	
		AR	**$20.00**	
		AS	**5%**	
		AV	**$0**	
		AZ	**41%**	List less 41% or better
		BB	**3%**	Capped at $49.99
		BC	**$11.00**	
		BD	**10%**	
		BI	**$250.00**	
		BK	**$3.00**	
		BO	**$15.00**	
		BQ	**$12.00**	
		BR	**$12.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
46	P1 - Percent	Disposal Fee		
		AA	**$0.29 Per Gal Oil**	
		AF	**$5.00**	
		AH	**$5.00 to $300.00**	$ 5.00 standard fee, Up to $300.00 to dispose of contaminated fuel
		AI	**$10.00**	Maximum of $10.00
		AM	**$15.00**	Oil Disposal
		AQ	**$30.00**	
		AR	**$10.00**	
		AS	**5%**	
		AV	**$0**	
		BB	**3%**	Capped at $49.99
		BC	**$5.27**	
		BD	**5%**	For tires only, per tire.
		BI	**$50.00**	
		BK	**$6.00**	
		BO	**$5.00**	
		BQ	**$3.50**	
		BR	**$10.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
47	Per Hour	PM Service Labor Rate for Motorcycles		
		AM	**$195.00**	Upfit only
		AR	**$350.00**	
		BA	**$130.00**	
		BC	**$130.00**	
		BI	**$204.95**	
		BO	**$120.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
48	Per Hour	PM Service Labor Rate for Gasoline Powered All Terrain Type Vehicles		
		AQ	**$169.50**	
		AR	**$350.00**	
		AX	**$189.00**	
		BA	**$130.00**	
		BC	**$130.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BO	**$120.00**	
		BQ	**$125.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
49	Per Hour	PM Service Labor Rate for Diesel Powered All Terrain Type Vehicles		
		AQ	**$169.50**	
		AR	**$350.00**	
		AX	**$189.00**	
		BA	**$130.00**	
		BC	**$130.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BO	**$120.00**	
		BQ	**$125.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
50	Per Hour	Diagnostic and Repair Labor Rate for Motorcycles		
		AR	**$120.00**	
		BI	**$204.95**	
		BO	**$120.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
51	Per Hour	Diagnostic and Repair Labor Rate for Gasoline Powered All Terrain Type Vehicles		
		AQ	**$169.50**	
		AR	**$140.00**	
		AX	**$189.00**	
		BC	**$130.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BO	**$120.00**	
		BQ	**$89.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
52	Per Hour	Diagnostic and Repair Labor Rate for Diesel Powered All Terrain Type Vehicles		
		AQ	**$169.50**	
		AR	**$160.00**	
		AX	**$189.00**	
		BC	**$130.00**	
		BI	**$204.95**	
		BK	**$99.00**	
		BO	**$120.00**	
		BQ	**$89.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
53	Percent	Parts and Tools, Discount off of List or Manufacturers Price		
		AM	**5%**	Excludes Upfit parts- Radio, Radar, Computer and Cameras
		AQ	**10%**	
		AR	**4.00%**	
		AZ	**41%**	List less 41% or better
		BA	**0%**	
		BC	**10%**	
		BI	**0%**	1.67 mark-up from cost
		BK	**10%**	
		BO	**25%**	
		BQ	**8%**	

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Item	UOM	Article & Description	**Unit Price**	Comments
54	Flat Fee	Shop Supplies		
		AM	**$60.00**	
		AQ	**$169.50**	
		AR	**$20.00**	
		BA	**$5.00**	
		BC	**$11.00**	
		BI	**$150.00**	
		BK	**$3.00**	
		BO	**$15.00**	
		BQ	**$12.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
55	Flat Fee	Disposal Fee		
		AM	**$15.00**	
		AQ	**$169.50**	
		AR	**$10.00**	
		BA	**$10.00**	
		BC	**$5.27**	
		BI	**$50.00**	
		BK	**$6.00**	
		BO	**$5.00**	
		BQ	**$3.50**	

Recreational Type Vehicles and Watercraft:

Item	UOM	Article & Description	**Unit Price**	Comments
56	Per Hour	PM Service Labor Rate for Small Boats, (Motor Only)		
		BA	**$130.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
57	Per Hour	PM Service for Labor Rate Large Boats, (Motor Only)		
		BA	**$130.00**	

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Item	UOM	Article & Description	**Unit Price**	Comments
58	Per Hour	Diagnostic and Repair Labor Rate for Small Boats, (Motor Only)		
		AM	**$195.00**	Only upfit of RV or Watercraft

Item	UOM	Article & Description	**Unit Price**	Comments
60	Per Hour	Hull Repair Labor Rate, (Fiberglass)		
		AB	**$125.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
61	Per Hour	Hull Repair Labor Rate, (Aluminum)		
		AB	**$125.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
62	Per Hour	Diagnostic and Repair Labor Rate for Recreational Type Vehicles, (Trailer Type)		
		AB	**$125.00**	
		AQ	**$169.50**	
		BA	**$130.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
63	Per Hour	Diagnostic and Repair Labor Rate for Recreational Type Vehicles, (Self-Propelled Type)		
		AB	**$125.00**	
		AQ	**$169.50**	
		BA	**$130.00**	
		BI	**$225.95**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00086

Item	UOM	Article & Description	**Unit Price**	Comments
64	Percent	Parts, Tools, and Supplies Discount off of List or Manufacturer's Price		
		AM	**5%**	Excludes Upfit parts- Radio, Radar, Computer and Cameras
		AQ	**10%**	
		AZ	**41%**	List less 41% or better
		BA	**0%**	
		BC	**10%**	
		BI	**0%**	1.67 mark-up from cost

Item	UOM	Article & Description	**Unit Price**	Comments
65	Flat Fee	Shop Supplies		
		AM	**$60.00**	
		AQ	**$30.00**	
		BA	**$5.00**	
		BC	**$11.00**	
		BI	**$150.00**	

Item	UOM	Article & Description	**Unit Price**	Comments
66	Flat Fee	Disposal Fee		
		AB	**$10**	
		AM	**$15.00**	
		AQ	**$30.00**	
		BA	**$10.00**	
		BC	**$5.27**	
		BI	**$50.00**	

Towing and Recovery Services:

Item	UOM	Article & Description	**During Normal Working Hours**	**After Normal Working Hours**	**Comments**
67	Hook Charge	Class A/B Light Duty, up to 10,000 lbs. GVWR	**From:** **To:**	**From:** **To:**	
		AR	**$100.00**	**$115.00**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00086

Item	UOM	Article & Description	**During Normal Working Hours**	**After Normal Working Hours**	**Comments**
68	Per Mile	Class A/B Light Duty, up to 10,000 lbs. GVWR	**From:** **To:**	**From:** **To:**	
		AR	**$5.00**	**$5.00**	

Item	UOM	Article & Description	**During Normal Working Hours**	**After Normal Working Hours**	**Comments**
69	Per Day	Class A/B Light Duty, up to 10,000 lbs. GVWR Storage	**From:** **To:**	**From:** **To:**	
		AR	**$15.00**	**$15.00**	

Item	UOM	Article & Description	**During Normal Working Hours**	**After Normal Working Hours**	**Comments**
70	Hook Charge	Class C Medium Duty, up to 26,000 lbs. GVWR	**From:** **To:**	**From:** **To:**	
		AR	**$250.00**	**$265.00**	

Item	UOM	Article & Description	**During Normal Working Hours**	**After Normal Working Hours**	**Comments**
71	Per Mile	Class C Medium Duty, up to 26,000 lbs. GVWR	**From:** **To:**	**From:** **To:**	
		AR	**$10.00**	**$10.00**	

Item	UOM	Article & Description	**During Normal Working Hours**	**After Normal Working Hours**	**Comments**
72	Per Day	Class C Medium Duty, up to 26,000 lbs. GVWR Storage	**From:** **To:**	**From:** **To:**	
		AR	**$25.00**	**$25.00**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00086

Item	UOM	Article & Description	During Normal Working Hours	After Normal Working Hours	Comments
73	Hook Charge	Class D Heavy Duty, up to 80,000 lbs. GVWR	**From:** **To:**	**From:** **To:**	
		AR	**$300.00**	**$315.00**	

Item	UOM	Article & Description	During Normal Working Hours	After Normal Working Hours	Comments
74	Per Mile	Class D Heavy Duty, up to 80,000 lbs. GVWR	**From:** **To:**	**From:** **To:**	
		AR	**$20.00**	**$20.00**	

Item	UOM	Article & Description	During Normal Working Hours	After Normal Working Hours	Comments
75	Per Day	Class D Heavy Duty, up to 80,000 lbs. GVWR Storage	**From:** **To:**	**From:** **To:**	
		AR	**$30.00**	**$30.00**	

Item	UOM	Article & Description	During Normal Working Hours	After Normal Working Hours	Comments
76	Call-Out Charge	Lock Out Service	**From:** **To:**	**From:** **To:**	
		AR	**$100.00**	**$150.00**	

Item	UOM	Article & Description	During Normal Working Hours	After Normal Working Hours	Comments
77	Per Mile	Lock Out Service	**From:** **To:**	**From:** **To:**	
		AR	**$5.00**	**$5.00**	

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-24-00086

Item	UOM	Article & Description	**Unit Price**	Comments
78	Flat Fee	Exterior wash by hand or automatic car washing mechanism		
		AD	**$30.00**	
		AH	**$25.00**	
		AM	**$55.00**	
		BA	**$50.00**	
		BG	**No Charge**	
		BK	**$29.95**	

Item	UOM	Article & Description	**Unit Price**	Comments
79	Flat Fee	Interior wash		
		AD	**$50.00**	
		AH	**$25.00**	
		AM	**$45.00**	
		BA	**$50.00**	
		BG	**$10 Special / No charge with paid service**	
		BK	**$15.95**	

Item	UOM	Article & Description	**Unit Price**	Comments
80	Flat Fee	Detail Cleaning		
		AH	**$180.00**	
		AM	**$345.00**	
		BA	**$150.00**	
		BG	**$150.00**	

***** 80 Items Total *****

DocuSign

Certificate Of Completion

Envelope Id: FF594BE10345406ABDBEA6C361C38AFB
Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-24-00086 Vehicle Servicing & Maintenance
Source Envelope:
Document Pages: 57
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Arrianna Romero
1100 S Saint Francis Dr
Santa Fe, NM 87502
Arrianna.Romero1@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
11/5/2024 9:32:30 AM
Holder: Arrianna Romero
Arrianna.Romero1@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/5/2024 10:14:19 AM Viewed: 11/5/2024 10:16:05 AM Signed: 11/5/2024 10:16:21 AM
Arrianna Romero arrianna.romero1@gsd.nm.gov Purchasing Agent Advance New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	AR Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/5/2024 10:16:29 AM Viewed: 11/5/2024 10:18:30 AM Signed: 11/5/2024 10:18:35 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/5/2024 10:18:42 AM Viewed: 11/5/2024 10:23:36 AM Signed: 11/5/2024 10:23:45 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2024 10:14:19 AM
Certified Delivered	Security Checked	11/5/2024 10:23:36 AM
Signing Complete	Security Checked	11/5/2024 10:23:45 AM
Completed	Security Checked	11/5/2024 10:23:45 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

26-049

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:**	October 6, 2025
Drafter:	Brad Douglas	**Department:**	Legal

Title: **A RESOLUTION RE-AFFIRMING THE CITY OF LAS CRUCES COMMITMENT TO CREATING A QUALITY OF PLACE TO LIVE AND WORK THROUGH NONDISCRIMINATION IN ALL AREAS OF CITY GOVERNMENT AND DECLARING THE CITY A WELCOMING COMMUNITY.**

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

PURPOSE(S) OF ACTION:

To amend Resolution No. 18-075.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The area comprising the City of Las Cruces has been for centuries home to Native American groups, Spanish explorers and Mexican colonists. Over recent centuries, people from diverse cultural and ethnic backgrounds have continued to converge in Las Cruces and make extraordinary contributions to its economy and culture.

In recognizing the value of human rights and importance of nondiscrimination, the City adopted a Human Rights ordinance known as LCMC 1997, Section 14, et seq., that codifies the City's commitment of nondiscrimination in all areas of government, makes it applicable to participants and beneficiaries of services provided by the City and creates a mechanism for reporting of violations.

The City wishes to reaffirm its status as a welcoming city to all by enacting relevant updates to the previous resolution.

The Las Cruces Police Department (LCPD) enacted General Order 165, titled Bias-Based Policing, which requires equitable and fair treatment of individuals, and establishes that it is the policy of the LCPD to respect and protect the constitutional rights of individuals during all law enforcement contacts and/or enforcement actions. In addition, it requires that employees shall provide the same level of police service to every person regardless of their race, ethnicity, color, national origin, language, gender, gender identity, sexual orientation, political affiliation, religion, physical or mental disability, serious medical condition, economic status, or similar personal characteristics. This general order was further updated in February 2025 to comport with current 4th Amendment protections, along with anti-commandeering provisions of the 10th Amendment that prohibit the enforcement or administration of purely federal programs at the cost of state governments or municipal governments.

LCPD also enacted General Order 166, titled Undocumented Foreign Nationals, which includes the directive that LCPD employees are not authorized to detain or arrest any person solely based on their nationality or ethnicity, and further enumerates specific prohibitions regarding immigration status matters. Again, this general order was updated this year to comport with both 4th Amendment protections, and to uphold anti-

commandeering provisions pursuant to the 10th Amendment. LCPD is dedicated to expending the resources at its disposal to crime detection, prevention, and effective responses, not for solely immigration-related purposes.

Additionally, the City is committed to protecting the nondisclosure and confidentiality of sensitive personal information and will not be providing this information without a valid, signed judicial warrant, or pursuant to some other lawful order. In the coming months, City Staff will implement policies in accordance with the provisions herein, to provide clear direction to staff members so as to comply with lawful orders while still protecting sensitive information.

PLAN(S):

Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the resolution.
2. Vote "No"; this will not approve the resolution.
3. Vote to "Amend"; this will require direction from city council.
4. Vote to "Table"; this will delay implementation of the resolution.

REFERENCE INFORMATION:

Resolution No. 18-075

RESOLUTION 26-049

A RESOLUTION RE-AFFIRMING THE CITY OF LAS CRUCES COMMITMENT TO CREATING A QUALITY OF PLACE TO LIVE AND WORK THROUGH NONDISCRIMINATION IN ALL AREAS OF CITY GOVERNMENT AND DECLARING THE CITY A WELCOMING COMMUNITY.

The City Council is informed that:

WHEREAS, for centuries prior to its founding in 1849, the area comprised of the City of Las Cruces has been home to Native American groups, Spanish explorers and Mexican colonists; and

WHEREAS, during the nineteenth and twentieth centuries, people from diverse cultural and ethnic backgrounds have continued to converge in Las Cruces and make extraordinary contributions to its economy and culture; and

WHEREAS, the citizens of the City of Las Cruces adopted a Home Rule Charter in 1985 which allows for maximum self-governance; and

WHEREAS, in recognizing the value of human rights and importance of nondiscrimination, the City adopted a Human Rights ordinance known as LCMC 1997, Section 14, et seq., that codifies the City's commitment of nondiscrimination in all areas of government, makes it applicable to participants and beneficiaries of services provided by the City and creates a mechanism for reporting of violations; and

WHEREAS, on July 14, 2011, the Las Cruces Police Department (LCPD) enacted General Order 165, revised on February 1, 2016, titled Bias-Based Policing, which requires equitable and fair treatment of individuals, and establishes that it is the policy of the LCPD to respect and protect the constitutional rights of individuals during all law enforcement contacts and/or enforcement actions; and

WHEREAS, LCPD General Order 165, requires that employees shall provide the same level of police service to every person regardless of their race, ethnicity, color, national origin, language, gender, gender identity, sexual orientation, political affiliation, religion, physical or mental disability, serious medical condition, economic status, or similar personal characteristic; and

WHEREAS, on August 16, 2011, LCPD enacted General Order 166, titled Undocumented Foreign Nationals, which mandates include that LCPD employees are not authorized to detain or arrest any person solely based on their nationality or ethnicity, unless such characteristics are part of a physical description provided by a credible witness and such description, in the context of the totality of the circumstance, warrant a detention or arrest for a non-immigration criminal act; and

WHEREAS, LCPD General Order 166 prohibits commissioned LCPD employees from inquiring or seeking proof of a person' s immigration status except with a valid judicial warrant; and

WHEREAS, LCPD General Order 166 further prohibits commissioned LCPD employees from assisting others, including school personnel, other law enforcement officials, or agencies in detaining or questioning minor children based solely on any immigration related matter while on public school grounds or property; and

WHEREAS, the City of Las Cruces has the authority and responsibility to preserve the confidentiality of personal identifying information of its residents obtained for the purposes of carrying out essential city functions, and the citizens of Las Cruces have an expectation that personal identifying information will not be disclosed; and

WHEREAS, the Tenth Amendment to the Constitution of the United States provides that the powers that are not delegated expressly or by implication to the United States, or prohibited to the States, are reserved

to the States, respectively, or to the people, and has been interpreted by the United States Supreme Court to preclude the Federal government from compelling or commandeering any State or local government, either directly or by the use of coercive threats to withhold federal funding, to adopt federal programs or enforce federal laws, including immigration laws; and

WHEREAS, the City's policies and practices have contributed to a trusting and productive relationship with the citizens of Las Cruces and continue to foster the safety and wellbeing of all City's residents and visitors; and

WHEREAS, the City has committed to improve language access to City services for its diverse multilingual residents by providing City informational pamphlets and documents in Spanish and providing Spanish language classes to City employees.

NOW, THEREFORE, Be it Resolved by the governing body of the City of Las Cruces:

(I)

THAT the City of Las Cruces reaffirms and continues to abide by its inclusive and non-discrimination policies toward residents irrespective of immigration and citizenship status.

(II)

THAT the City of Las Cruces affirms its immigrant-friendly status and commitment to the established rule of law.

(III)

THAT the City of Las Cruces is committed to strengthening its status as a welcoming community by implementing the following city-wide policies immediately upon passage of this resolution by the City Council:

Section I: Prohibition of City Resources

It shall be the policy of the City of Las Cruces to prohibit the use of city resources, real property, personnel, time, labor or funds for assistance in federal immigration enforcement or the operation of out-of-state or federal law enforcement to identify or impose civil or criminal liability upon a person or entity based solely on their participation in activities protected by the First Amendment of the U.S. Constitution or New Mexico Constitution including assembly, petitioning and speech, except as required by state or federal law. Unless presented with a valid and properly issued judicial warrant or otherwise as required by law, no city department or city official or agent thereof may use city resources, equipment, real property, personnel, time, labor or funds to solely assist or facilitate federal immigration enforcement, including but not limited to:

a)Setting up a traffic perimeter or providing on-site support to assist a federal immigration enforcement operation.

b)Stopping, identifying, investigating, arresting, detaining, or continuing to detain a person for immigration enforcement operation purposes, including pursuant to an immigration detainer; an administrative immigration warrant; any other immigration enforcement document; or information or suspicion that the person is not present legally in the United States, or that the person has committed an immigration violation.

c)Expend time to respond to an inquiry or communicate with any federal agency about a person’s release date or pending release date, custody status, home address, work address or contact information, when requested for immigration enforcement purposes.

d)Enforcing or facilitating any federal program requiring the registration of individuals on the basis of immigration status, place of birth, religious affiliation or ethnic or national origin, including any national registration system established pursuant to the federal Immigration and Nationality Act.

The foregoing shall not preclude the authority of the City's law enforcement or other personnel from providing emergency assistance to federal agencies. As used here, "emergency" means a substantial risk of imminent harm to health or safety of any person or the public at large.

Section II: Nondisclosure and Confidentiality of Sensitive Personal Information

To ensure all residents feel safe while interacting with local government – whether to access benefits, report a crime, or file a legal document – no city department or city official or agent thereof shall request, maintain, share or distribute sensitive personal information unless such disclosure has been authorized in writing by the individual whom such information pertains, or if such individual is a minor or is otherwise not legally competent, by such individual's parent or guardian. Such information shall only be requested or maintained by the city as strictly necessary to perform the agency's designated services. Notwithstanding this provision, department agents may request, maintain, or share sensitive personal information if required by state or federal statute, court order or a lawfully issued judicial search warrant or subpoena.

a)Sensitive personal information includes, but is not limited to: biometric or genetic data; government-issued identifiers such as social security number, passport number or tax ID numbers; place and date of birth; immigration status; status as recipient of public assistance or as a crime victim; custody release date; home address; sexual orientation; sex; gender; gender identity; health status; employment status; disability status; religion; national origin or English language ability.

Section III: Review and Reporting Requirements

In order to ensure compliance with this resolution, within six months of adoption or whenever feasible, but not more than one year, the City departments or agencies, shall:

a)Provide employees with a written directive, protocol, or instructions for implementing this Resolution, and shall provide on an ongoing basis such trainings as are necessary to ensure compliance with this Resolution.

b)Review all City policies and practices to ensure compliance with this resolution and to provide a report to the City Council and City Manager outlining steps taken to implement these provisions.

c)Report to the City Council and City Manager all training completed to ensure full compliance with this ordinance.

Section IV: Accessibility and Support

The City Administration shall facilitate virtual access to City services and court proceedings by:

a)Directing the Las Cruces Police Department and City Attorney's Office to request, subject to the discretion of the municipal court, the option of virtual court appearances for all traffic citations and misdemeanor arraignments; and

b)Providing resources to assist the public in requesting virtual access to services and proceedings.

The City Administration shall investigate the feasibility of access to digital and physical versions of these resources in public spaces including public libraries, city museums, community centers, and other facilities under the jurisdiction of the city. If found feasible, the City shall take all reasonable steps to implement the said methods of access.

The City Administration shall develop and maintain a centralized City website that compiles immigration resources, including City policies and procedures, "Know Your Rights" resources, workplace rights and employer guidance, and other relevant resources and support information for families and individuals.

Section V: Sensitive Locations

For law enforcement including immigration enforcement to search or enter any private area, defined as including any indoor spaces not traditionally opened to the public or other space marked with signs designating the space as private, the City affirms that the Fourth Amendment requires a valid judicial warrant signed by a federal judge.

Where possible, the City will directly develop and implement policy to ensure the posting of clear signage marking private spaces within City buildings, and train staff accordingly. For other sensitive locations, the City shall conduct outreach and request to work with building and location administrators to develop policy and training around private spaces and Fourth Amendment protections. The City shall offer signage and model policy language as part of this outreach.

Section VI: Audits –

Except as may be prohibited by a lawful court order or federal authority, the City, through its City Clerk's Office, shall conduct a quarterly privacy audit that includes documentation of requests by foreign jurisdictions for information related to immigration enforcement, and any vulnerabilities identified in the storage and sharing of residents' personal identifying and sensitive information. The City Clerk or designee shall provide quarterly public reports to the City Manager summarizing the privacy audits and any known federal immigration enforcement activity within the City, contact between the City and Federal immigration authorities, anonymized community complaints or responses, and actions taken to support affected residents. The City Manager shall report the findings to the City Council.

Section VII: Subpoenas

In considering the response to all subpoenas issued by foreign jurisdictions, prior to responding the City shall:

a)Forward any subpoenas received by any City agency, department, commissions, officers, agents, representatives and employees to the City attorney.

b)Analyze whether each subpoena complies with the statute authorizing its issuance and with Fourth Amendment limits on searches and seizures (which requires consideration of relevance, overbreadth, and burdensomeness).

c)Consider whether administrative subpoenas issued by federal law enforcement—either individually or in consideration of all subpoenas received by the City–constitute unlawful commandeering in violation of the Tenth Amendment.

d)Notify the person(s) whose information is targeted, allowing them to consult with counsel about the subpoena and object to any potential violation of their rights. Notice should be given unless clearly prohibited by law, such as by a court-issued non-disclosure order or specific statute.

e)Segregate and redact information that is not disclosable in any records produced.

Section VIII: LCPD Compliance

LCPD General Orders 165 and 166 were updated in February 2025 to be aligned with this resolution and will continue to be updated as additional changes are made in order to reflect alignment with this resolution.

The City of Las Cruces and by extension LCPD shall not enter into any agreements or similar grant agreements as contemplated by Section 287(g) of the Immigration and Nationality Act.

Section IX: Enforcement

Adhere to standard procedures.

Section X: Information regarding citizenship or immigration status

Nothing in this Resolution shall be construed to prohibit or restrict any City employee, agent or agency from sending to, or receiving from, federal immigration authorities, information regarding the citizenship or immigration status, lawful or unlawful, of an individual, or from requesting from federal immigration authorities immigration status information, lawful or unlawful, of any individual, or maintaining or exchanging that information with any other federal, state, or local government entity, pursuant to Sections 1373 and 1644 of Title 8 of the United States Code.

(IV)

THAT the City Council will continue to enact legislation and pursue policies that support the intent of this resolution and cultivate diversity and inclusion for the betterment of the community.

(V)

THAT the City Manager shall enact or bring forward for consideration, pursuant to the Las Cruces City Charter, Article III and Article IV, Section 4.01, any policy that furthers the purpose and intent of this resolution and upholds the City of Las Cruces as a Welcoming Community for Immigrants.

(VI)

THAT City staff are hereby authorized to do all deeds necessary to fully implement this resolution.

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

26-050

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:**	October 6, 2025
Drafter:	Gaby Prats	**Department:**	Financial Services

Title: **A RESOLUTION TO APPROVE THE SUBMISSION OF THREE (3) GRANT APPLICATIONS TO THE NEW MEXICO FINANCE AUTHORITY (NMFA), WATER TRUST BOARD (WTB), FOR THE FISCAL YEAR 2026, FOR THREE (3) PROJECTS TOTALING $4,512,820, REQUIRING A CITY MATCH RANGE BETWEEN 10% - 40% (MIN $451,282 - MAX $1,805,128).**

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

PURPOSE(S) OF ACTION:

Approve grant application.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. As per the Grant Policy approved by City Council on May 4, 2018, the City Council will be presented with a Resolution to approve cash match requests for grant applications in excess of $250,000 prior to the application being submitted. City Council approval is also required when funders request a Resolution in order to apply regardless of the match amount.

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

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

The City of Las Cruces is seeking funding assistance design, renovation, and maintenance of the West Mesa SCADA, Well 66 Improvements and Pipeline, and the Highway 292 Wastewater Force Main. The projects requested are as follows:

- SCADA Upgrade/West Mesa – to design, construct, and commission the replacement of the old 3330 and the control wave micro remote terminal units - $427,420
- Well 66 Improvement and Pipeline – to equip existing Well 66 with a vertical turbine pump, well house, natural gas engine, all appurtenances, construct well head piping, and water transmission line to connect to the water system at the 36" West Mesa Water Transmission line - $2,558,800
- Highway 292 Wastewater Force Main – to replace approximately 5,700 linear feet of existing 14-inch Ductile Iron Pipe (DIP) with an 18-inch C-900 PVC Pipe along Calle de El Paso/HWY 292 from Calle Pacana to 470 S. Motel Blvd. - $1,526,600

The City is committed to the operation and maintenance of the West Mesa SCADA, Well 66, and Highway 292 Wastewater Force Main throughout their complete life cycles.

The financial assistance requested is in the amount of $4,512,820 with a required City match range between 10% - 40% (Min. $451,282 - Max. $1,805,128).

SUPPORT INFORMATION:
Attachment "A" - FY26 WTB Application - SCADA West Mesa
Attachment "B" - FY26 WTB Application - Well 66
Attachment "C" - FY26 WTB Application - Highway 292

PLAN(S):
Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

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

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

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

RESOLUTION 26-050

A RESOLUTION TO APPROVE THE SUBMISSION OF THREE (3) GRANT APPLICATIONS TO THE NEW MEXICO FINANCE AUTHORITY (NMFA), WATER TRUST BOARD (WTB), FOR THE FISCAL YEAR 2026, FOR THREE (3) PROJECTS TOTALING $4,512,820, REQUIRING A CITY MATCH RANGE BETWEEN 10% - 40% (MIN $451,282 - MAX $1,805,128).

The City Council is informed that:

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

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

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

WHEREAS, the City of Las Cruces is seeking funding assistance for the design, renovation, and maintenance of the West Mesa SCADA, Well 66 Improvements & Pipeline, and Highway 292 Wastewater Force Main; and

WHEREAS, the City of Las Cruces is eligible to apply for funding from the New Mexico Water Trust Board. The City is committed to the operation and maintenance of the West Mesa SCADA, Well 66, and Highway 292 Wastewater Force Main throughout their complete life cycles.

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

(I)

THAT submission of three (3) grant applications to the NMFA, Water Trust Board, FY2026, in the amount of $4,512,820 for the West Mesa SCADA, Well 66, and Highway 292 Wastewater Force Main Projects be approved.

(II)

THAT City of Las Cruces supports the preparation and submittal of an application to the New Mexico Water Trust Board for funding in the 2026 Water Project Fund funding cycle for the design, renovation, and maintenance of the West Mesa SCADA, Well 66, and Highway 292 Wastewater Force Main in accordance with procedures established by the Water Trust Board.

(III)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor Pro Tem

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES

NAYS

General Information

Las Cruces, City of
P O Box 20000 Las Cruces, NM 88004
(575) 541-2000
SCADA Upgrade- West Mesa Zone Water

Water Project Fund 2026 Application

Water Storage, Conveyance and Delivery Project

Funding Request Amount: 427,420.00

PART I. GENERAL APPLICANT AND PROJECT INFORMATION

A. APPLICANT INFORMATION

Full Legal Name of Entity:	City of Las Cruces
Mailing Address:	700 N. Main St.
Street Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
County:	Dona Ana
Phone:	575-541-2430
Email Address:	gprats@lascruces.gov

B. SERVICE AREA OF APPLICANT

Communities in Applicant's Service Area:	City of Las Cruces
Counties in Applicant's Service Area:	Dona Ana
NM House District(s):	33,35,36,37,38,52,53
NM Senate District(s):	31,35,36,37,38
Map of Service Area:	Current File: WTB-ServiceArea_Map

Has Applicant recently completed a Median Household Income (MHI) survey that the Applicant believes more accurately reflects the MHI of the Applicant's service area?

Yes or No: No

If Yes, please describe below the methodology used and attach a copy of the survey results.

Methodology:

Attachment:	Current File: None

Census Tract(s) of Applicant's Service Area or, if applicable, name of Census Designated Place:

See Notes.

C. PROJECT LOCATION:

Street Address:	700 N. Main St.
City:	Las Cruces
Zip:	88001
Communities served by the Project:	Las Cruces
County or Counties where Project is located:	
Map of Project Area:	Current File: WTB-MapOfProjectArea

D. APPLICANT CONTACTS

PRIMARY CONTACT

Name:	Jacqueline Rubalcava
Title:	Budget & Grants Administrator
Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
Phone:	575-541-2107
Email Address:	jrubalcava@lascruces.gov

SECONDARY CONTACT

Name:	Gabriela Prats
Title:	Grant Manager
Address:	700 N. Main St.
City:	Las Cruced
Zip Code:	88001
Phone:	575-541-2430
Email Address:	gprats@lascruces.gov

CONSULTING ENGINEER

Name:	Chuck Thomas
Title:	Principal
Firm:	Petroglyph Consulting, LLC
Address:	5301 Hawes Dr. NW

Address:	5301 Hayes Dr., NW
City:	Albuquerque
Zip Code:	87120
Phone:	505-999-7618
Email Address:	chuck@petroglyphconsulting.com

LEGAL COUNSEL CONTACT

Name:

Firm:

Address:

City:

Zip Code:

Phone:

Email Address:

OTHER CONTACT

Name:

Title:

Firm:

Address:

City:

Zip Code:

Phone:

Email Address:

PART II. PROJECT SUMMARY

1. Project Scope. Provide a ***brief statement*** of the project. State: 1) the requested Scope of funding as Plan, Design, and/or Construction, and 2) the overall goal of project. (Example: "Plan, design, and construct Main St water transmission lines.")

Note: Response is limited to 200 Characters.

To replace the SCADA System at all seven sites in the West Mesa Zone service area that need new RTU panels.

2. Project Description. Regarding *only the Scope for which funding is being requested*:

a. Provide a detailed description of the project.

Replace the old 3330 & Control Wave Micro RTU's at all seven sites with new RTUs. (Remote Terminal Unit). The project includes decommissioning, commissioning, startup, programming and calibration of the new RTUs for the West Mesa Pressure Zone.

b. Explain why the project is necessary.

The existing Emerson SCADA components were developed for Oil & Gas industry when SCADA for Water & Wastewater was not yet fully developed. Emerson 3330's RTU's are no longer off the shelf item, its an obsolete PLC that is not supported anymore and needs replacing ASAP to avoid peer to peer communications protocol failures.

c. Describe the overall degree of benefit from the project.

The SCADA systems provides for remote operation control of the drinking water wells, pumps and storage tanks within the West Mesa Pressure Zone. This software & hardware ensure that the water system is functioning correctly to ensure reliable water delivery under varied water demand situations created by fluctuations in routine daily use, fire suppression events, water line breaks, etc. The SCADA software also provides for monitoring of drinking water chemistry and conditions to ensure that the water provided is safe for drinking.

3. Project Selection.

a. Describe how the project area or alternative was selected.

This project was selected as the highest priority area to be completed that has not been previously addressed. Each pressure zone is being updated as an independent separate project.

b. If this is a second or subsequent phase of a project, describe the extent to which experience from the previous phases of the project altered the planning or implementation of the requested phase.

Not Applicable.

4. Project Continuation. (Phase of a previously funded WTB Project.) If this is a phase of a larger project, have any previous phases of the larger project been awarded by the Water Trust Board?

Yes or No: No

If yes, provide the WTB Project Number(s):

If yes, please describe below whether previous phase(s) met or is meeting the project goals and objectives.

5. If funded, would this phase complete the larger project?

Yes or No: Yes

If no, briefly explain why:

6. Human Health and Safety. Describe how the project addresses human health and safety needs of the community.

Replacing obsolete SCADA systems with modern versions in potable water operations significantly enhances health and safety by improving real-time monitoring, control, and response capabilities. Updated SCADA systems ensure that water quality standards are consistently met, reducing the risk of contamination and safeguarding public health. By detecting potential issues like leaks, equipment malfunctions, or contaminant intrusions quickly, these systems enable immediate corrective actions, preventing waterborne health risks and ensuring safe drinking water for the community. Modern SCADA systems in potable water operations also enhance safety by providing more reliable and efficient control of water treatment and distribution processes. They minimize

the potential for human error through automation, reducing the likelihood of operational failures or safety incidents. Enhanced integration with emergency response protocols ensures quicker, more effective responses to system failures or contamination events, minimizing the risk of public exposure to unsafe water. Additionally, these systems help maintain compliance with regulatory standards for water safety, reducing legal risks and fostering a safer environment for both operators and consumers.

7. Is this project identified in a regional water plan accepted by the New Mexico Interstate Stream Commission?

Yes or No: No

If yes, please provide the name of the plan and the date of acceptance.

Name of Plan:

Date: / /

8. Is this project listed on the community's current Infrastructure Capital Improvement Plan (ICIP)?

Yes or No: Yes

If yes, provide the Priority Number and Date of Prioritization.

ICIP Priority No. 2027-124

Date of Prioritization: 09/24/2024

9. Community Support.

a. List all of the partners involved in this project and outline the responsibilities for each partner.

The City of Las Cruces Water Utility Department is the primary entity completing this project.

b. Describe how the surrounding communities are involved.

The City of Las Cruces has emergency connections to The City of Mesilla, the City of Dona Ana and New Mexico State University, should their systems fail.

c. Identify the regional collaboration, including how stakeholders participate both financially and programmatically.

The emergency connections allow the City to provide water to support the adjacent communities if they experience unplanned water shortages. These communities benefit from a more reliable and resilient Las Cruces Water Utility.

Optional: Attach letters of support from project partners, including Federal, Tribal, State, Non-Governmental Organizations and private interests, as applicable.

Attachment (combine multiple letters into one attachment): Current File: None

PART III. PROJECT DETAIL

1. Required Planning Document. Section II 3.2 of the WTB Project Management Policies requires Applicants to submit a Planning Document as part of the Project Application.

When was the planning document completed?

07/26/2024

Which regulatory or funding agency(ies) approved the Planning Document, if any?

City of Las Cruces Utilities Department

Date of last cost updates, if any: 07/26/2024

Title of Planning Document: Project Scoping Report - SCADA Upgrade West Mesa

Name of Firm that prepared the Planning Document:

City of Las Cruces Utilities Department

Name of primary Planning Document preparer:

Nicholas Rios

Please upload Planning Document here. If necessary, break and attach document into parts (additional Attachment blocks are also provided at end of application).

Planning Document Attachment 1 Current File: WTB-PlanningDocument-Attachment1

Planning Document-Attachment 2 Current File: WTB-PlanningDocument-Attachment2

Planning Document Attachment 3 Current File: WTB-PlanningDocument-Attachment3

Planning Document Attachment 4 Current File: None

2. Design only projects. Is the funding sought for design only? If so, you may qualify for 100% grant with the following conditions:

- The project serves or will serve fewer than 500 connections.
- The scope is limited to design only; "design" is defined as necessary technical work required to prepare a complete and final set of plans and specifications ready to be bid.
- The costs for the design must be substantiated with the coordinating planning document(s).
- Grants for design may not exceed $500,000.

No

3. Project Funding. Please download the Project Funding spreadsheet at the top of the page, provide total estimated project costs under the appropriate Funding Sources, save it to your local computer and then upload it as a spreadsheet here:

(Attach in spreadsheet format only.) Current File: WTB-ProjectFunding_Attachment

4. Source and Status of Matching Funds. Identify the sources, terms and status of all local, State and Federal Funds identified for this project, and attach documentation substantiating the match.

***NOTE**: If no documentation/evidence of match is provided, match cannot be verified.*

Source *(Name of Federal Funding Agency):*

Amount: 0.00

Type (Loan, Grant, or Loan/Grant):

Term (# of years)**:**

Status (Application Pending, Approved, or Secured):

Attach evidence of federal funds here: Current File: None

Source *(Name of State Funding Agency)*:

Amount: 0.00

Type (Loan, Grant, or Loan/Grant):

Term (# of years)**:**

Status (Application Pending, Approved, or Secured):

Attach evidence of state funds here: Current File: None

Source (Local): Las Cruces Utilities Department Water Fund

Amount: 22,496.50

Type (Bond Proceeds, Accumulated Reserves, or Other Budgeted Funds): Water Utility Fees

Term (# of years):

Status (Application Pending, Approved, or Secured): Approved

Attach evidence of local funds here: Current File: WTB-SourceOfMatchingFundsStatus-Local-Attach

5. Project Readiness.

- Have construction plans and specifications been completed?

  Yes or No: No

  If yes, please provide the date of completion:

  / /

- If plans and specifications have not been completed, provide estimated date of completion.

  Completion date: 01/07/2026

- Have engineering services been procured?

  Yes or No: No

6. Permits/Licenses/Authorizations. Download Permits Detail spreadsheet at the top of the page, provide the status of each required permit, certification, license or authorization required to complete the project and the time frame for completion. Save the spreadsheet to your local drive, then upload it as an attachment here:

Current File: WTB-PermitsLicenses_Attachment

7. Assuming funds are approved in July 2026, would this project be able to be completed by June 2028?

Yes or No: Yes

If no, what is the estimated time of completion?

Date: / /

PART IV. EXPECTED PROJECT BENEFITS

1. Regionalization. The evaluation criteria provides up to 10 points for projects that demonstrate regional impacts. Maximum points are given to projects that incorporate greater than 80% of the population within a five-mile radius.

a. Describe the direct and indirect impacts of the project, including benefits to the region.

A modern SCADA system in a potable water system benefits consumers byensuring a consistent supply of safe and high-quality drinking water. With real- time monitoring and automated controls, these systems quickly detect and address potential issues such as contamination, leaks, or equipment failures, reducing the risk of waterborne illnesses. Modern SCADA systems also improve system reliability and reduce service disruptions, ensuring continuous access to clean water. Additionally, they enhance response times during emergencies, providing better protection for public health and maintaining consumer confidence in the safety and quality of their water supply.

b. What is the percentage of population served by the project? 25.000000

c. Describe the extent to which the project increases efficiencies through collaboration.

This project increases the reliability of the Las Cruces water utility in situations where connected communities (Mesilla, Dona Ana and NMSU) experience unplanned water outages. If the SCADA were to fail, then the water system operators would be unable to activate the delivery of water to these subsequent systems.

d. Does the project replace individual well-septic systems? No

Explain: This project only addresses replacement of obsolete software and hardware for drinking water system operations.

e. Describe collaboration efforts to date and the results of the collaboration.

The City of Las Cruces maintains emergency connections with the Town of Mesilla, the Town of Dona Ana and NMSU.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Water and Wastewater masterplan, page 3-5

2. Health and Safety. The evaluation criteria provides up to 30 points for projects that address human health and safety. Maximum points are given to projects that specifically address imminent or existing threats to human health and safety due to water borne disease and Safe Drinking Water Act violations.

a. Describe the purpose of the project as it relates to health and safety, including any expected health and safety impacts.

Replacing obsolete SCADA systems with modern versions in potable water operations significantly enhances health and safety by improving real-time monitoring, control, and response capabilities. Updated SCADA systems ensure that water quality standards are consistently met, reducing the risk of contamination and safeguarding public health. By detecting potential issues like leaks, equipment malfunctions, or contaminant intrusions quickly, these systems enable immediate corrective actions, preventing waterborne health risks and ensuring safe drinking water for the community. Modern SCADA systems in potable water operations also enhance safety by providing more reliable and efficient control of water treatment and distribution processes. They minimize the potential for human error through automation, reducing the likelihood of operational failures or safety incidents. Enhanced integration with emergency response protocols ensures quicker, more effective responses to system

failures or contamination events, minimizing the risk of public exposure to unsafe water. Additionally, these systems help maintain compliance with regulatory standards for water safety, reducing legal risks and fostering a safer environment for both operators and consumers.

b. Do the health and safety conditions to be addressed currently exist? Explain.

Yes. The SCADA system is currently obsolete and needs to be replaced.

c. What is the extent of expected health and safety impacts if the project were not to proceed? Describe any resulting threats to human health and safety.

If the project does not proceed, the existing SCADA system will experience communication failures. This could result in operation failures, such as overfilling storage tanks, which could lead to structural damage, water shortages if wells are not run on a correct schedule. Additionally, with the software no longer being updated, there is increased risk of cyber vulnerabilities, increasing the risk of system outages, data breaches, and operational disruptions that can erode compliance with regulatory standards and create health risks for vulnerable populations dependent on 24 hour access to safe drinking water (e.g. hospitals, etc.)

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Water and Wastewater Master Plan, Pages 3-1.

3. Plan and Design. The evaluation criteria provides up to 10 points for projects that demonstrate a well-designed selection, design and implementation of infrastructure improvements. Maximum points are given to projects that incorporate water saving technologies into a well-designed project.

a. Describe the status of the project's design and note if the concept is substantively complete.

The project scope has been identified and the needed software and hardware components have been identified and a cost estimate has been received for installation and commissioning. The concept and design of needed elements are substantially complete.

b. Describe the methodology used to measure the project's expected outcome, planned objectives and other benchmarks for measuring project results and describe how they have been incorporated into the project design.

The improvements will be inspected and certified during the commissioning process prior to acceptance by the City.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Strategic Business Plan, pg. 4

4. Emergency. The evaluation criteria provides up to 25 points for projects that address imminent or existing catastrophic conditions related to water quality or quantity. Maximum points are given to projects that cure severe violations of water quality.

a. Describe how the expected impacts of the project address imminent or existing catastrophic conditions related to water quality improvements.

A modern SCADA system in a potable water system benefits consumers by ensuring a consistent supply of safe and high-quality drinking water. With real-time monitoring and automated controls, these systems quickly detect and address potential issues such as contamination, leaks, or equipment failures, reducing the risk of waterborne illnesses. Modern SCADA systems also improve system reliability and reduce service disruptions, ensuring continuous access to

clean water. Additionally, they enhance response times during emergencies, providing better protection for public health and maintaining consumer confidence in the safety and quality of their water supply.

b. Do the emergency conditions to be addressed currently exist? Explain.

Yes. The SCADA system is currently obsolete and needs to be replaced.

c. What is the extent of expected impacts if the project were not to proceed? Describe any resulting threats to human health and safety from imminent or existing catastrophic conditions related to water quality improvements.

If the project does not proceed, the existing SCADA system will experience communication failures. This could result in operation failures, such as overfilling storage tanks, which could lead to structural damage, water shortages if wells are not run on a correct schedule. Continuing to use the existing SCADA poses additional significant risks, including a higher likelihood of undetected contamination or equipment failures that could compromise water quality and public health. Outdated systems may have slower response times and limited monitoring capabilities, leading to delayed detection of leaks, chemical imbalances, or breaches, which could result in unsafe drinking water. Additionally, obsolete SCADA systems are more prone to malfunctions and cyber vulnerabilities, increasing the risk of system outages, data breaches, and operational disruptions that can erode consumer trust and compliance with regulatory standards.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Water and Wastewater Master Plan, Page 3-1

PART V. REGULATORY COMPLIANCE

In preparation for the Readiness Application, regulatory agencies will certify the applicant compliance with all relevant regulations. Please note that Water Trust Board Policies require the Office of State Engineer to verify water rights. Applicants must submit a completed request form *directly to the Office of the State Engineer* in order to receive verification. Applicants requesting funding for watershed restoration or ESA collaborative projects do not need to receive verification. Flood prevention projects also do not require verification unless they include jurisdictional dams or storage facilities.

(Download OSE form at the top of this page. Complete and submit the completed request form *directly to the Office of the State Engineer.*)

1. Does the Applicant have all necessary water rights to complete the project?

Yes or No: No

2. Does the water system supply, deliver, distribute or otherwise provide at least 500-acre feet annually for domestic, commercial, industrial or government customers for non-agricultural purposes?

Yes or No: Yes

If yes, has the Applicant completed a Water Conservation Plan as required by law?

Yes

If no, explain.

PART VI. ATTACHMENTS

A. Required

- Resolution by the governing body authorizing the submission of an application to the Water Trust Board.

Current File: WTB-RequiredAttachment_ResolutionAttach

• Copy of organizational documents for non-governmental entities, including current Articles of Incorporation, Bylaws, etc.

Current File: WTB-RequiredAttachment_IncorporationAttach

B. Additional Documents (optional)

Attach below any additional information you believe would be helpful to evaluating your project.

1. Document description: Las Cruces Utilities Strategic Business Plan

Attachment: Current File: WTB-AdditionalDocument1-Attach

2. Document description: Las Cruces Water & Wastewater Masterplan

Attachment: Current File: WTB-AdditionalDocument2-Attach

3. Document description:

Attachment: Current File: None

4. Document description:

Attachment: Current File: None

PART VII. APPLICANT CERTIFICATION

Please download the Applicant Certification document at the top of the page, sign and save it to your computer, then upload it to the application here:

Attachment: Current File: WTB-ApplicantCertification_Attach

General Information

Las Cruces, City of
P O Box 20000 Las Cruces, NM 88004
(575) 541-2000
Well 66 Improvement & Pipeline

Water Project Fund 2026 Application

Water Storage, Conveyance and Delivery Project

Funding Request Amount: 2,558,800.00

PART I. GENERAL APPLICANT AND PROJECT INFORMATION

A. APPLICANT INFORMATION

Full Legal Name of Entity:	City of Las Cruces
Mailing Address:	700 N. Main St.
Street Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
County:	Dona Ana
Phone:	575-541-2430
Email Address:	gprats@lascruces.gov

B. SERVICE AREA OF APPLICANT

Communities in Applicant's Service Area:	City of Las Cruces
Counties in Applicant's Service Area:	Dona Ana
NM House District(s):	33,35,36,37,38,52,53
NM Senate District(s):	31,35,36,37,38
Map of Service Area:	Current File: WTB-ServiceArea_Map

Has Applicant recently completed a Median Household Income (MHI) survey that the Applicant believes more accurately reflects the MHI of the Applicant's service area?

Yes or No: No

If Yes, please describe below the methodology used and attach a copy of the survey results.

Methodology:

Attachment:	Current File: None

Census Tract(s) of Applicant's Service Area or, if applicable, name of Census Designated Place:

See Notes.

C. PROJECT LOCATION:

Street Address:	7609 W. I-10 Viaduct
City:	Las Cruces
Zip:	88001
Communities served by the Project:	City of Las Cruces
County or Counties where Project is located:	
Map of Project Area:	Current File: WTB-MapOfProjectArea

D. APPLICANT CONTACTS

PRIMARY CONTACT

Name:	Jacqueline Rubalcava
Title:	Budget & Grants Administrator
Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
Phone:	575-541-2107
Email Address:	jrubalcava@lascruces.gov

SECONDARY CONTACT

Name:	Gabriela Prats
Title:	Grant Manager
Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
Phone:	575-541-2430
Email Address:	gprats@lascruces.gov

CONSULTING ENGINEER

Name:	Chuck Thomas
Title:	Principal
Firm:	Petroglyph Consulting, LLC
Address:	5301 Hawes Dr. NW

Address:	5301 Hayes Dr., NW
City:	Albuquerque
Zip Code:	87120
Phone:	505-999-7618
Email Address:	chuck@petroglyphconsulting.com

LEGAL COUNSEL CONTACT

Name:

Firm:

Address:

City:

Zip Code:

Phone:

Email Address:

OTHER CONTACT

Name:

Title:

Firm:

Address:

City:

Zip Code:

Phone:

Email Address:

PART II. PROJECT SUMMARY

1. Project Scope. Provide a ***brief statement*** of the project. State: 1) the requested Scope of funding as Plan, Design, and/or Construction, and 2) the overall goal of project. (Example: "Plan, design, and construct Main St water transmission lines.")

Note: Response is limited to 200 Characters.

To design and construct a water transmission line to connect Well 66; furnish Well 66 with new pump and appurtenances.

2. Project Description. Regarding *only the Scope for which funding is being requested*:

a. Provide a detailed description of the project.

Equip existing well 66 with a vertical turbine pump, well house, natural gas engine, all appurtenances, construct well head piping, and water transmission line to connect to the water system at the 36" West Mesa Water Transmission line.

b. Explain why the project is necessary.

The City bought a portion of the Jornada Water Company LRG-5818 Series in March 2007. LRG-5 818 Series is permitted to divert up to 792 acre-feet year. LRG-5 818-S-7 (Well 66) was drilled and completed in August 2012. John Shomaker & Associates recommended the well would produce between 1,500 and 2,500 gallons per minute with a pump set at 400 feet. Prior to a project commencement, staff recommends well development, including pumping, and step drawdown test in addition to testing up to date water quality standards, and to finalize, a video survey with report. Equipping Well 66 with appurtenances will help exercise the above water right and bring more revenue with a possible future expansion of water services to future customers. Well 66 will also help water demand in the Low and the Airport pressures zones.

c. Describe the overall degree of benefit from the project.

This project will add an additional 1,500 - 2,500 gallons per minute of available potable water to the City of Las Cruces. Total annual volume can be up to 792 acre-feet per year. This well bring more revenue with a possible future expansion of water services to future customers. Well 66 will also help water demand in the Low and the Airport pressures zones.

3. Project Selection.

a. Describe how the project area or alternative was selected.

This well was selected for rehabilitation based on the location and expected production to bring a high degree of benefit to the City. This well can produce up to 2,500 gallons per minute, which is equivalent to 6.5% of the City's current total maximum production.

b. If this is a second or subsequent phase of a project, describe the extent to which experience from the previous phases of the project altered the planning or implementation of the requested phase.

Not Applicable

4. Project Continuation. (Phase of a previously funded WTB Project.) If this is a phase of a larger project, have any previous phases of the larger project been awarded by the Water Trust Board?

Yes or No: No

If yes, provide the WTB Project Number(s):

If yes, please describe below whether previous phase(s) met or is meeting the project goals and objectives.

5. If funded, would this phase complete the larger project?

Yes or No:

If no, briefly explain why:

6. Human Health and Safety. Describe how the project addresses human health and safety needs of the community.

Sufficient safe drinking water is a fundamental need of any community. Adding this well into the water system provides additional protection against drought conditions and improves water access. The well eliminates urgent health risks like waterborne diseases, dehydration, and sanitation failures, and supports household basic survival need making corrective action both urgent and

unavoidable.

7. Is this project identified in a regional water plan accepted by the New Mexico Interstate Stream Commission?

Yes or No: No

If yes, please provide the name of the plan and the date of acceptance.

Name of Plan:

Date: / /

8. Is this project listed on the community's current Infrastructure Capital Improvement Plan (ICIP)?

Yes or No: Yes

If yes, provide the Priority Number and Date of Prioritization.

ICIP Priority No. 2027-104

Date of Prioritization: 09/25/2024

9. Community Support.

a. List all of the partners involved in this project and outline the responsibilities for each partner.

The City of Las Cruces Utilities Department will be the only responsible entity and will complete 100% of the project using in-house staff and contractual resources.

b. Describe how the surrounding communities are involved.

Although not directly involved, the ripple effect of a well reaches far beyond its physical footprint by supporting multiple entities: Local Businesses, Farmers, Schools, clinics, community organizations, churches and tourists, as providing reliable safe drinking water is a fundamental need.

c. Identify the regional collaboration, including how stakeholders participate both financially and programmatically.

This project is being completed by the City of Las Cruces Utilities Department for the benefit of the City of Las Cruces Residents and emergency water systems connected to the water system. The City collects water utility fees from residents for use of the water to pay for infrastructure.

Optional: Attach letters of support from project partners, including Federal, Tribal, State, Non-Governmental Organizations and private interests, as applicable.

Attachment (combine multiple letters into one attachment): Current File: None

PART III. PROJECT DETAIL

1. Required Planning Document. Section II 3.2 of the WTB Project Management Policies requires Applicants to submit a Planning Document as part of the Project Application.

When was the planning document completed?

12/02/2022

Which regulatory or funding agency(ies) approved the Planning Document, if any?

The City of Las Cruces Utilities Department

Date of last cost updates, if any: 12/02/2022

Title of Planning Document: Project Scoping Report - Well 66 Improvement

Name of Firm that prepared the Planning Document:

The City of Las Cruces Utilities Department

Name of primary Planning Document preparer:

Fernando Ortiz

Please upload Planning Document here. If necessary, break and attach document into parts (additional Attachment blocks are also provided at end of application).

Planning Document Attachment 1 Current File: WTB-PlanningDocument-Attachment1

Planning Document-Attachment 2 Current File: WTB-PlanningDocument-Attachment2

Planning Document Attachment 3 Current File: WTB-PlanningDocument-Attachment3

Planning Document Attachment 4 Current File: None

2. Design only projects. Is the funding sought for design only? If so, you may qualify for 100% grant with the following conditions:

- The project serves or will serve fewer than 500 connections.
- The scope is limited to design only; "design" is defined as necessary technical work required to prepare a complete and final set of plans and specifications ready to be bid.
- The costs for the design must be substantiated with the coordinating planning document(s).
- Grants for design may not exceed $500,000.

No

3. Project Funding. Please download the Project Funding spreadsheet at the top of the page, provide total estimated project costs under the appropriate Funding Sources, save it to your local computer and then upload it as a spreadsheet here:

(Attach in spreadsheet format only.) Current File: WTB-ProjectFunding_Attachment

4. Source and Status of Matching Funds. Identify the sources, terms and status of all local, State and Federal Funds identified for this project, and attach documentation substantiating the match.

***NOTE**: If no documentation/evidence of match is provided, match cannot be verified.*

Source *(Name of Federal Funding Agency)*:

Amount: 0.00

Type (Loan, Grant, or Loan/Grant):

Term (# of years)**:**

Status (Application Pending, Approved, or Secured):

Attach evidence of federal funds here: Current File: None

Source *(Name of State Funding Agency)*:

Amount:	0.00
Type (Loan, Grant, or Loan/Grant):	
Term (# of years)**:**	
Status (Application Pending, Approved, or Secured):	
Attach evidence of state funds here:	Current File: None
Source (Local):	Las Cruces Utilities Department Water Fund
Amount:	451,604.82
Type (Bond Proceeds, Accumulated Reserves, or Other Budgeted Funds):	Utility Fees
Term (# of years):	
Status (Application Pending, Approved, or Secured):	Approved
Attach evidence of local funds here:	Current File: WTB-SourceOfMatchingFundsStatus-Local-Attach

5. Project Readiness.

- Have construction plans and specifications been completed?

Yes or No:	No
If yes, please provide the date of completion:	
	/ /

- If plans and specifications have not been completed, provide estimated date of completion.

Completion date:	11/22/2026

- Have engineering services been procured?

Yes or No:	Yes

6. Permits/Licenses/Authorizations. Download Permits Detail spreadsheet at the top of the page, provide the status of each required permit, certification, license or authorization required to complete the project and the time frame for completion. Save the spreadsheet to your local drive, then upload it as an attachment here:

Current File: WTB-PermitsLicenses_Attachment

7. Assuming funds are approved in July 2026, would this project be able to be completed by June 2028?

Yes or No:	Yes
If no, what is the estimated time of completion?	
Date:	/ /

PART IV. EXPECTED PROJECT BENEFITS

1. Regionalization. The evaluation criteria provides up to 10 points for projects that demonstrate regional impacts. Maximum points are given to projects that incorporate greater than 80% of the population within a five-mile radius.

a. Describe the direct and indirect impacts of the project, including benefits to the region.

Equipping Well 66 with appurtenances will bring more revenue with a possible future expansion of water services to future customers. Well 66 will also help water demand in the Low and the Airport pressures zones. The current total well capacity of existing wells is 38,024 gallons per minute (GPM). Well 66 can produce up to 2,500 GPM, which represents an additional 6.5% of total production.

b. What is the percentage of population served by the project? 40.000000

c. Describe the extent to which the project increases efficiencies through collaboration.

This project is the final outcome of the City of Las Cruces acquiring the Jornada Water System and bringing that infrastructure into a Utility Department with a robust operation and maintenance plan, thus serving those existing customers. Equipping Well 66 with appurtenances will improve water access, health and wellbeing, and attracting businesses that rely on reliable infrastructure. The City of Las Cruces has emergency water provision agreements with the Town of Mesilla, Town of Dona Ana and NMSU. This well increases the reliability of the water system and extends that reliability to those subsequent water systems.

d. Does the project replace individual well-septic systems? No

Explain: This project is a well rehabilitation, no replacement of septic systems is included.

e. Describe collaboration efforts to date and the results of the collaboration.

The City bought a portion of the Jornada Water Company LRG-5818 Series in March 2007. LRG-5 818 Series is permitted to divert up to 792 acre-feet year. This project is the final outcome of the City of Las Cruces acquiring the Jornada Water System and bringing that infrastructure into a Utility Department with a robust operation and maintenance plan, thus serving those existing customers.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Water and Wastewater Masterplan, Page 6-5.

2. Health and Safety. The evaluation criteria provides up to 30 points for projects that address human health and safety. Maximum points are given to projects that specifically address imminent or existing threats to human health and safety due to water borne disease and Safe Drinking Water Act violations.

a. Describe the purpose of the project as it relates to health and safety, including any expected health and safety impacts.

The well eliminates urgent health risks like waterborne diseases, dehydration, and sanitation failures, and supports household basic survival needs.

b. Do the health and safety conditions to be addressed currently exist? Explain.

The City is not currently experiencing any water shortages.

c. What is the extent of expected health and safety impacts if the project were not to proceed? Describe any resulting threats to human health and safety.

The City would not have this additional water resource and would not be able to adequately use the associated water rights, which could jeopardize future generations of the City were to lose the water rights through not using them. The aging condition of the City' (City) utilities services infrastructure including

natural gas, water, wastewater, and solid waste, combined with a need for strategic replacement plans, if not addressed, will result in: •An increase in line breaks and failures. •Overall increased disruption of utilities services. •Increased risk to public safety and health. •Increased utility rates due to the increased frequency and cost of emergency repairs. •Increased disruption of traffic due to an inability to plan and execute projects.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Strategic Business Plan, page 1

3. Plan and Design. The evaluation criteria provides up to 10 points for projects that demonstrate a well-designed selection, design and implementation of infrastructure improvements. Maximum points are given to projects that incorporate water saving technologies into a well-designed project.

a. Describe the status of the project's design and note if the concept is substantively complete.

The project has been conceptually designed to determine costs.

b. Describe the methodology used to measure the project's expected outcome, planned objectives and other benchmarks for measuring project results and describe how they have been incorporated into the project design.

The City of Las Cruces Utility Strategic Business Plan and the Water & Wastewater Master Plan have identified this as a critical resource necessary to be able to address new businesses and residents on the West Mesa and within the community.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Water and Wastewater Master Plan, Pg 5.2

4. Emergency. The evaluation criteria provides up to 25 points for projects that address imminent or existing catastrophic conditions related to water quality or quantity. Maximum points are given to projects that cure severe violations of water quality.

a. Describe how the expected impacts of the project address imminent or existing catastrophic conditions related to water quality improvements.

If the City experiences a catastrophic failure of existing water wells, then the water system could lose pressure, exposing it to infiltration by contaminants, or lose access to water completely in some areas of the City, depriving residents of safe drinking water needed for basic sanitation, such as cleaning and flushing toilets.

b. Do the emergency conditions to be addressed currently exist? Explain.

The City is not aware of any imminent well failures, but this project would help mitigate any failures should they occur.

c. What is the extent of expected impacts if the project were not to proceed? Describe any resulting threats to human health and safety from imminent or existing catastrophic conditions related to water quality improvements.

When a community loses access to a functioning water well, the resulting lack of clean, reliable drinking water creates both imminent and long-term threats to human health and safety. Without a dependable supply, residents may be forced to rely on unsafe or unregulated water sources, significantly increasing the risk of exposure to microbial contaminants such as E. coli, Giardia, and Cryptosporidium, as well as chemical pollutants. These contaminants can cause acute gastrointestinal illness, dehydration, and—in vulnerable populations such as children, the elderly, or immunocompromised individuals—life-threatening

infections. Beyond direct health effects, well failure also threatens public safety and community resilience. An unreliable water system compromises fire protection, hospital and clinic operations, and the ability of schools, businesses, and food service establishments to function safely. Extended outages strain emergency response systems, require costly bottled-water distribution, and place disproportionate hardship on low-income households that may not have the means to purchase alternative water supplies.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Strategic Business Plan, page 1.

PART V. REGULATORY COMPLIANCE

In preparation for the Readiness Application, regulatory agencies will certify the applicant compliance with all relevant regulations. Please note that Water Trust Board Policies require the Office of State Engineer to verify water rights. Applicants must submit a completed request form *directly to the Office of the State Engineer* in order to receive verification. Applicants requesting funding for watershed restoration or ESA collaborative projects do not need to receive verification. Flood prevention projects also do not require verification unless they include jurisdictional dams or storage facilities.

(Download OSE form at the top of this page. Complete and submit the completed request form *directly to the Office of the State Engineer.*)

1. Does the Applicant have all necessary water rights to complete the project?

Yes or No: Yes

2. Does the water system supply, deliver, distribute or otherwise provide at least 500-acre feet annually for domestic, commercial, industrial or government customers for non-agricultural purposes?

Yes or No: Yes

If yes, has the Applicant completed a Water Conservation Plan as required by law?

Yes

If no, explain.

PART VI. ATTACHMENTS

A. Required

- Resolution by the governing body authorizing the submission of an application to the Water Trust Board.

Current File: WTB-RequiredAttachment_ResolutionAttach

- Copy of organizational documents for non-governmental entities, including current Articles of Incorporation, Bylaws, etc.

Current File: WTB-RequiredAttachment_IncorporationAttach

B. Additional Documents (optional)

Attach below any additional information you believe would be helpful to evaluating your project.

1. Document description: Las Cruces Utility Strategic Business Plan

Attachment: Current File: WTB-AdditionalDocument1-Attach

2. Document description: Las Cruces Water & Wastewater Masterplan

Attachment: Current File: WTB-AdditionalDocument2-Attach

3. Document description:

Attachment: Current File: None

4. Document description:

Attachment: Current File: None

PART VII. APPLICANT CERTIFICATION

Please download the Applicant Certification document at the top of the page, sign and save it to your computer, then upload it to the application here:

Attachment: Current File: WTB-ApplicantCertification_Attach

General Information

Las Cruces, City of
P O Box 20000 Las Cruces, NM 88004
(575) 541-2000
Hwy 292 Wastewater Force main

Water Project Fund 2026 Application

Wastewater Collection, Conveyance, and Treatment Project

Funding Request Amount: 1,526,600.00

PART I. GENERAL APPLICANT AND PROJECT INFORMATION

A. APPLICANT INFORMATION

Full Legal Name of Entity:	City of Las Cruces
Mailing Address:	700 N. Main St.
Street Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
County:	Dona Ana
Phone:	575-541-2430
Email Address:	gprats@lascruces.gov

B. SERVICE AREA OF APPLICANT

Communities in Applicant's Service Area:	City of Las Cruces
Counties in Applicant's Service Area:	Dona Ana
NM House District(s):	33,35,36,37,38,52,53
NM Senate District(s):	31,35,36,37,38
Map of Service Area:	Current File: WTB-ServiceArea_Map

Has Applicant recently completed a Median Household Income (MHI) survey that the Applicant believes more accurately reflects the MHI of the Applicant's service area?

Yes or No: No

If Yes, please describe below the methodology used and attach a copy of the survey results.

Methodology:

Attachment:	Current File: None

Census Tract(s) of Applicant's Service Area or, if applicable, name of Census Designated Place:

See Notes.

C. PROJECT LOCATION:

Street Address:	470 S. Motel Blvd
City:	Las Cruces
Zip:	88001
Communities served by the Project:	Las Cruces
County or Counties where Project is located:	
Map of Project Area:	Current File: WTB-MapOfProjectArea

D. APPLICANT CONTACTS

PRIMARY CONTACT

Name:	Jacqueline Rubalcava
Title:	Budget & Grants Administrator
Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
Phone:	575-541-2107
Email Address:	jrubalcava@lascruces.gov

SECONDARY CONTACT

Name:	Gabriela Prats
Title:	Grant Manager
Address:	700 N. Main St.
City:	Las Cruces
Zip Code:	88001
Phone:	575-541-2430
Email Address:	gprats@lascruces.gov

CONSULTING ENGINEER

Name:	Chuck Thomas
Title:	Principal

Firm:	Petroglyph Consulting, LLC
Address:	5301 Hayes Dr., NW
City:	Albuquerque
Zip Code:	87120
Phone:	505-999-7618
Email Address:	chuck@petroglyphconsulting.com

LEGAL COUNSEL CONTACT

Name:	
Firm:	
Address:	
City:	
Zip Code:	
Phone:	
Email Address:	

OTHER CONTACT

Name:	
Title:	
Firm:	
Address:	
City:	
Zip Code:	
Phone:	
Email Address:	

PART II. PROJECT SUMMARY

1. Project Scope. Provide a ***brief statement*** of the project. State: 1) the requested Scope of funding as Plan, Design, and/or Construction, and 2) the overall goal of project. (Example: "Plan, design, and construct Main St water transmission lines.")

Note: Response is limited to 200 Characters.

Design and construction of approximately 5,700 linear feet of 18-inch C-900 PVC Pipe.

2. Project Description. Regarding *only the Scope for which funding is being requested*:

a. Provide a detailed description of the project.

The purpose of this project is to replace approximately 5,700 linear feet of the existing 14-inch ductile iron pipe (DIP) with an 18-inch C-900 PVC pipe along Calle de El Paso/HWY 292 from Calle de Pacana to 407 S. Motel Blvd.

b. Explain why the project is necessary.

The existing DIP has been subject to frequent leaks, resulting in significant maintenance issues and potential risks to public health, safety, and the environment. Additionally, prolonged leaks may cause soil erosion, resulting in sinkholes and potential structural damage to surrounding properties, increasing both safety hazards and repair costs over time. The replacement of this section will increase capacity, improve the reliability and performance of the force main, reduce the likelihood of future leaks, and mitigate associated risks. In July 2024, a section of the Boutz force main pipe from the Town of Mesilla Veterans Park to north of Calle Pacana was replaced. This work involved the installation of approximately 600 linear feet of 18-inch C-900 PVC pipe, replacing the existing 14-inch DIP, along with all associated appurtenances. The existing 14-inch DIP has shown signs of deterioration, creating frequent leaks and operational inefficiencies. The most recent leak occurred in August 2024, on Calle de El Paso/HWY 292, south of Glass Road, where two failures occurred within one hour of each other, which further highlights the urgency replacing this aging infrastructure. Given history of these failures and the increasing maintenance costs, upgrading to a more durable material, such as 18-inch C-900 PVC pipe, is essential for the long-term reliability of the force main system.

c. Describe the overall degree of benefit from the project.

This project will replace a section of failing sanitary sewer force main and prevent future discharges of untreated raw sewage. As a force main, this pipe is pressurized and a failure in the current line can cause the release of thousands of gallons of raw sewage creating a significant biological health hazard in the area of the release. This force main transfers sewage from approximately 30% of the City's sewer collection system to the Jacob Hands WWTF. Replacing this pipe will also reduce the operation and maintenance costs associated with this pipeline and significantly reduce future unplanned expenditures by eliminating the risk of future failures of this section of force main. Replacing the existing pipe will improve the long-term reliability and sustainability of the City's wastewater collection system and protect the health of nearby residents and users of the Mesilla Lateral Irrigation canal.

3. Project Selection.

a. Describe how the project area or alternative was selected.

This section of pipe was deemed to be the highest need based on the current condition of the pipe material, documentation of recent leaks and potential impact to surrounding areas (residential, agricultural and irrigation canal).

b. If this is a second or subsequent phase of a project, describe the extent to which experience from the previous phases of the project altered the planning or implementation of the requested phase.

Not Applicable.

4. Project Continuation. (Phase of a previously funded WTB Project.) If this is a phase of a larger project, have any previous phases of the larger project been awarded by the Water Trust Board?

Yes or No: No

If yes, provide the WTB Project Number(s):

If yes, please describe below whether previous phase(s) met or is meeting the project goals and objectives.

5. If funded, would this phase complete the larger project?

Yes or No: Yes

If no, briefly explain why:

6. Human Health and Safety. Describe how the project addresses human health and safety needs of the community.

This project will replace a section of failing sanitary sewer force main and prevent future discharges of untreated raw sewage. As a force main, this pipe is pressurized and a failure in the current line can cause the release of thousands of gallons of raw sewage creating a significant biological health hazard in the area of the release. The area of the project includes residential areas as well as agricultural farmland and the existing pipeline crosses under the Mesilla Lateral in two locations. Should a failure of the existing pipeline occur in either of those two locations, raw sewage would be discharges into the lateral, contaminating the lateral and Valuable irrigation water for miles.

7. Is this project listed on the community's current Infrastructure Capital Improvement Plan (ICIP)?

Yes or No: Yes

If yes, provide the Priority Number and Date of Prioritization.

ICIP Priority No. 2027-125

Date of Prioritization: 07/01/2023

8. Community Support.

a. List all of the partners involved in this project and outline the responsibilities for each partner.

The City of Las Cruces Utilities Department will be the only responsible entity and will complete 100% of the project using in-house staff and contractual resources.

b. Describe how the surrounding communities are involved.

Not Applicable.

c. Identify the regional collaboration, including how stakeholders participate both financially and programmatically.

This project is included in the City's ICIP and is presented for public comment annually, as well as being listed in the City's Capital Improvement Program.

Optional: Attach letters of support from project partners, including Federal, Tribal, State, Non-Governmental Organizations and private interests, as applicable.

Attachment (combine multiple letters into one attachment): Current File: None

PART III. PROJECT DETAIL

1. Required Planning Document. Section II 3.2 of the WTB Project Management Policies requires Applicants to submit a Planning Document as part of the Project Application.

When was the planning document completed?

10/17/2024

Which regulatory or funding agency(ies) approved the Planning Document, if any?

Not Applicable

Date of last cost updates, if any: 10/17/2024

Title of Planning Document: Project Scoping Report - Calle de El Paso/HWY 292

Name of Firm that prepared the Planning Document:

City of Las Cruces Utilities Department

Name of primary Planning Document preparer:

Rakhila Mamenova

Please upload Planning Document here. If necessary, break and attach document into parts (additional Attachment blocks are also provided at end of application).

Planning Document Attachment 1 Current File: WTB-PlanningDocument-Attachment1

Planning Document-Attachment 2 Current File: WTB-PlanningDocument-Attachment2

Planning Document Attachment 3 Current File: WTB-PlanningDocument-Attachment3

Planning Document Attachment 4 Current File: None

2. Design only projects. Is the funding sought for design only? If so, you may qualify for 100% grant with the following conditions:

- The project serves or will serve fewer than 500 connections.
- The scope is limited to design only; "design" is defined as necessary technical work required to prepare a complete and final set of plans and specifications ready to be bid.
- The costs for the design must be substantiated with the coordinating planning document(s).
- Grants for design may not exceed $500,000.

No

3. Project Funding. Please download the Project Funding spreadsheet at the top of the page, provide total estimated project costs under the appropriate Funding Sources, save it to your local computer and then upload it as a spreadsheet here:

(Attach in spreadsheet format only.) Current File: WTB-ProjectFunding_Attachment

4. Source and Status of Matching Funds. Identify the sources, terms and status of all local, State and Federal Funds identified for this project, and attach documentation substantiating the match.

***NOTE**: If no documentation/evidence of match is provided, match cannot be verified.*

Source *(Name of Federal Funding Agency)*:

Amount: 0.00

Type (Loan, Grant, or Loan/Grant):

Term (# of years)**:**

Status (Application Pending, Approved, or Secured):

Attach evidence of federal funds here:	Current File: None
Source *(Name of State Funding Agency)*:	
Amount:	0.00
Type (Loan, Grant, or Loan/Grant):	
Term (# of years)**:**	
Status (Application Pending, Approved, or Secured):	
Attach evidence of state funds here:	Current File: None
Source (Local):	City of Las Cruces Wastewater Fund
Amount:	269,455.81
Type (Bond Proceeds, Accumulated Reserves, or Other Budgeted Funds):	Utility Fees
Term (# of years):	
Status (Application Pending, Approved, or Secured):	Approved
Attach evidence of local funds here:	Current File: WTB-SourceOfMatchingFundsStatus-Local-Attach

5. Project Readiness.

- Have construction plans and specifications been completed?

Yes or No:	No
If yes, please provide the date of completion:	
	/ /

- If plans and specifications have not been completed, provide estimated date of completion.

Completion date:	03/31/2027

- Have engineering services been procured?

Yes or No:	Yes

6. Permits/Licenses/Authorizations. Download Permits Detail spreadsheet at the top of the page, provide the status of each required permit, certification, license or authorization required to complete the project and the time frame for completion. Save the spreadsheet to your local drive, then upload it as an attachment here:

Current File: WTB-PermitsLicenses_Attachment

7. Assuming funds are approved in July 2026, would this project be able to be completed by June 2028?

Yes or No:	Yes
If no, what is the estimated time of completion?	
Date:	/ /

PART IV. EXPECTED PROJECT BENEFITS

1. Regionalization. The evaluation criteria provides up to 10 points for projects that demonstrate regional impacts. Maximum points are given to projects that incorporate greater than 80% of the population within a five-mile radius.

a. Describe the direct and indirect impacts of the project, including benefits to the region.

Rehabilitating the wastewater system will cut cost by improving reliability, reducing maintenance, enhancing efficiency, and enhancing durability. Investing in a reliable wastewater system is a fundamental economic necessity that supports public health, environmental quality, and business productivity in the City of Las Cruces. The existing forcemain was installed in 1988 and has surpassed it's useful life. This forcemain collects raw sewage from approximately 35% of the City's service area and transfers it to the Jacob Hands WWTF for treatment and disposal. If this line is not in service, there is no way to collect sewage from the impacted service area.

b. What is the percentage of population served by the project? 35.000000

c. Describe the extent to which the project increases efficiencies through collaboration.

Rehabilitating a wastewater system promotes regionalism by improving shared infrastructure that benefits surrounding communities beyond the host entity. This promotes collaboration by allowing new development to occur within the City limits, bringing new homes and services to residents.

d. Does the project replace individual well-septic systems? No

Explain: Not Applicable.

e. Describe collaboration efforts to date and the results of the collaboration.

The City has coordinated public input as part of it's Capital Improvement Program and State ICIP process, as well as with the Strategic Business Plan

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Strategic Business Plan, pg 4.

2. Health and Safety. The evaluation criteria provides up to 30 points for projects that address human health and safety. Maximum points are given to projects that specifically address imminent or existing threats to human health and safety due to water borne disease and Safe Drinking Water Act violations.

a. Describe the purpose of the project as it relates to health and safety, including any expected health and safety impacts.

This project will replace a section of failing sanitary sewer force main and prevent future discharges of untreated raw sewage. As a force main, this pipe is pressurized and a failure in the current line can cause the release of thousands of gallons of raw sewage creating a significant biological health hazard in the area of the release. The area of the project includes residential areas as well as agricultural farmland and the existing pipeline crosses under the Mesilla Lateral in two locations. Should a failure of the existing pipeline occur in either of those two locations, raw sewage would be discharges into the lateral, contaminating the lateral and Valuable irrigation water for miles. Additionally, this line transfers the raw sewage from approximately 35% of the service area to the treatment plant. Without this line in service, there is nowhere for the sewage to go and will end up backing up within the service area, potentially overflowing manholes and backing up into homes.

b. Do the health and safety conditions to be addressed currently exist? Explain

b. Do the health and safety conditions to be addressed currently exist? Explain.

Yes. The existing line is currently located underneath the Mesilla Lateral and adjacent to numerous residential properties. The current wastewater collection system is an active collection system and collects raw sewage from existing homes.

c. What is the extent of expected health and safety impacts if the project were not to proceed? Describe any resulting threats to human health and safety.

If the project does not proceed, then this section of a sanitary sewer force main carrying raw sewage remains at significant risk of catastrophic failure. As a force main, this pipe is pressurized and a failure in the current line can cause the release of thousands of gallons of raw sewage creating a significant biological health hazard in the area of the release. The area of the project includes residential areas as well as agricultural farmland and the existing pipeline crosses under the Mesilla Lateral in two locations. Should a failure of the existing pipeline occur in either of those two locations, raw sewage would be discharges into the lateral, contaminating the lateral and valuable irrigation water for miles. Additionally, this line transfers the raw sewage from approximately 35% of the service area to the treatment plant. Without this line in service, there is nowhere for the sewage to go and will end up backing up within the service area, potentially overflowing manholes and backing up into homes.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

LC Water and Wastewater Masterplan, Page 4-4.

3. Plan and Design. The evaluation criteria provides up to 10 points for projects that demonstrate a well-designed selection, design and implementation of infrastructure improvements. Maximum points are given to projects that incorporate water saving technologies into a well-designed project.

a. Describe the status of the project's design and note if the concept is substantively complete.

The design is in the conceptual phase, approximately 25% complete.

b. Describe the methodology used to measure the project's expected outcome, planned objectives and other benchmarks for measuring project results and describe how they have been incorporated into the project design.

The project outcomes are measured by the City of Las Cruces Utilities Strategic Business Plan.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

Strategic Business Plan, Page 4.

4. Emergency. The evaluation criteria provides up to 25 points for projects that address imminent or existing catastrophic conditions related to water quality or quantity. Maximum points are given to projects that cure severe violations of water quality.

a. Describe how the expected impacts of the project address imminent or existing catastrophic conditions related to water quality improvements.

The purpose of this project is to replace approximately 5,700 linear feet of the existing 14-inch ductile iron pipe (DIP) with an 18-inch C-900 PVC pipe along Calle de El Paso/HWY 292 from Calle de Pacana to 407 S. Motel Blvd. The existing DIP has been subject to frequent leaks, resulting in significant maintenance issues and potential risks to public health, safety, and the environment. Prolonged leaks may cause soil erosion, resulting in sinkholes,

and potential structural damage to surrounding properties, increasing both safety hazards and repair costs over time. The replacement of this section will increase capacity, improve the reliability and performance of the force main, reduce the likelihood of future leaks, and mitigate associated risks. Additionally, this line transfers the raw sewage from approximately 35% of the service area to the treatment plant. Without this line in service, there is nowhere for the sewage to go and will end up backing up within the service area, potentially overflowing manholes and backing up into homes.

b. Do the emergency conditions to be addressed currently exist? Explain.

Yes. The existing 14-inch DIP has shown signs of deterioration, creating frequent leaks and operational inefficiencies. The most recent leak occurred in August 2024, on Calle de El Paso/HWY 292, south of Glass Road, where two failures occurred within one hour of each other, which further highlights the urgency replacing this aging infrastructure. The current wastewater collection system is an active collection system and collects raw sewage from existing homes.

c. What is the extent of expected impacts if the project were not to proceed? Describe any resulting threats to human health and safety from imminent or existing catastrophic conditions related to water quality improvements.

If the project does not proceed, then this section of a sanitary sewer force main carrying raw sewage remains at significant risk of catastrophic failure. As a force main, this pipe is pressurized and a failure in the current line can cause the release of thousands of gallons of raw sewage creating a significant biological health hazard in the area of the release. The area of the project includes residential areas as well as agricultural farmland and the existing pipeline crosses under the Mesilla Lateral in two locations. Should a failure of the existing pipeline occur in either of those two locations, raw sewage would be discharges into the lateral, contaminating the lateral and Valuable irrigation water for miles. Without this line in service, there is nowhere for the sewage to go and will end up backing up within the service area, potentially overflowing manholes and backing up into homes.

Please cite the Planning Document and its page numbers or sections that substantiate your statements above.

LC Water and Wastewater Master Plan, page 4-5

PART V. REGULATORY COMPLIANCE

In preparation for the Readiness Application, regulatory agencies will certify the applicant's compliance with all relevant regulations.

PART VI. ATTACHMENTS

A. Required

- Resolution by the governing body authorizing the submission of an application to the Water Trust Board.

Current File: WTB-RequiredAttachment_ResolutionAttach

• Copy of organizational documents for non-governmental entities, including current Articles of Incorporation, Bylaws, etc.

Current File: WTB-RequiredAttachment_IncorporationAttach

B. Additional Documents (optional)

g. Additional Documents (optional)

Attach below any additional information you believe would be helpful to evaluating your project.

1. Document description:

Attachment: Current File: WTB-AdditionalDocument1-Attach

2. Document description:

Attachment: Current File: WTB-AdditionalDocument2-Attach

3. Document description:

Attachment: Current File: None

4. Document description:

Attachment: Current File: None

PART VII. APPLICANT CERTIFICATION

Please download the Applicant Certification document at the top of the page, sign and save it to your computer, then upload it to the application here:

Attachment: Current File: WTB-ApplicantCertification_Attach

City Council Action and Executive Summary

3097; Council Bill 26-005

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	September 15, 2025	**Adopted:**	October 6, 2025
Drafter:	Laura Holguin	**Department:**	Financial Services

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("NMFA"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION DOLLARS ($15,000,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($3,750,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($11,250,000), FOR THE PURPOSE OF FINANCING THE COSTS OF CONDUCTING A LEAD SERVICE LINE REPLACEMENT PROJECT AND ASSOCIATED ACTIVITIES DIRECTLY CONNECTED TO PLANNING, DESIGNING AND REPLACING OF LEAD SERVICE LINES, INCLUDING AN INVENTORY/SURVEY TO DETERMINE IF LEAD EXISTS IN THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM LINES AND SHALL INCLUDE DRINKING WATER FACILITY CONSTRUCTION PROJECT WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT AND SUCH OTHER RELATED WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT ("PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; AND AMENDING MASTER ORDINANCE NO. 1593 AS AMENDED BY ORDINANCE NOS. 1250 AND 2837.**

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

PURPOSE(S) OF ACTION:
Authorize issuance of debt.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

A proposed resolution approved at the September 3, 2024, City Council meeting authorized City staff to submit an application for financial assistance from New Mexico Finance Authority (NMFA) the purpose of conducting a Lead service line replacement.

Approval of the Ordinance authorizes the execution and delivery of the loan agreement between the City and NMFA. The City will borrow no more than $3,750,000 with interest and administrative fees and a loan subsidy in the amount of no more than $11,250,000 to finance a Lead service line replacement project. The revenue pledged to finance the Lead service line replacement project comes from the net revenues of the Joint Utility System.

SUPPORT INFORMATION:
Exhibit "A" - DW-6674 Loan Agreement

PLAN(S):
Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☒ Yes
☐ No

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

OPTIONS / ALTERNATIVES:
1. Vote "Yes"; this will approve the Ordinance and will allow the City to accept the loan from NMFA and proceed with water system projects.
2. Vote "No"; this will not approve the Ordinance and will not allow the City to accept the loan from NMFA and use the funding mechanism to finance water systems projects.
3. Vote to "Amend"; this will delay the execution and delivery of the loan from NMFA and the water system projects,and require Council direction to staff.
4. Vote to "Table"; this will delay the financing opportunity, increase the project cost of the water systems project, and require Council direction to staff.

REFERENCE INFORMATION:
Resolution 25-06

ORDINANCE 3097; COUNCIL BILL 26-005

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("NMFA"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION DOLLARS ($15,000,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($3,750,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN ELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($11,250,000), FOR THE PURPOSE OF FINANCING THE COSTS OF CONDUCTING A LEAD SERVICE LINE REPLACEMENT PROJECT AND ASSOCIATED ACTIVITIES DIRECTLY CONNECTED TO PLANNING, DESIGNING AND REPLACING OF LEAD SERVICE LINES, INCLUDING AN INVENTORY/SURVEY TO DETERMINE IF LEAD EXISTS IN THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM LINES AND SHALL INCLUDE DRINKING WATER FACILITY CONSTRUCTION PROJECT WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT AND SUCH OTHER RELATED WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT ("PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; AND AMENDING MASTER ORDINANCE NO. 1593 AS AMENDED BY ORDINANCE NOS. 1250 AND 2837.

The City Council is informed that:

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act of 1974 ("SDWA"); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency ("EPA") to set national based standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018 and 2021 with the passage of the Bipartisan Infrastructure Law, signed into law on November 15, 2021 ("BIL"); and

WHEREAS, the BIL, also known as the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the BIL funds the Lead Service Line Replacement ("LSLR") program with the purpose of removing lead service lines from water systems under the SDWA which includes identification, planning, design and replacement, of lead service lines, corrosion control optimization, lead testing and education, and interim/emergency protocols; and

WHEREAS, the Governmental Unit enters into the Loan Agreement pursuant to the LSLR program authorized by the BIL; and

WHEREAS, the Governmental Unit is a legally and regularly created, established, duly organized and existing incorporated home rule municipality under and pursuant to the laws of the State and more specifically, Article X, Section 6 of the State Constitution and the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Governmental Unit has created the System as provided in the Master Ordinance; and

WHEREAS, the Master Ordinance governs the issuance of Bonds or similar obligations by the Governmental Unit payable from the Net System Revenues of the System; and

WHEREAS, the Master Ordinance authorizes the Governmental Unit to adopt Supplemental Ordinances authorizing the issuance of additional Subordinated Bonds payable from the Net Revenues of the System; and

WHEREAS, this Council Bill No. 26-005; Ordinance No.3097 is a Supplemental Ordinance authorized by the Master Ordinance for the purpose of entering into the Loan Agreement with the Finance Authority, which Loan Agreement constitutes a System Bond within the meaning of the Master Ordinance; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and the public it serves that the Loan Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement and may enter into the Loan Agreement; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body, and there presently are on file with the City Clerk, this Ordinance and the form of the Loan Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the Governmental Unit; and

WHEREAS, the Master Ordinance may be amended to cure an ambiguity, and to cure, correct and supplement a defect in the Master Ordinance without the consent of existing bondholders; and

WHEREAS, the Governing Body desires to amend the Master Ordinance to cure and correct ambiguities in the Master Ordinance to clarify that the definition of System Bonds includes the forms of revenue bond obligations payable from the Pledged Revenues in the form of loan agreements and/or notes or any other form of revenue bond obligation under the Act;

WHEREAS, the Governing Body desires to amend the Master Ordinance to provide a definition for and additional provisions related to Subordinated Bonds issued with a lower priority for payment with respect to other Subordinated Bonds as contemplated in Section 18.05 of the Master Ordinance; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

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

(I)

THAT

Section 1. Definitions. Capitalized terms defined in this Section 1, for all purposes, shall have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined) and any term not defined herein shall have the definition given it by the Master Ordinance or the Loan Agreement:

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to the Loan Agreement, together with supporting documentation submitted to and approved by the NMFA pursuant to Section 4.2 of the Loan Agreement.

"Authorized Officers" means the Mayor, City Manager, City Financial Services Director, City Treasurer, and City Clerk of the Governmental Unit.

"City Charter" means the home rule charter of the Governmental Unit submitted to the Governing Body on January 7, 1985, and approved by the voters of the Governmental Unit on March 5, 1985, as amended and supplemented.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

"Disbursement" means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9; NMSA 1978, §§ 3-31-1 through 3-31-12, the home rule charter of the City under Article X Section 6 of the State Constitution, and the Master Ordinance; all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

"DWSRF Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and related to the Loan Agreement and the Loan Agreement Payments.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on the Loan Agreement following the FinalRequisition, as determined on the basis of the Aggregate Repayable Disbursements

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of the Loan Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

"Gross Revenues" means "Gross Revenues" as defined in Section 1.01 of the Master Ordinance.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Loan" means the funds to be loaned to the Governmental Unit by the NMFA pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" or "Subordinate Lien Loan Agreement" means the subordinate lien loan and subsidy agreement dated the Closing Date and any amendments or supplements thereto, including the exhibits attached to the subordinate lien loan and subsidy agreement.

"LoanAgreement Payment" means, collectively, the Maximum Repayable Principal Amount, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Master Ordinance" means Ordinance No. 1593, Council Bill 97-035 adopted by the Governing Body on December 18, 1996, as amended by Ordinance No. 2750, Council Bill No. 15-031 adopted by the Council on April 8, 2015, Ordinance No. 2837, Council Bill No. 18- 013 adopted by the Council on January 16, 2018, and this Ordinance No. 3097 Council Bill No. 26-005 adopted by the Council on October 6, 2025.

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to 75% of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eleven million two hundred fifty thousand dollars ($11,250,000).

"Maximum Principal Amount" means fifteen million dollars ($15,000,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements repayable by the Governmental Unit pursuant to the Loan Agreement. The Maximum Repayable Principal Amount is three million seven hundred fifty thousand dollars ($3,750,000).

"Net Revenues" or "Net Revenues of the System" means the Gross Revenues of the System owned and operated by the Governmental Unit after deducting Operation and Maintenance Expenses of the System as defined in Section 1.01 of the Master Ordinance.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means "Operation and Maintenance Expenses" means "Operation and Maintenance Expenses" as defined in Section 1.01 of the Master Ordinance.

"Ordinance" means this Ordinance No. 3097, introduced as Council Bill No. 26-005 adopted by the Governing Body of the Governmental Unit on October 6, 2025, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet to the Loan Agreement, as supplemented from time to time in accordance with the provisions hereof.

"Parity Obligations" or "Parity Bonds" means "Parity Bonds" as defined in Section 1.01 of the Master Ordinance.

"Pledged Revenues" means the Net Revenues of the System of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

"Project" means the project described on the Term Sheet of the Loan Agreement.

"State" means the State of New Mexico.

"Subordinated Obligations or "Subordinated Bonds" means "Subordinated Bonds" as defined in Section 1.01 of the Master Ordinance

"System" means the joint water, sanitary sewer and natural gas utility system of the Governmental Unit as defined in Section 1.01 of the Master Ordinance.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unitand the public whom it serves.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and completing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the Governmental Unit.

F. The Governmental Unit will acquire, construct, conduct and complete the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described on the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least three-fourths (3/4) of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the Governmental Unit to pay a principal amount of three million seven hundred fifty thousand dollars ($3,750,000) and interest thereon, and to accept a loan subsidy in the amount of eleven million two hundred fifty thousand dollars ($11,250,000) and the execution and delivery of the Loan Agreement is hereby authorized. The Governmental Unit shall use the proceeds of the Loan Agreement (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee of the Loan Agreement and the costs of issuance of the Loan Agreement, if any. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of fifteen million dollars ($15,000,000). The Aggregate Repayable Disbursements shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the Interest Rate designated in the Loan Agreement, including Exhibit “A” thereto.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City

Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Subordinated Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues with a lien thereon subordinate to the lien of the Parity Bonds, on a parity with the Subordinated Bonds, and with a lien thereon superior to the lien of any Super Subordinated Bonds. As provided in Article X of the Master Ordinance, the Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in the Master Ordinance, this Ordinance, and the Loan Agreement, shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in the Master Ordinance, this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of the Project.

A. Debt Service Account; Disbursements. The Governmental Unit hereby consents to creation of the Debt Service Account to be held and maintained by the NMFA as provided in the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition (as defined in the Loan Agreement). The NMFA will disburse the proceeds of the Loan Agreement for construction upon written determination of compliance by the Governmental Unit with EPA's guidelines applicable to the Project and the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems (as defined in Section 3 of this Ordinance and in Section 4.2 of the Loan Agreement).

Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of acquiring, constructing, conducting and completing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The Governmental Unit will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the completion of the Project, the Governmental Unit shall execute and send to the NMFA a certificate stating that the completion of and payment for the Project has been completed.

D. NMFA Not Responsible for Application of Loan Proceeds. The NMFA shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the NMFA on a parity with the outstanding Subordinated Bonds in an amount sufficient to pay the Loan Agreement Payments, and other amounts due under the Loan Agreement, as provided in Section 5.2 of the Loan Agreement and Section 18.01 of the Master Ordinance.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the total amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal, interest, and Administrative Fee requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. Pursuant to Section 18.01 of the Master Ordinance, after making all the payments required to be made by the Loan Agreement and any payments required by outstanding Parity Bonds, Subordinated Bonds and Super Subordinated Bonds, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Parity Bonds, Subordinated Bonds or Super Subordinated Bonds, or purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine as provided in the Master Ordinance.

Section 10. Lien on Pledged Revenues. Pursuant to the Master Ordinance, this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Governmental Unit grants a subordinate lien on the Pledged Revenues and security interest therein, for the payment of the principal, interest, Administrative Fees, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an subordinate irrevocable lien, but not necessarily an exclusive subordinate lien, on the Pledged Revenues on a parity with the outstanding Subordinated Bonds as set forth herein and therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement except as provided in the Master Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including, but not limited to, the execution and delivery of closing documents and reports in connection with the execution and delivery of the Loan Agreement.

Section 12. Supplemental Ordinance. This Ordinance is a Supplemental Ordinance authorized by and adopted pursuant to the Master Ordinance.

Section 13. Amendments to Master Ordinance.

A. The Master Ordinance is hereby amended to cure an ambiguity, and to cure, correct and supplement a defect in the Master Ordinance to authorize System Bonds in the form of loan agreements and/or notes or any other form of revenue bond obligation under the Act with the form of such loan agreement and/or note or debt obligation to be approved by the Council with the adoption of the Supplemental Ordinance authorizing the System Bond.

(1) Section 6.01 of the Master Ordinance is hereby amended and replaced in its entirety to provide as follows:

Section 6.01 Authorization of System Bonds. The Master Ordinance has been adopted by the affirmative vote of at least three-fourths of all of the members of the Council. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the City, refunding the Refunded Bonds and the System Bonds and financing the Costs of and acquiring, constructing and improving one or more Projects, it is necessary that the City issue, and the City is hereby authorized to issue, pursuant to the Act, its negotiable, fully registered System Bonds in on or more series to be designated "City of Las Cruces, New Mexico Joint Utility System Revenue Bonds" with appropriate series and other designations and to enter into loan agreements and/or notes or any other form of revenue bond obligation. System Bonds issued in the form of a loan agreement and/or notes or any other form of revenue bond obligation under the Act shall be issued with such details as are provided in the supplemental ordinance authorizing the issuance of such System Bonds pursuant to the Master Ordinance.

(2) Section 6.03(a) of the Master Ordinance is hereby amended and replaced in its entirety to provide as follows:

(a) General. System Bonds shall be issued as fully registered bonds, in Authorized denominations and numbered with such prefixes or other distinguishing designations as the Registrar may determine necessary or appropriate to distinguish one System Bond of a series from another or shall be issued as loan agreements and/or notes or any other form of revenue bond obligation with such designation as to distinguish it from other System Bonds. Each series of bonds or loan agreements or other form of revenue bond obligation under the Act for System Bonds shall be dated, have such principal amounts and have such maturity dates (no later than 50 years, or other shorter period of time permitted by law when a series System Bonds in whatever form authorized is originally issued, from the date of issuance of that series) as set forth in the Supplemental Ordinance for that series.

(B). The Master Ordinance is hereby amended to cure an ambiguity, and to cure, correct and supplement a defect in the Master Ordinance to provide a definition for Subordinated Bonds issued with a lower lien priority with respect to other Subordinated Bonds as provided in Section 18.05 of the Master Ordinance and to provide additional provisions related to such obligations.

(1) There is hereby added a definition of Super Subordinated Bonds to Article I of the Master Ordinance as follows:

"Super Subordinated Bonds" means any Subordinated Bonds or other obligations of the City now outstanding or hereafter issued or incurred pursuant to the Master Ordinance with a lien on the Net Revenues subordinate to the lien created by other parity Subordinated Bonds now outstanding or hereafter issued and subordinate to any Parity Bonds now outstanding or hereafter issued having a lien on the Net Revenues. Other than having a lower payment priority provision under the Master Ordinance, Super Subordinated Bonds shall be treated as Subordinated Bonds for all purposes of the Master Ordinance including, but not limited, the Rate Covenant and provisions related to the issuance of Additional System Bonds.

(2) The definition of System Bond in Article I of the Master Ordinance is hereby amended and replaced in its entirety as follows:

"System Bonds" means the Series 1997A Bonds, additional Parity Bonds, Subordinated Bonds (including Super Subordinated Bonds), and other similar obligations, including loan agreements and./or notes or any other form of revenue obligation payable solely or primarily from Net Revenues which may from time to time be issued pursuant to the Master Ordinance.

(3) Section 18.01(d) is hereby amended and replaced in its entirety to provide as follows:

(d) Subordinated Bonds. (1) Net Revenues shall be transferred to such funds and accounts as may be established by Supplemental Ordinance with respect to one or more series of Subordinated Bonds and used to pay Debt Service Requirements on Subordinated Bonds and to fund any Reserve Requirement for Subordinated Bonds. (2) After and subject to such payments for the Debt Service Requirements and the funding of any Reserve Requirements for parity Subordinated Bonds, Net Revenues shall be transferred to

such funds and accounts as may be established by Supplemental Ordinance with respect to one or more series of Super Subordinated Bonds and used to pay Debt Service Requirements on Super Subordinated Bonds and to fund any Reserve Requirements for Super Subordinated Bonds.

All other terms and provisions of the Master Ordinance, as previously amended, shall remain in full force and effect.

Section 14. Approval of Loan Agreement. The Council hereby approves the Loan Agreement as a Subordinated Bond, subordinate to Parity Bonds and senior to Super Subordinated Bonds, in the form of, and with the terms and provisions contained in, in the Loan Agreement presented to the Governing Body at the meeting of the Governing Body at which this Ordinance was adopted and as otherwise provided in this Ordinance.

Section 15. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, this Ordinance may be amended, only with the prior written consent of the NMFA, by Authorized Officers of the Governmental Unit without receipt of the Governing Body of any additional consideration only when such amendment does not affect the terms of payment of the Loan component of the Loan Agreement.

Section 16. Ordinance Irrepealable. After the Closing Date, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 17. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 18. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 19. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 20 below) shall be published in a newspaper which is of general circulation in the Governmental Unit, and the Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 20. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Form of Summary of Ordinance for Publication*.]

City of Las Cruces, New Mexico

Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Council Bill No. 26-005; Ordinance No. 3097, duly adopted and approved by the City Council of the City of Las Cruces, New Mexico, on October 6, 2025. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, 700 N Main Street, Las Cruces, New Mexico 88001.

The title of the Ordinance is:

CITY OF LAS CRUCES, NEW MEXICO
COUNCIL BILL NO.26-005; ORDINANCE NO. 3097

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("NMFA"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION DOLLARS ($15,000,000),EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THANTHREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($3,750,000), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THANELEVEN MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($11,250,000),FOR THE PURPOSE OF FINANCING THE COSTS OF CONDUCTING A LEAD SERVICE LINE REPLACEMENT PROJECT AND ASSOCIATED ACTIVITIES DIRECTLY CONNECTED TO PLANNING, DESIGNING AND REPLACING OF LEAD SERVICE LINES, INCLUDING AN INVENTORY/SURVEY TO DETERMINE IF LEAD EXISTS IN THE GOVERNMENTAL UNIT'S WATER UTILITY SYSTEM LINESAND SHALL INCLUDE DRINKING WATER FACILITY CONSTRUCTION PROJECT WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT AND SUCH OTHER RELATED WORK AND REVISIONS NECESSARY TO COMPLETE THE PROJECT ("PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; AND AMENDING MASTER ORDINANCE NO. 1593 AS AMENDED BY ORDINANCE NOS. 1250 AND 2837. .

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Summary of Ordinance for Publication*.]

Section 19. Execution of Agreements. The City of Las Cruces through its Governing Body agrees to authorize and execute all such agreements with the NMFA as are necessary to consummate the Loan contemplated herein and consistent with the terms and conditions of the Loan Agreement and 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

EXHIBIT "A"

$15,000,000 Maximum Principal Amount

Maximum Forgiven Principal Amount $11,250,000

Maximum Repayable Principal Amount $3,750,000

DRINKING WATER STATE REVOLVING LOAN FUND SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT

dated

November 14, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF LAS CRUCES,
DOÑA ANA COUNTY, NEW MEXICO

EXHIBIT "A"

DRINKING WATER STATE REVOLVING LOAN FUND
SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT

This SUBORDINATE LIEN LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement" or "Subordinate Lien Loan Agreement"), dated **[Date of Closing]**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA"), and the **CITY OF LAS CRUCES**, Doña Ana County, New Mexico (the "Governmental Unit"), an incorporated home rule municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in the Master Ordinance or Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the federal Safe Drinking Water Act of 1974 ("SDWA"); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency ("EPA") to set national based standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018 and 2021 with the passage of the Bipartisan Infrastructure Law signed into law on November 15, 2021 ("BIL"); and

WHEREAS, the BIL, also known as the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the BIL funds the Lead Service Line Replacement ("LSLR") program with the purpose of removing lead service lines from water systems under the SDWA which includes identification, planning, design and replacement, of lead service lines, corrosion control optimization, lead testing and education, and interim/emergency protocols; and

WHEREAS, the Governmental Unit enters into this Loan Agreement pursuant to the LSLR program authorized by the BIL; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA, may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governmental Unit is an incorporated home rule municipality under the general laws of the State and more specifically, the City Charter adopted under Article X Section 6 of the State Constitution and the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, and is a qualified local authority under the DWSRLF Act; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the NMFA and accept a subordinate lien loan and subsidy from the NMFA to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the NMFA will determine in writing prior to disbursement of any proceeds of the Loan for construction if the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, pursuant to 42 U.S.C. 300j-12(a)(3), the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the SDWA; and

WHEREAS, the Governmental Unit has created the System as defined in the Master Ordinance: and

WHEREAS, the Master Ordinance governs the issuance of Bonds or similar obligations by the Governmental Unit payable from the Net Revenues of the System; and

WHEREAS, the Master Ordinance authorizes the Governmental Unit to adopt Supplemental Ordinances authorizing the issuance of additional Subordinated Bonds payable from the Net Revenues of the System; and

WHEREAS, the Governmental Unit has adopted Ordinance No. 3097 introduced as Council Bill No.25- 005 on October 6, 2025, as a Supplemental Ordinance authorized by the Master Ordinance for the purpose of entering into this Loan Agreement, and this Loan Agreement constitutes a System Bond within the meaning of the Master Ordinance.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the NMFA and the Governmental Unit agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in this Article I, for all purposes, shall have the meaning specified in the Master Ordinance or this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of the Aggregate Repayable Disbursements and the Aggregate Forgiven Disbursements up to the Maximum Principal Amount.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to this Loan Agreement, together with the required supporting documentation set out in Exhibit "C" submitted to and approved by the NMFA pursuant to Section 4.2 of this Loan Agreement.

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, City Financial Services Director, City Treasurer and City Clerk thereof; and with respect to the NMFA, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer, and any other officer or employee of the NMFA designated in writing by an Authorized Officer of the NMFA.

"City Charter" means the home rule charter of the Governmental Unit submitted to the Governing Body on January 7, 1985, and approved by the voters of the Governmental Unit on March 5, 1985, as amended and supplemented.

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

"Debt Service Requirements" shall have the meaning set forth in Section 1.01 of the Master Ordinance.

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, the City Charter adopted under Article X Section 6 of the State Constitution, the Master Ordinance, all as may be amended from time to time; and enactments of the Governing Body relating to this Loan Agreement, including the Ordinance.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period

which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

"Gross Revenues" means "Gross Revenues" as defined in Section 1.01 of the Master Ordinance.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the NMFA and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) and 40 CFR §35.3555 which establish criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the NMFA as provided in Section 4.1(b) of this Loan Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

"Loan" means the funds to be loaned to the Governmental Unit by the NMFA pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" or "Subordinate Lien Loan Agreement" means this subordinate lien loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this subordinate lien loan agreement.

"Loan Agreement Payment" means, collectively, the Maximum Repayable Principal Amount, the Interest Component, and the Administrative Fee Component to be paid by the Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a Loan Agreement payment is due on this Subordinate Lien Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B" or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Master Ordinance" means Ordinance No. 1593, Council Bill 97- 035 adopted by the Governing Body on December 18, 1996, as amended by Ordinance No. 2750, Council Bill No. 15-031 adopted by the Council on April 8, 2015, Ordinance No. 2837, Council Bill No. 18- 013 adopted by the Council on January 16, 2018 and Ordinance No. 3097, Council Bill No. 25-005 adopted by the Council on October 6, 2025.

"Maximum Annual Debt Service Requirements" shall have the meaning established in Section 1.01 of the Master Ordinance under the definition of Debt Service Requirements.

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to 75% of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eleven million two hundred fifty thousand dollars ($11,250,000).

"Maximum Principal Amount" means fifteen million dollars ($15,000,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements made to the Governmental Unit pursuant to this Subordinate Lien Loan Agreement. The Maximum Repayable Principal Amount is three million seven hundred fifty thousand dollars ($3,750,000).

"Memorandum of Understanding" means the current memorandum of understanding by and between the NMFA and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund program.

"Net Revenues" or "Net Revenues of the System" means the Gross Revenues of the System owned and operated by the Governmental Unit minus Operation and Maintenance Expenses as defined in Section 1.01 of the Master Ordinance.

"NMFA Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the NMFA and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"Operation and Maintenance Expenses" means "Operation and Maintenance Expenses" as defined in Section 1.01 of the Master Ordinance.

"Ordinance" or "Loan Ordinance" means Ordinance No. 3097, introduced as Council Bill No. 25-3097, adopted by the Governing Body of the Governmental Unit on October 6, 2025 approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Parity Obligations" or "Parity Bonds" means "Parity Bonds" as defined in Section 1.01 of the Master Ordinance.

"Permitted Investments" means Permitted Investments as defined in Section 1.01 of the Master Ordinance.

"Pledged Revenues" means the Net Revenues of the System of the Governmental Unit pledged to the payment of the Loan Agreement Payments pursuant to the Ordinance and this Subordinate Lien Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Subordinate Lien Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Subordinate Lien Loan Agreement.

"Project" means the project described on the Term Sheet.

"Safe Drinking Water Act" or "SDWA" means 42 U.S.C. §§ 300f et seq.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the NMFA, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinated Obligations" means "Subordinated Bonds" as defined in Section 1.01 of the Master Ordinance

"Super Subordinated Obligations" or "Super Subordinated Bonds" means "Super Subordinated Bonds" as defined in Section 1.01 of the Master Ordinance, as amended by the Ordinance.

"System" means the joint water, sanitary sewer and natural gas utility system of the Governmental Unit defined in Section 1.01 of the Master Ordinance.

"System Bonds" means "System Bonds" as defined in Section 1.01 of the Master Ordinance, as amended by the Ordinance.

"Term Sheet" means Exhibit "A" attached to this Subordinate Lien Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Subordinate Lien Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Subordinate Lien Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or

by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Subordinate Lien Loan Agreement and Readiness to Proceed. The Governmental Unit is an incorporated home rule municipality, a political subdivision of the State, and is duly organized and existing under the statutes and laws of the State, including specifically Article X, Section 6 of the State Constitution and the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Subordinate Lien Loan Agreement and to carry out its obligations hereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Subordinate Lien Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the NMFA and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. Pursuant to Section 26.01 of the Master Ordinance, the Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Subordinate Lien Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Subordinate Lien Loan Agreement.

(d) Payment of Loan Agreement Payments. Pursuant to Section 26.02 of the Master Ordinance, the Governmental Unit meets and will continue to meet the requirements established by the Master Ordinance and the NMFA to assure sufficient Pledged Revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement on parity with the outstanding Subordinated Obligations.

(e) Conduction, Acquisition and Completion of Project; Compliance with Laws. The Project will be conducted, acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the conduction, acquisition and completion of the Project and to the use of the Pledged Revenues as further described under Article VII herein. The Governmental Unit has or will acquire proper title to, easements, rights-of-way, permits, or the requisite access needed, on the real property upon which the Project will be located by right of use or adverse possession, by legal conveyances such as right-of-way, easements, deeds, permits or other instruments. The Governmental Unit shall exercise its power of eminent domain, if needed to comply with this paragraph.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Subordinate Lien Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Subordinate Lien Loan Agreement. This Subordinate Lien Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Subordinate Lien Loan Agreement and the other documents related to this transaction, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the other documents related to this transaction, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Subordinate Lien Loan Agreement shall be irrevocable until this Subordinate Lien Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(l) Outstanding and Additional Debt. Except for the Parity Obligations, Subordinated Obligations and Super Subordinated Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues. The Governmental Unit may issue additional System Bonds (Parity Obligations, Subordinated Obligations and Super Subordinated obligations) in conformance with the requirements of the Master Ordinance and Section 5.4 hereof.

(m) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement and the other documents related to this transaction or to comply with its obligations under this Subordinate Lien Loan Agreement and documents related to the transaction. Neither the

execution and delivery of this Subordinate Lien Loan Agreement and the other documents related to the transaction by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Governmental Unit under this Subordinate Lien Loan Agreement and the other documents related to the transaction.

(o) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Subordinate Lien Loan Agreement. The portion of the Pledged Revenues necessary to pay the Subordinate Lien Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(p) Expected Coverage Ratio. The City shall comply with the requirements of the Rate Covenant set out in Section 2.2(a) of this Subordinate Lien Loan Agreement.

(q) Governmental Unit's Existence. The Governmental Unit will maintain its legal identity and existence so long as this Subordinate Lien Loan Agreement is unpaid, unless another political subdivision, State agency or other entity by operation of law succeeds to the liabilities, rights and duties of the Governmental Unit under this Subordinate Lien Loan Agreement without adversely affecting to any substantial degree the privileges and rights of the NMFA.

(r) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing this Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the NMFA, and notification of any event deemed material by the NMFA and communicated to the Governmental Unit in writing. For the purposes of this Subordinate Lien Loan Agreement, a material event shall include, without limitation, any violation by the Governmental Unit or alleged violation by the Governmental Unit asserted by a state or federal agency of appropriate jurisdiction, of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund program of which the City has knowledge.

(s) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in

their entirety, in accordance with § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. 200.501(c) to be completed by an Independent Accountant in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The Governmental Unit shall notify the NMFA and the Drinking Water State Revolving Loan Fund program when it conducts an audit in accordance with 2 C.F.R. Section 200.501. The Governmental Unit shall provide a copy to the NMFA and the Drinking Water State Revolving Loan Fund program of such audit within 30 days of completion. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and the NMFA of any findings and recommendations pertaining to the Drinking Water State Revolving Loan Fund contained in the audit. The Governmental Unit will also submit the audit to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the audit period pursuant to 2 CFR § 200.512. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and NMFA that the audit has been submitted to the Federal Audit Clearinghouse and provide a copy to the Drinking Water State Revolving Loan Fund program and NMFA upon request. The audit will also be available for inspection by the NMFA Environmental Protection Agency.

(t) Notice of Additional Obligations. For so long as the Subordinate Lien Loan Agreement is outstanding, the Governmental Unit shall notify the NMFA of the approval by the Governmental Unit of the issuance of any Parity Obligations, Subordinated Obligations or Super Subordinated Obligations before the Governmental Unit's first reading of a supplemental ordinance related to the issuance of such Parity Obligations, Subordinated Obligations or Super Subordinated Obligations (the "Notice Requirements") unless such Parity Obligations, Subordinated Obligations or Super Subordinated Obligations are being purchased by the NMFA. Notification to the NMFA of the posting of an Official Statement for such additional Parity Obligations, Subordinated Obligations or Super Subordinated Obligations or a material event notice on the Electronic Municipal Marketplace Access (EMMA) website regarding the issuance of such additional Parity Obligations, Subordinated Obligations or Super Subordinated Obligations shall constitute notice of the final terms and conditions of the additional Parity Obligations, Subordinated Obligations or Super Subordinated Obligations. The obligations of the Governmental Unit under the Notice Requirements of this section 2.2(t) are for the benefit of the NMFA as lender under the Agreement. Specific performance by court order to compel the Governmental Unit to comply with its obligations under the Notice Requirements shall be the exclusive remedy available to the NMFA or any other Owner. If the additional Parity Obligations, Subordinated Obligations or Super Subordinated Obligations meet the requirements of the Master Ordinance and the Loan Ordinance or this Loan Agreement, the Governmental Unit's breach of its obligations under the Notice Requirements will not be considered an "event of default" under the Ordinance or this Loan Agreement, and none of the other rights and remedies provided by the Ordinance and this Subordinate Lien Loan Agreement will be available to the NMFA or other Owners with respect to such a breach.

(t) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

(u) Compliance with BIL. The Governmental Unit shall comply with all requirements of the LSLR program contained in the BIL and state and federal law and regulations.

Section 2.2 Protective Covenants Regarding Operation of the System. The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant. [Governmental Unit covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred twenty percent (120%) of the Maximum Annual Debt Service. *Note: Under Review by NMFA for possible deletion*]

Pursuant to Section 26.03 of the Master Ordinance, the (i) the Gross Revenues shall be sufficient to provide for the payment of the Debt Service Requirements on all Outstanding System Bonds as and when the same become due and payable, to maintain the funds and accounts established in the Master Ordinance, to provide for the payment of expenses of administration, Operation and Maintenance Expenses of the System which may be necessary to preserve the same in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and (ii) the Pledged Revenues shall at least equal the greater of (a) 125% of the Debt Service Requirements of the outstanding Parity Bonds in such Fiscal year or (b) 115% of the Debt Service Requirements on the Parity Bonds Outstanding and the Subordinated Bonds Outstanding in such Fiscal Year, including this Subordinate Lien Loan Agreement.

Failure by the City to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance, the Loan Ordinance or this Loan Agreement so long as the Governmental Unit, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the City into compliance with the Rate Covenant set forth above. The Governmental Unit is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Pledged Revenues for such Fiscal Year and for the next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above and shall by resolution make a determination with respect thereto. If the Governmental Unit determines that the Pledged Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The Governmental Unit shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative to establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the Governmental Unit may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(b) Efficient Operation. Pursuant to Section 26.06 of the Master Ordinance, the Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area of the System.

(c) Records. Pursuant to Section 26.07 of the Master Ordinance, so long as this Subordinate Lien Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of Utility Revenue Bonds are not subject to inspection or copying.

(d) Right to Inspect. Pursuant to Section 26.08 of the Master Ordinance, the NMFA, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues, and the System.

(e) Audits. Pursuant to Section 26.09 of the Master Ordinance, within one hundred eighty (180) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System to be made by an Independent Accountant and the audit shall be made available for inspection by the NMFA upon the release of the audit by the New Mexico State Auditor. Each audit of the System shall comply with Accounting Standards Board The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(s) of this Loan Agreement.

(f) Billing Procedure. Pursuant to Section 26.10 of the Master Ordinance, bills for water, natural gas, and sanitary sewer utility services or facilities, or any combination thereof, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution, regulation or policy of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution, regulation or policy, water, natural gas and sewer utility services shall be discontinued as required by Governmental Unit ordinance, resolution, regulation, or policy, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Water, natural gas and sanitary sewer utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water, natural gas and sanitary sewer utility charges.

(g) Charges and Liens Upon System. Pursuant to Section 26.11 of the Master Ordinance, the Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully

levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues except as permitted by the Master Ordinance, or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on the NMFA.

(h) Insurance. Pursuant to Section 26.12 of the Master Ordinance, subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate water, sanitary sewer and natural gas utility systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem Utility Revenue Bonds or be treated as Gross Revenues and used as provided in Article XVIII of the Master Ordinance in any legally permissible manner.

(i) Competing Utility System. Pursuant to Section 26.13 of the Master Ordinance, unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit will not grant any franchise or license to a competing water, sanitary sewer and natural gas utility system, or permit any person, association, firm or corporation to sell water, sanitary sewer and natural gas utility services or facilities to any consumer, public or private, within the Service Area of the System; provided however, that nothing shall prevent the Governmental Unit from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation providing such utility services or facilities within or for the land to be annexed.

(j) Alienating System. Pursuant to Section 26.14 of the Master Ordinance, except as permitted by Section 26.14 of the Master Ordinance, while this Subordinate Lien Loan

Agreement is outstanding, the Governmental Unit shall not transfer, sell or otherwise dispose of the System, except that the Governmental Unit may dispose of inadequate, obsolete or worn-out property. For purposes of this Section, any transfer of an asset over which the Governmental Unit retains or regains substantial control shall not, for so long as the Governmental Unit has such control, be deemed a disposition of the System.

(k) Competent Management. Pursuant to Section 26.16 of the Master Ordinance, the Governmental Unit shall employ experienced and competent personnel to manage the System.

(l) Performing Duties. Pursuant to Section 26.17 of the Master Ordinance, the Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the regulations, policies, resolutions or ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by the Master Ordinance and by this Loan Agreement and the proper segregation and application of the Gross Revenues.

(m) Other Liens. Pursuant to Section 26.18 of the Master Ordinance, except for any Parity Obligations, Subordinated Obligations and Super Subordinated Obligations listed in the Term Sheet, as of the date of this Subordinate Lien Loan Agreement, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Pledged Revenues on parity with, subordinate or senior to the lien of this Subordinate Lien Loan Agreement.

Section 2.3 Representations, Covenants and Warranties of the NMFA. The NMFA represents, covenants and warrants for the benefit of the Governmental Unit:

(a) Legal Status and Authorization of Loan Agreement. The NMFA is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the NMFA Act. The NMFA has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Subordinate Lien Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Subordinate Lien Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Subordinate Lien Loan Agreement, nor the consummation of the transactions contemplated in this Subordinate Lien Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the NMFA is a party or by which the NMFA is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the NMFA, or its property and which conflict or violation will have a material adverse effect on the NMFA or the financing of the Project.

(c) No Litigation. To the knowledge of the NMFA, there is no litigation or proceeding pending or threatened against the NMFA or any other person affecting the right of the NMFA to execute or deliver this Subordinate Lien Loan Agreement or to comply with its obligations under this Subordinate Lien Loan Agreement. To the knowledge of the NMFA, neither the execution and delivery of this Subordinate Lien Loan Agreement by the NMFA, nor compliance by the NMFA with its obligations under this Subordinate Lien Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligation. This Subordinate Lien Loan Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III

LOAN AGREEMENT TERM

The Subordinate Lien Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Subordinate Lien Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) On the Closing Date, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the NMFA to the Governmental Unit pursuant to Section 6.2 of this Subordinate Lien Loan Agreement at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the NMFA, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests.

(a) Prior to the disbursement of any proceeds of the Loan for construction, the Governmental Unit shall comply with EPA's regulations and guidelines applicable to the Project, the laws and regulations of the State and the environmental review process of the State governing

the construction and operation of drinking water systems. The NMFA will determine compliance of SERP in writing prior to disbursement of any proceeds of the Loan for construction.

(b) Prior to approval by NMFA of a requisition of funds for construction, the NMFA, the Department, or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA, will review and consider for approval (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) the plans and specifications pursuant to 42 U.S.C. Section 300j-12 and (4) the bids for the conduct and completion of the Project.

(c) The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the NMFA. The NMFA or its designee shall review each requisition for compliance with (i) the Project's scope and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The NMFA shall cause an Approved Requisition to be paid from the Drinking Water State Revolving Loan Fund.

Section 4.3 Termination by NMFA. NMFA may terminate this Loan Agreement in its sole discretion if it determines and notifies the Governmental Unit in writing that the Governmental Unit has not met within a reasonable period of time the requirements of Section 4.2 of this Loan Agreement.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the NMFA an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to the superior lien of any Parity Obligations and in accordance with the priority of payment provisions set forth in Article XXVIII of the Master Ordinance, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Subordinated Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Subordinate Lien Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Subordinate Lien Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Subordinate Lien Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Subordinate Lien Loan Agreement shall remain in

full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the NMFA shall recalculate on the basis of the Aggregate Repayable Disbursements to that date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final Disbursement, the NMFA shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The NMFA shall provide a Final Loan Agreement Payment Schedule following the final Disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the NMFA acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Subordinate Lien Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Subordinate Lien Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Subordinate Lien Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Subordinate Lien Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payments under Article XVIII of the Master Ordinance, the Pledged Revenues may be utilized by the Governmental Unit as provided in the Master Ordinance for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the NMFA or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the NMFA or its designee pursuant to this Subordinate Lien Loan Agreement, shall be accounted for and maintained by the NMFA or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the NMFA. The amounts on deposit in the Debt Service Account shall be expended and used by the NMFA only in the manner and order of priority specified herein.

(a) In accordance with Article XVIII of the Master Ordinance, as a subordinate charge and lien, but not an exclusive subordinate charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Subordinated Obligations), the Governmental Unit shall remit to the NMFA and the NMFA shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, the Interest Component and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period the Governmental Unit shall monthly, commencing on the first day of the month next following the first payment by the NMFA of an Approved Requisition, pay to the NMFA for deposit into the Debt Service Account such amount as is necessary, in monthly installments, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the following amounts:

(A) Interest Component and Administrative Fee Component. Monthly, commencing on the first day of the month next following the final Disbursement, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and monthly thereafter, commencing on each Loan Agreement Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing Interest Component and Administrative Fee Component on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. Monthly, commencing on the first day of the month next following the final Disbursement, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account an amount in equal monthly installments which is necessary to pay the first maturing Principal Component; and thereafter on the first day of each month thereafter, one-twelfth (1/12) of the amount which is necessary to pay the next maturing Principal Component on this Subordinate Lien Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer each month to the NMFA, from Pledged Revenues, the amounts set forth in Subsections (i)(B), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Subordinate Lien Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the NMFA shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Subordinate Lien Loan Agreement, but solely from available Pledged Revenues.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the NMFA shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to

credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the NMFA or its designee at the address designated in Section 11.1 of this Subordinate Lien Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the NMFA or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Obligations Payable from Pledged Revenues.

(a) Parity Obligations Permitted. No provision of this Subordinate Lien Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Subordinate Lien Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued, the requirements of Section 24.02 of the Master Ordinance must be satisfied and no default shall exist in connection with any covenants or requirements of the Ordinance or this Subordinate Lien Loan Agreement. In making the computations required by this Section and the Master Ordinance, the calculations related to any Variable Rate Bonds shall be in accordance with Section 24.06 of the Master Ordinance. Pursuant to Section 24.02 of the Master Ordinance as supplemented by the Ordinance and this Loan Agreement, Parity Obligations may be issued for the System purposes including, but not limited to, (i) financing the Costs of a Project (as defined in the Master Ordinance); or (ii) providing additional funds for deposit into a Reserve Account or the Replacement Fund and paying the costs incident to the issuance of such Parity Bonds or any combination of the foregoing.

The tests required in this Section shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. Except as permitted herein and by Article XXV of the Master Ordinance, prior to the issuance of additional Parity Obligations, the Governmental Unit shall be current in making all deposits required by Article XVIII of the Master Ordinance and Section 5.2 hereof, and the following test shall be satisfied:

(i) A certificate prepared by an Authorized Officer of the Governmental Unit showing that the Pledged Revenues for the Historic Test Period (as defined in the Master Ordinance) were at least equal to 125% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Obligations after the issuance of the proposed Parity Obligations, or

(ii) A certificate prepared by a Consulting Engineer showing that:

(A) The Pledged Revenues for the Historic Test Period were at least equal to 115% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Obligations immediately preceding the issuance of the proposed additional Parity Obligations;

(B) For each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the City will be in compliance with the Rate Covenant (as defined in the Master Ordinance and as supplemented in Section 2.2(a) of this Subordinate Lien Loan Agreement); and

(C) The estimated Pledged Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Parity Obligations, as certified to the Consulting Engineer by an Authorized Officer of the Governmental Unit will be at least equal to 125% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Obligations which will be Outstanding immediately after the issuance of the proposed additional Parity Obligations.

For purposes of subsections (ii)(A) and (B) above, in estimating Pledged Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the Governmental Unit and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the Governmental Unit, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Pledged Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the Governmental Unit which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Governmental Unit shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(iii) . Certificates. In determining whether additional Parity Obligations may be issued, a written certificate or opinion of a Consulting Engineer in compliance with this Section shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the additional Parity Obligations.

(b) Additional Subordinated Obligations Permitted; Additional Parity Obligations Test for Benefit of Subordinate Bonds. Nothing contained in this Loan Agreement shall be construed to prevent the Governmental Unit from issuing additional Subordinated Obligations pursuant to the provisions of Section 24.05 [and Section 18.01(d)] of the Master Ordinance, as amended, if no default shall exist under this Subordinate Lien Loan Agreement. In making the computations required by this Section and the Master Ordinance, the calculations related to any Variable Rate Bonds shall be in accordance with Section 24.06 of the Master Ordinance. Subordinated Obligations may be issued for System purposes including, but not limited to, (i) financing the Costs of a Project; or (ii) providing additional funds for deposit into a Reserve Account or the Replacement Fund and paying the costs incident to the issuance of such Subordinated Obligations or any combination of the foregoing.

The tests required in this Section and in Section 24.05 of the Master Ordinance shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. Except as permitted herein and by Section 5.5 and Article XXV of the Master Ordinance, prior to the issuance of additional Parity Obligations or Subordinated Obligations, the Governmental Unit shall be current in making all deposits required by Article XVIII of the Master Ordinance and Section 5.2 hereof and the following test shall be satisfied:

(i) A certificate prepared by an Authorized Officer of the Governmental Unit showing that the Pledged Revenues for the Historic Test Period were at least equal to 115% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Obligations and Subordinated Obligations after the issuance of the proposed Parity Obligations or Subordinated Obligations, or

(ii) A certificate prepared by a Consulting Engineer showing that:

(A) The Pledged Revenues for the Historic Test Period were at least equal to 100% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Obligations and Subordinated Obligations immediately preceding the issuance of the proposed additional Parity Obligations or Subordinated Obligations;

(B) For each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the Governmental Unit will be in compliance with the Rate Covenant; and

(C) The estimated Pledged Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be

financed with the proceeds of the proposed additional Parity Obligations or Subordinated Obligations, as certified to the Consulting Engineer by an Authorized Officer of the Governmental Unit will be at least equal to 115% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Obligations and Subordinated Obligations which will be Outstanding immediately after the issuance of the proposed additional Parity Obligations or Subordinated Obligations.

For purposes of subsection (b)(i) and (b)(ii) above, in estimating Pledged Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the Governmental Unit and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the Governmental Unit, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Pledged Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the Governmental Unit which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Governmental Unit shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

In determining whether additional Parity Obligations or Subordinated Obligations may be issued pursuant to this Section and Section 24.05 of the Master Ordinance, a written certificate or opinion of a Consulting Engineer shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the additional Parity Obligations or Subordinated Obligations.

(c) Senior Obligations Prohibited. In accordance with Section 24.04 of the Master Ordinance, the Governmental Unit shall not issue Senior Obligations payable from the Pledged Revenues having a lien on the Pledged Revenues prior and superior to the lien thereon of the Parity Obligations for so long as the Parity Obligations are Outstanding.

Section 5.5 Refunding Obligations Payable from Pledged Revenues. Nothing contained in this Subordinate Lien Loan Agreement shall be construed to prevent the issuance of Refunding

Obligations in accordance with Article XXV of the Master Ordinance if no default shall exist under this Subordinate Lien Loan Agreement.

(a) Refunding Obligations Authorized. If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any Outstanding System Bonds or other outstanding obligations payable from the Pledged Revenues, this Subordinate Lien Loan Agreement, such System Bonds or other obligations, or any part thereof, may be refunded, regardless of whether the priority of the lien for the payment of the refunding System Bonds on the Pledged Revenues is changed, except as provided in Section 24.04 of the Master Ordinance and subsections (b)(c)(and (d) of Article XXV of the Master Ordinance which are recited in subparagraph C of Section 5.4 hereof and in subparagraphs (B,C and D)of this Section 5.5.

(i) Limitations Upon Issuance of Refunding Parity Obligations. No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued as Parity Obligations unless:

(ii) There is delivered a certificate of an Authorized Officer of the Governmental Unit showing that the combined Debt Service Requirements on all Outstanding Parity Obligations for any Fiscal Year after the issuance of refunding Parity Obligations will not exceed the combined Debt Service Requirements for such Fiscal Year on all Outstanding Parity Obligations authorized prior to the issuance of such refunding Parity Obligations by more than ten percent (10%) in any such Fiscal Year, and the Governmental Unit is in current compliance with the Rate Covenant; or

(iii) The refunding Parity Obligations are issued in compliance with Section 5.4A and Section 5.4Bof this Loan Agreement which recite Sections 24.02 and 24.05 of the Master Ordinance.

(b) Limitations Upon Issuance of Refunding Subordinated Obligations. No refunding bonds or other refunding obligations shall be issued as Subordinated Obligations unless:

(i) There is delivered a certificate of the Authorized Officer of the Governmental Unit showing that the combined Debt Service Requirements on all Outstanding Parity Obligations and Subordinated Obligations for any Fiscal Year after the issuance of refunding Subordinated Obligations will not exceed the combined Debt Service Requirements for such Fiscal Year on all Outstanding Parity Obligations and Subordinated Obligations authorized prior to the issuance of such refunding Subordinated Obligations by more than ten percent (10%) in any such Fiscal Year, and the Governmental Unit is in current compliance with the Rate Covenant, or

(ii) The refunding Subordinated Obligations are issued in compliance with Section 5.4 hereof which recites Section 24.05 of the Master Ordinance.

(c) Limitation Upon Issuance of Any Refunding System Bonds. Any refunding System Bonds shall be issued with such details as the City Council of the Governmental Unit may provide by appropriate proceedings but without impairment of any contractual obligation imposed upon

the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of the series of System Bonds or other obligations payable from Pledged Revenues to which the refunding was applicable.

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the NMFA or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the NMFA. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Conduct, Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition, conduction and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to conduct, acquire and complete the Project.

The Governmental Unit agrees to conduct, acquire and complete the Project through the application of moneys to be disbursed by the NMFA pursuant to Section 6.2 of this Subordinate Lien Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the NMFA or its designee shall disburse moneys to pay a requisition upon receipt and approval by the NMFA or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation.

Section 6.3 Completion of the Project. Upon completion of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Subordinate Lien Loan Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the NMFA, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any

rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the NMFA shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Subordinate Lien Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the NMFA will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Subordinate Lien Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The NMFA and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 NMFA and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the NMFA or the Governmental Unit is required, or the Governmental Unit or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Governmental Unit by an Authorized Officer of the NMFA or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the NMFA shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable ordinances, resolutions, and regulations of the Governmental Unit and all applicable State and federal laws, including, without limitation, the following:

(a) For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b) For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(c) For all construction subcontracts, and subgrants of amounts in excess of $100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(d) For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(e) For all contracts, including subcontracts in excess of $2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit, and the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)), and shall include the contract clauses set out in the Environmental Protection Agency publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)".

(f) For all contracts, the Governmental Unit shall apply the six good faith efforts pursuant to 40 C.F.R. Section 33.301 when procuring construction, equipment, services and supplies with funds under this Loan Agreement.

(g) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(h) For all contracts, the Governmental Unit shall comply with the requirements of the Federal Funding Accountability and Transparence Act (FFATA).

(i) For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13627 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(j) For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the

Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the NMFA pertaining to the Project or (ii) the NMFA has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(k) For all contracts, the Governmental Unit shall comply with the requirements of the Build America, Buy America Act (BABA) included in the BIL, in Sections 70901 through 70927, 2 BABA 70912 and 70914, 3 87 FR 23888 and 2 CFR part 184, in all subawards, contracts, and purchase orders for the work performed, or products supplied under this Loan Agreement. Under the BABA, the Governmental Unit is obligated to use United States produced iron, steel, manufactured products and construction materials for the Project with the funds available under this Loan Agreement unless the Governmental Unit believes a waiver is justified and NMFA finds that a waiver shall apply consistent with such Federal law.

(l) For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the NMFA such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Subordinate Lien Loan Agreement may be a default under this Subordinate Lien Loan Agreement.

(m) For all contracts, the Governmental Unit shall comply with the administration of the Clean Air Act and the Federal Water Pollution Control Act, including Section 306 of the Clean Air Act, 42 U.S.C. 7606 et seq, Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq. and Executive Order 11738

(n) For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(o) The Governmental Unit shall comply with the requirement of the June 3, 2015, Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the Environmental Protection Agency for the Project.

(p) The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs" dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889

of Public Law 115-232 and shall not use loan or subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the system for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

(q) The Governmental Unit agrees to comply with all applicable New Mexico State cybersecurity laws and requirements and ensure that any connections between the Governmental Unit's network or information system and Environmental Protection Agency networks used by the recipient to transfer data under this Subordinate Lien Loan Agreement, if any, are secure. If a connection does not go through the Environmental Information Exchange Network or Environmental Protection Agency's Central Data Exchange, the Governmental Unit agrees to contact the Environmental Protection Agency Project Officer (PO) and work with the designated Environmental Protection Agency Regional/Headquarters Information Security Officer to ensure that the connections meet Environmental Protection Agency security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Governmental Unit into systems operated and used by Environmental Protection Agency's regulatory programs for the submission of reporting and/or compliance data. The Governmental Unit is subject to monitoring as deemed necessary by the NMFA or the State of New Mexico under 2 CFR 200.331. In regard to this section a "connection" is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

(r) If the Governmental Unit gathers geospatial data, as defined in 43 U.S.C. §2801(2018), during the life of the Project, the data must be consistent with the Federal Geographic Data Committee endorsed standards.

(s) In accordance with the EPA "Signage Requirement" guidelines, the Governmental Unit will place a sign and will maintain such sign in good condition throughout the construction period, at a visible location in the construction site that displays the EPA's agency emblem and identify the project as a "project funding by U.S. Environmental Protection Agency" as long as placing such sign is practically and financially viable and does not result in excessive cost to the Governmental Unit.

(t) The Governmental Unit, as well as any contractors and subcontractors working with the Governmental Unit in this Project, shall comply with all State laws and regulations pertaining to equal employment opportunity and all federal anti-discrimination law requirements, pursuant to 40 C.F.R. 35.3575(a)(c), including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., including provisions protecting free speech, religious liberty, public welfare and the environment pursuant to 2 C.F.R. 200.300(a), as well as regulations, including 2 C.F.R. 200.300(b),40 C.F.R. Part 5, EPA's regulations 40 CFR §7.30 and 40 CFR §7.35, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, et seq., and the Age Discrimination Act of 1975, 42 U.S.C. §6102 which laws prohibit discrimination in the provision of services or benefits on the basis of race, color, national origin, sex, disability or age in programs

or activities receiving federal assistance. However, the Governmental Unit shall not be required to take any action in accordance with the foregoing provisions that would, in the exercise of the Governmental Unit's good-faith and reasonable discretion, require the Governmental Unit to violate Executive Orders of the President of the United States of America or the Governor of New Mexico that are in effect and binding on the Governmental Unit throughout the Project period, nor shall the Governmental Unit be required to take any action contrary to an order or decision of a court having jurisdiction over any Executive Order of the President of the United States of America or any Executive Order of the Governor of the State.

The NMFA or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Lien Status. The Loan Agreement Payments constitute an irrevocable subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues with a lien thereon on a parity with the Subordinated Obligations. The Governmental Unit covenants that the Loan Agreement Payments and any Subordinated Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a subordinate lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Subordinated Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF SUBORDINATE LIEN LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Subordinate Lien Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the NMFA or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The NMFA or its designee shall recalculate the Loan Agreement Payments due under this Subordinate Lien Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

EXHIBIT "A"

INDEMNIFICATION

From and to the extent of the available Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the NMFA and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Subordinate Lien Loan Agreement proceeds. The Governmental Unit shall indemnify and save the NMFA and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or its designee, shall defend the NMFA or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Subordinate Lien Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Subordinate Lien Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Subordinate Lien Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the NMFA or its designee, if any, unless the NMFA or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the NMFA or its designee but cannot be cured within the applicable thirty (30) day period, the NMFA or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Subordinate Lien Loan Agreement or in any instrument furnished in compliance with or in reference to this Subordinate Lien Loan Agreement is false or misleading in any adverse material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings to protect the NMFA's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the NMFA may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Subordinate Lien Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the NMFA under this Subordinate Lien Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(c) Intervene in judicial proceedings that affect this Subordinate Lien Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Subordinate Lien Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Subordinate Lien Loan Agreement, no remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The NMFA may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Subordinate Lien Loan Agreement at the date when due as specified in this Subordinate Lien Loan Agreement, or (ii) any default in the payment when due of the interest on this Subordinate Lien Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Subordinate Lien Loan Agreement on all arrears of payment of principal and all expenses of the NMFA, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the NMFA employs attorneys or incurs other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Subordinate Lien Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

EXHIBIT "A"

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Las Cruces
Attn: Treasurer
700 N Main Street
Las Cruces, New Mexico 88001

If to the NMFA, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

And if to NMFA's designated servicing agent for this Subordinate Lien Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Subordinate Lien Loan Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Master Ordinance. It is the intent and understanding of the parties that this Loan Agreement shall be, and is, consistent with the substantive terms and parameters established for the issuance of such obligations by the Master Ordinance. The Ordinance authorizing this Loan Agreement is a Supplemental Ordinance authorized by and adopted pursuant to the Master Ordinance to (A) authorize the execution and delivery of this Loan Agreement, and (B) amend the Master Ordinance to cure an ambiguity, and to cure, correct and supplement a defect in the Master Ordinance to (1) authorize System Bonds in the form of loan agreements and/or notes or any other form of revenue bond obligation under the Act with the form of such loan agreement and/or note or debt obligation to be approved by the Council with the adoption of the Supplemental Ordinance authorizing the System Bond; and (2) to provide a definition for Subordinated Bonds issued with a lower lien priority with respect to other Subordinated Bonds as provided in Section 18.05 of the Master Ordinance and to provide additional provisions related to such obligations.

Section 11.4 Amendments. This Subordinate Lien Loan Agreement may be amended only with the written consent of the NMFA and the Governmental Unit, except as provided in

Section 4.1(b) of this Subordinate Lien Loan Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Subordinate Lien Loan Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Subordinate Lien Loan Agreement, unless such change results in a decrease in the payment amount of the loan component.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Subordinate Lien Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, either directly or through the NMFA or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual[so long as such individual was acting in good faith]. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the NMFA is hereby expressly waived and released by the Governmental Unit and by the NMFA as a condition of and in consideration for the execution of this Subordinate Lien Loan Agreement.

Section 11.6 Severability. In the event that any provision of this Subordinate Lien Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Subordinate Lien Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Assignment by the NMFA. This Subordinate Lien Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the NMFA to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.9 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Subordinate Lien Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.10 Applicable Law. This Subordinate Lien Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.11 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Subordinate Lien Loan Agreement.

EXHIBIT "A"

IN WITNESS WHEREOF, the NMFA, on behalf of itself has executed this Subordinate Lien Loan Agreement, which was approved by the NMFA's Board of Directors on March 27, 2025, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Subordinate Lien Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the NMFA:

VIRTUE & NAJJAR, PC
As Loan Counsel to the NMFA

By _____
Richard L. C. Virtue

Approved for Execution by Officers of the NMFA:

By _____
Mark Chaiken General Counsel

EXHIBIT "A"

CITY OF LAS CRUCES,
DOÑA ANA COUNTY, NEW MEXICO

By_____
Eric Enriquez, Mayor

[SEAL]

ATTEST:

By_____
Christine Rivera, City Clerk

EXHIBIT "A"

TERM SHEET

LOAN NO. DW-6674
TO THE CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO

Governmental Unit:	City of Las Cruces, New Mexico.
Project Description:	Financing the costs to conduct a lead service line replacement project and associated activities directly connected to planning, designing and replacing of lead service lines, including an inventory/survey to determine if lead exists in the Governmental Unit's water utility system lines and shall include drinking water facility construction project work and revisions necessary to complete the Project and such other related work and revisions necessary to complete the Project, and shall include such other related work and revisions necessary to complete the Project.
Pledged Revenues:	Net Revenues of the System.
Currently Outstanding Parity Obligations:	City of Las Cruces Joint Utility System Improvement Revenue Bonds, Series 2014B; City of Las Cruces Joint Utility System Refunding and Improvement Revenue Bonds, Series 2015; City of Las Cruces Joint Utility System Improvement Revenue Bonds, Series 2015A; City of Las Cruces Joint Utility System Improvement Revenue Bonds, Series 2016; City of Las Cruces Joint Utility System Improvement Revenue Bonds, Series 2017 (PPRF-4222); City of Las Cruces Joint Utility System Improvement and Refunding Revenue Bonds Series 2020; and City of Las Cruces Joint Utility System Improvement Revenue Bonds, Series 2020A (PPRF-5236).

EXHIBIT "A"

Currently Outstanding Subordinated Obligations on Parity with this Loan Agreement:	City of Las Cruces Subordinate Lien Joint Utility System Refunding Revenue Bonds, Series 2018; City of Las Cruces Subordinate Lien Joint Utility System Improvement Revenue Bonds, Series 2020B (PPRF-5237); 2023 Subordinate Lien Clean Water State Revolving Fund Loan Agreement and Note between the City and the New Mexico Environment Department and City of Las Cruces Drinking Water State Revolving Loan Fund Subordinate Lien Loan and Subsidy Agreement 2024 (DW-6255).	
Currently Outstanding Super Subordinated Obligations:	City of Las Cruces Water Project Fund Loan/Grant Agreement (WPF-6289)	
Authorizing Legislation:	Governmental Unit Council Bill No. 25-005; Ordinance No. 3097 adopted on October 6, 2025.	
Closing Date:	November 14, 2025	
Interest Rate:	0.250% (which includes the Administrative Fee)	
Total Funding (Maximum Principal Amount):		$15,000,000.00
Program Fund:	$15,000,000.00	
Cost of Issuance:	$ 0.00	
Total Repayable (Maximum Repayable Principal Amount):		$3,750,000.00
Repayable Project Fund:	$3,750,000.00	
Repayable Cost of Issuance:	$ 0.00	
Total Forgiven (Maximum Forgiven Principal Amount):		$11,250,000.00
Project Subsidy Fund:	$11,250,000.00	
Subsidy Cost of Issuance:	$ 0.00	
Total Funding (Maximum Principal Amount):	$15,300,000.00	
Forgiven Percent:	75%	
Disadvantaged Status:	Severely Disadvantaged	

EXHIBIT "A"

First Interest Payment Date:	**[May 1, 2026]**
First Principal and Interest Payment Date:	**[May 1, 2028]**
First Debt Service Interest Payment Date:	**[May 1, 2026]**
Final Payment Date:	**[May 1, 2047]**

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: $15,000,000 Subordinate Lien Loan Agreement by and between the NMFA and the City of Las Cruces, New Mexico (the "Loan Agreement")

TO: DW@nmfa.net
New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505
Attn: Drinking Water

LOAN NO. DW-6674 CLOSING DATE: November 14, 2025

You are hereby authorized to disburse to the City of Las Cruces, New Mexico or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		☐ Interim Request ☐ Final Request
AMOUNT OF PAYMENT:	$	

For Period (work encumbered) _____ to _____

PURPOSE OF PAYMENT: _____

_____

_____

_____

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

☐ Check here if bank account information is new or has changed.

☐ Check here if bank account information is still current.

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Las Cruces, New Mexico is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Las Cruces, New Mexico understands its obligation to complete the acquisition and installation of the Project and shall complete the acquisition and installation of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Subordinate Lien Loan Agreement.

DATED:_____ By:_____
Authorized Officer

_____
(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: $15,000,000 Subordinate Lien Loan Agreement by and between the NMFA and the City of Las Cruces, New Mexico (the "Loan Agreement")

Loan No. DW-6674

Closing Date: November 14, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
Name Title or position

City of Las Cruces, hereby certify as follows:

1. The project described in the Subordinate Lien Loan Agreement (the "Project") was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan was $ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Subordinate Lien Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF LAS CRUCES, NEW MEXICO

By: _____

Its: _____

3098; Council Bill 26-006

City Council Action and Executive Summary

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

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6 ☐ N/A		
1st Reading:	September 15, 2025	**Adopted:**	October 6, 2025
Drafter:	Laura Holguin	**Department:**	Financial Services

Title: **AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND SUBORDINATE LIEN LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF LAS CRUCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $3,000,000, INCLUDING A LOAN IN THE AMOUNT OF $300,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REHABILITATION IMPROVEMENTS TO THE TWO MILLION GALLON TELSHOR TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE SUPER SUBORDINATE LIEN PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, WASTEWATER, AND GAS UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.**

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

PURPOSE(S) OF ACTION:

Authorize issuance of debt.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

A proposed resolution approved at the September 18,2023, City Council meeting authorized City staff to submit an application for financial assistance from New Mexico Finance Authority (NMFA) for improvements to the two (2) million-gallon Telshor tank project.

Approval of the Ordinance authorizes the execution and delivery of a loan agreement between the City and NMFA. The City will borrow no more than $300,000 with administrative fees to finance the improvements to the two (2) million-gallon Telshor tank project. The revenue pledged to finance the improvements to the two (2) million-gallon Telshor tank project comes from the net revenues of the Joint Utility System.

SUPPORT INFORMATION:

Exhibit "A" - WTB-6289 Loan Agreement

PLAN(S):

Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Ordinance and will allow the City to accept the loan from NMFA and proceed with the Telshor tank project.
2. Vote "No"; this will not approve the Ordinance and will not allow the City to accept the loan from NMFA and use this funding mechanism to finance the Telshor tank project.
3. Vote to "Amend"; this will delay the execution and delivery of the loan from NMFA and the Telshor tank project requiring Council direction.
4. Vote to "Table"; this will delay the financing opportunity, increase the project cost of the Telshor tank project, and require Council direction.

REFERENCE INFORMATION:

Resolution 24-029

ORDINANCE 3098; COUNCIL BILL 26-006

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND SUBORDINATE LIEN LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF LAS CRUCES (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $3,000,000, INCLUDING A LOAN IN THE AMOUNT OF $300,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REHABILITATION IMPROVEMENTS TO THE TWO MILLION GALLON TELSHOR TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE SUPER SUBORDINATE LIEN PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, WASTEWATER, AND GAS UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

The City Council is informed that:

WHEREAS, unless otherwise defined in Article I or elsewhere in this supplemental ordinance (the "Ordinance") or unless the context requires otherwise, capitalized terms in the following preambles have the same meanings assigned to such terms in Article I of Ordinance No. 1593, Council Bill 97-035 adopted by the City Council (the "Governing Body") on December 18, 1996, as amended by Ordinance No. 2750, Council Bill No. 15-031 adopted by the Council on April 8, 2015, Ordinance No. 2837, Council Bill No. 18-013 adopted by the Council on January 16, 2018, and Council Bill No. 26-006, Ordinance No. 3098 adopted by the Council on October 6, 2025 (collectively the "Master Ordinance"); and

WHEREAS, the Master Ordinance provides for the adoption of subsequent supplemental ordinances to authorize the issuance and sale of one or more series of System Bonds as well as the approval of specific terms and documents relating to the issuance and sale of System Bonds; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated home rule municipality under and pursuant to the laws of the State and more specifically, Article X, Section 6 of the State Constitution, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall be a special, limited obligation and shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, the Borrower/Grantee has created the System as provided in the Master Ordinance; and

WHEREAS, the Master Ordinance governs the issuance of System Bonds or similar obligations by the Borrower/Grantee payable from the Net System Revenues of the System; and

WHEREAS, the Master Ordinance authorizes the Borrower/Grantee to adopt Supplemental Ordinances authorizing the issuance of additional Subordinated Bonds payable from the Net System Revenues of the System such as this Super Subordinated Obligation; and

WHEREAS, this Council Bill No. 26-006; Ordinance No. 3098, is a Supplemental Ordinance authorized by the Master Ordinance for the purpose of entering into the Loan/Grant Agreement with the NMFA, which Loan/Grant Agreement constitutes a System Bond within the meaning of the Master Ordinance; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan/Grant Agreement and that it is in the best interest of the Borrower/Grantee and the public it serves that the Loan/Grant Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan/Grant Agreement with a lien thereon subordinate to the lien of the outstanding Parity Obligations and subordinate to the lien of all other Subordinate Obligations; and

WHEREAS, the Loan/Grant Agreement and other Super Subordinated Bonds shall be a category of Subordinated Bonds pursuant to Section 18.05 of the Master Ordinance with the payments due under the Loan/Grant Agreement having a lien on the Pledged Revenues subordinate to and payable after the Debt Service Requirements and funding of reserves for other outstanding Subordinated Bonds now outstanding or hereafter issued; and

WHEREAS, other than the having a lower payment priority provision within Section 18.05 of the Master Ordinance, Super Subordinated Bonds shall be treated as Subordinated Bonds for all purposes of the Master Ordinance including, but not limited to, the Rate Covenant and provisions related to the issuance of Additional System Bonds; and

WHEREAS, other than as described on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan/Grant Agreement is to be used for governmental purposes of the Borrower/Grantee; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

(I)

THAT

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Master Ordinance or the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including the Master Ordinance, this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $450,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro-Tem, City Manager, Director of Financial Services, Treasurer and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Las Cruces, New Mexico.

"City Charter" means the home rule charter of the Borrower/Grantee submitted to the Governing Body on January 7, 1985 and approved by the voters of the Borrower/Grantee on March 5, 1985, as amended and supplemented.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $2,700,000.

"Gross Revenues" has the meaning given to that term in Section 1.01 of the Master Ordinance and Article I of the Loan/Grant Agreement.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $300,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $3,000,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Master Ordinance" means Ordinance No. 1593, Council Bill 97- 035 adopted by the Governing Body on December 18, 1996, as amended by Ordinance No. 2750, Council Bill No. 15-031 adopted by the Council on April 8, 2015, Ordinance No. 2837, Council Bill No. 18- 013 adopted by the Council on January 16, 2018 and Ordinance No. 3098, Council Bill No. 26-006 adopted by the Council on October 6, 2025.

"Net System Revenues" or "Net Revenues" means the Gross Revenues of the System owned and operated by the Borrower/Grantee after deducting Operation and Maintenance Expenses of the System as defined in Section 1.01 of the Master Ordinance.

"NMAC" means the New Mexico Administrative Code.

"NMFA" means the New Mexico Finance Authority.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" has the meaning given to that term in Section 1.01 of the Master Ordinance and Article I of the Loan/Grant Agreement.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time, as a supplemental Ordinance under the Master Ordinance.

"Parity Bonds" has the meaning given to that term in Section 1.01 of the Master Ordinance and includes any such obligations shown on the Term Sheet which are designated as senior obligations on the Term Sheet.

"Pledged Revenues" means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"Subordinate Bonds" or "Subordinated Obligations" has the meaning given to that term in Section 1.01 of the Master Ordinance and includes those obligations set forth on the Term Sheet. "Super Subordinated Obligations" or "Super Subordinated Bonds" has the meaning given to that term in Section 1.01 of the Master Ordinance and includes the Loan/Grant Agreement.

"System" means the joint water, sanitary sewer and natural gas utility system operated as defined in Section 1.01 of the Master Ordinance, of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $2,700,000 and borrowing the Loan Amount of $300,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project. This Ordinance is a Supplemental

Ordinance authorized by the Master Ordinance for the purpose of entering into the Loan/Grant Agreement with the NMFA, and the Loan/Grant Agreement constitutes a System Bond within the meaning of the Master Ordinance.

Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $2,700,000 and the Loan shall be in the amount of $300,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security; Special, Limited Super Subordinate Obligation. The Loan Amount and Administrative Fee shall be solely secured by a super subordinate lien (but not an exclusive super subordinate lien) on the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement. The Loan/Grant Agreement, together with interest thereon and other obligations of the Borrower/Grantee thereunder, shall be a special, limited obligation of the Borrower/Grantee, payable solely from the Pledged Revenues as provided in this Ordinance, and the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee or the State, and the holders of the Loan/Grant Agreement may not look to any general or other fund of the Borrower/Grantee for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan/Grant Agreement, nor any other instruments, shall be construed as obligating the Borrower/Grantee (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the Borrower/Grantee or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan/Grant Agreement, or any other instrument impose any pecuniary liability upon the Borrower/Grantee or any charge upon its general credit or against its taxing power. The Loan/Grant Agreement shall never constitute an indebtedness of the Borrower/Grantee within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Borrower/Grantee or a charge against its general credit or taxing power. Nothing herein shall prevent the Borrower/Grantee from applying other funds of the Borrower/Grantee legally available therefor to payments required by the Loan/Grant Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of the Project.

Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the

Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the principal and interest on the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay the installments of principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement subordinate to the other Subordinated Bonds now outstanding or hereafter issued. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. The Loan/Grant Agreement shall be issued as a Super Subordinated Bond with a lien on the Pledged Revenues, but not an exclusive lien on the Pledged Revenues, subordinate to the lien thereon of the outstanding Parity Bonds and all other Subordinated Bonds. The Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the Borrower/Grantee grants a security interest therein, for the payment of the principal and interest and Administrative Fee due under the Loan/Grant Agreement, subject to the uses thereof permitted by and the priorities set forth in the Master Ordinance, this Ordinance and the Loan/Grant Agreement. The Loan/Grant Agreement constitutes an irrevocable super subordinate lien, but not necessarily an exclusive super subordinate lien, on the Pledged Revenues subordinate to the lien of the Parity Bonds and the other Subordinated Bonds on the Pledged Revenues. The payments due under the Loan/Grant Agreement shall have a lien on the Pledged Revenues subordinate to and shall be payable after the Debt Service Requirements and funding of reserves for the Parity Bonds and other outstanding Subordinated Bonds now outstanding or hereafter issued.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, this Ordinance may be amended, without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the City Clerk and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

CITY OF LAS CRUCES, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Council Bill No. 26-006 Ordinance No. 3098, duly adopted and approved by the City Council of City of Las Cruces on October 6, 2025. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 700 N. Main St., Las Cruces, New Mexico 88001.

The title of the Ordinance is:

CITY OF LAS CRUCES, NEW MEXICO
COUNCIL BILL NO. 26-006; ORDINANCENO. 3098

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND SUBORDINATE LIEN LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND THE CITY OF LAS CRUCES (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF $3,000,000, INCLUDING A LOAN IN THE AMOUNT OF $300,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING, CONSTRUCTING AND REHABILITATION IMPROVEMENTS TO THE TWO MILLION GALLON TELSHOR TANK, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE SUPER SUBORDINATE LIEN PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, WASTEWATER, AND GAS UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

(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"

$3,000,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

November 14, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF LAS CRUCES, NEW MEXICO,
as Borrower/Grantee.

EXHIBIT "A"

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated November 14, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF LAS CRUCES** in **DOÑA ANA COUNTY**, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated home rule municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has created the System as defined in the Master Ordinance; and

WHEREAS, the Master Ordinance governs the issuance of Bonds or similar obligations by the Borrower/Grantee payable from the Net Revenues of the System; and

WHEREAS, the Master Ordinance authorizes the Borrower/Grantee to adopt Supplemental Ordinances authorizing the issuance of System Bonds; and

WHEREAS, the Borrower/Grantee has adopted Council Bill No. 3098; Ordinance No. 26-006 as a Supplemental Ordinance to the Master Ordinance authorizing this Loan/Grant Agreement,

and this Loan Agreement constitutes a System Bond within the meaning of the Master Ordinance; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $300,000 from the Lender/Grantor and to accept a grant in the amount of $2,700,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 15, 2023 and January 23, 2024 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 30, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a super subordinate lien (but not an exclusive super subordinate lien) on the Pledged Revenues on a parity with the Super Subordinate Obligations and subordinate to the lien thereon of the Senior Obligations and Subordinated Obligations; and

WHEREAS, the plans and specifications for the Project will be approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in

the recitals and defined in this Article I or the Master Ordinance shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $450,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 15, 2023 and the New Mexico Water Trust Board Readiness Application dated January 23, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro-Tem, City Manager, Director of Financial Services, Treasurer and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water

Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Debt Service Requirements" has the meaning assigned to that term in the Master Ordinance.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $2,700,000.

"Gross Revenues" has the meaning assigned to that term in the Master Ordinance.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $300,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $3,000,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"Net Revenues" of "Net Revenues of the System" has the meaning assigned to that term in the Master Ordinance.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" has the meaning assigned to that term in the Master Ordinance.

"Ordinance" means the Borrower/Grantee's Ordinance No. 3098, adopted by the Governing Body on October 6, 2025, authorizing the acceptance of the Loan/Grant, approving this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" or "Parity Bonds" means the outstanding "Senior Obligations" set forth in the Term Sheet and referred to as "Parity Bonds" in the Master Ordinance, and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a senior lien (but not an exclusive senior lien) on the Pledged Revenues and issued with a lien on the Pledged Revenues senior to the lien on the Pledged Revenues of any Subordinate Obligations and Super Subordinate Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"Subordinate Obligations" means the outstanding "Subordinate Obligations" set forth in the Term Sheet, and any other obligations now outstanding or hereafter issued or incurred, payable from or secured by a subordinate lien (but not an exclusive subordinate lien) on the Pledged Revenues and issued with a lien on the Pledged Revenues subordinate to the lien on the Pledged Revenues of any Senior Obligations and senior to the lien on the Pledged Revenues of any Super Subordinate Obligations.

"Super Subordinate Obligations" means this Agreement, the outstanding Super Subordinate Obligations set forth in the Term Sheet and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a super subordinate lien (but not an exclusive super subordinate lien) on the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with Super Subordinate Obligations and subordinate to the lien on the Pledged Revenues of any Senior Obligations and Subordinate Obligations.

"System" means the joint water, sanitary sewer and natural gas utility system of the Borrower/Grantee defined in, created by and operated pursuant to the Master Ordinance.

"System Bonds" has the meaning assigned to that term in the Master Ordinance.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties

and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of

the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable super subordinate lien on the Pledged Revenues on a parity with the Super Subordinate Obligations and subordinate to the lien on the Pledged Revenues of the Senior Obligations and the Subordinate Obligations, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this

Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. Pursuant to Section 26.03 of the Master Ordinance, the Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding (i) the Gross Revenues shall be sufficient to provide for the payment of the Debt Service Requirements on all Outstanding System Bonds as and when the same become due and payable, to maintain the funds and accounts established in the Master Ordinance, to provide for the payment of expenses of administration, Operation and Maintenance Expenses of the System which may be necessary to preserve the same in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and (ii) the Pledged Revenues shall at least equal the greater of (a) 125% of the Debt Service Requirements of the outstanding Parity Bonds in such Fiscal year or (b) 115% of the Debt Service Requirements on the Parity Bonds Outstanding and the Subordinated Bonds Outstanding in such Fiscal Year, including this Agreement.

Failure by the Borrower/Grantee to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance, the Loan Ordinance or this Agreement so long as the Borrower/Grantee, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the Borrower/Grantee into compliance with the Rate Covenant set forth above. The Borrower/Grantee is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating

whether the Pledged Revenues for such Fiscal Year and for the next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above and shall by resolution make a determination with respect thereto. If the Borrower/Grantee determines that the Pledged Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The Borrower/Grantee shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative to establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the Borrower/Grantee may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project will be designed, constructed or located pursuant to the Project plans and specifications, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. Pursuant to Section 26.09 of the Master Ordinance, within one hundred eighty (180) days following the close of each Fiscal Year, the Borrower/Grantee will cause an audit of the books and accounts of the System to be made by an Independent Accountant and the audit to be made available for inspection by the NMFA upon the release of the audit by the New Mexico State Auditor. Each audit of the System shall comply with Governmental Accounting Standards Board. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. Pursuant to Section 26.06 of the Master Ordinance, the Borrower/Grantee will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area of the System.

(z) Records. Pursuant to Section 26.07 of the Master Ordinance, so long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the joint water, sanitary sewer and natural gas utility system; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Pursuant to Section 26.10 of the Master Ordinance, bills for water, sanitary sewer and natural gas services or facilities, or any combination, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, joint water, sanitary sewer and natural gas utility services shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Joint water, sanitary sewer and natural gas utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water, natural gas and sanitary sewer utility charges.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee shall notify NMFA of the approval by the Borrower/Grantee of the issuance of any Senior Obligations or Subordinate Obligations upon the Borrower/Grantee's approval of the issuance of such Senior Obligations or Subordinate Obligations. Posting of an Official Statement for such additional Senior Obligations or Subordinate Obligations or a material event notice on the Electronic Municipal Marketplace Access (EMMA) regarding the issuance of such Senior Obligations or Subordinate Obligations shall constitute compliance with notice of the approval of the issuance of additional Senior Obligations or Subordinate Obligations.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established

for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

EXHIBIT "A"

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Super Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other Senior Obligations and Subordinate Obligations and shall be on a parity with all Super Subordinate Obligations.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to the superior lien of any Senior Obligations and Subordinate Obligations, and in accordance with the priority of payment provisions set forth in Section 18.05 of the Master Ordinance, the Borrower/Grantee does hereby grant a super subordinate lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues on a parity with the Super Subordinate Obligations and subordinate to the Senior Obligations and Subordinate Obligations, to the extent required to pay the Loan Payments, and to pay the

Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided; (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the super subordinate lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the

account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the New Mexico Environment Department prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications**.** No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the

Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on December 31, 2025 and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing

Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in

accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to

become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a

written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Las Cruces
Attn.: City Financial Services Director and City Treasurer
700 N. Main St.
Las Cruces, New Mexico 88001

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 West San Mateo Road
Santa Fe, NM 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be

executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on April 23, 2024 and by the NMFA's Board of Directors on May 30, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:

CITY OF LAS CRUCES, NEW MEXICO

By_____
Eric Enriquez, Mayor

[SEAL]

ATTEST:

By_____
Christine Rivera, City Clerk

EXHIBIT "A"

TERM SHEET

$3,000,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF LAS CRUCES, NEW MEXICO

Project Description:	The Project is for storage, conveyance or delivery of water to end users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of designing, constructing and rehabilitation improvements to the two million gallon Teshlor Tank, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$2,700,000
Loan Amount:	$300,000
Pledged Revenues:	"Pledged Revenues" means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues (referred to as Parity Bonds in the Master Ordinance):	[Series 2014A,] Series 2014B, Series 2015, Series 2015A, Series 2016, Series 2017, PPRF-4222, Series 2020, Series 2020A, PPRF-5236
Outstanding Subordinate Obligations for Pledged Revenues:	Series 2018, Series 2020B, PPRF-5237, 2023 Clean Water State Revolving Fund Loan, 2024 DW-6255, [DW-6674]
Outstanding Super Subordinate Obligations for Pledged Revenues:	WPF-6289
Authorizing Legislation:	Borrower/Grantee Ordinance No. 3098, adopted October 6, 2025

Additional Funding Amount:	$450,000
Closing Date:	November 14, 2025
Project Account Amount:	$3,000,000
Expense Account Deposit:	$0.00
Administrative Fee:	0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $3,000,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Las Cruces, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6289 Closing Date: November 14, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Las Cruces **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6289 **Project Name**: Telshor Tank Rehabilitation **Project Type**: Design/Construction

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan 10% Grant 90% Match $450,000

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $3,000,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Las Cruces, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6289

Closing Date: November 14, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF LAS CRUCES, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Ordinance No. 25-063 adopted by the Borrower/Grantee on December 2, 2024

2. Ordinance No. 3098 adopted on October 6, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Las Cruces Sun-News*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate (to be executed prior to construction funding)

7. Pledged Revenue Certificate

8. Final Opinion of Counsel for the Borrower/Grantee

9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

10. NMFA Application and Project Approval (informational only)

City Council Action and Executive Summary

3099; Council Bill 26-007

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

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	October 6, 2025	**Adopted:**	October 20, 2025
Drafter:	Christine Rivera	**Department:**	City Manager's Office

Title:	**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SUBDIVISION XVI. - HISTORIC PRESERVATION COMMITTEE OF THE LAS CRUCES MUNICIPAL CODE (LCMC) TO REFLECT CHANGES FROM REALIZE LAS CRUCES (ORDINANCE NO. 3090).**

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

PURPOSE(S) OF ACTION:
To amend the municipal code.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Historic Preservation Commission (HPC) was originally established as a non-standard board through Ordinance 2093 on December 2, 2019. In February 2025, Ordinance 3090 was adopted, making significant updates to the land ordinance. One of these changes restructured the HPC as a committee to better reflect its role, as it is required in some instances to report to the Planning and Zoning Commission. Since a commission should not report to another commission, this change ensures compliance with state statute and will not impact future funding opportunities. This is only an administrative change and will not impact their duties.

SUPPORT INFORMATION:
Exhibit "A" - HPC Clean
Attachment "A" - HPC Redline

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

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the amendments to the municipal code.
2. Vote "No"; this will not approve the amendments and the municipal code will remain the same.
3. Vote to "Amend"; this will require direction to staff.
4. Vote to "Table"; this will delay the amendments to the municipal code and require direction to staff.

REFERENCE INFORMATION:

Ordinance No. 3090

ORDINANCE 3099; COUNCIL BILL 26-007

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, SUBDIVISION XVI. - HISTORIC PRESERVATION COMMITTEE OF THE LAS CRUCES MUNICIPAL CODE (LCMC) TO REFLECT CHANGES FROM REALIZE LAS CRUCES (ORDINANCE NO. 3090).

The City Council is informed that:

WHEREAS, the Historic Preservation Commission (HPC) was established via Ordinance No. 2093; and

WHEREAS, Ordinance 3090, also known as Realize Las Cruces, restructured the HPC to a committee; and

WHEREAS, Chapter 2 of the Las Cruces Municipal Code will align with the changes outlined in Realize Las Cruces.

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

(I)

THAT Chapter 2 of the Las Cruces Municipal Code will be updated 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

Exhibit “A”

Subdivision XVI. Historic Preservation Committee[1]

Sec. 2-576.15. Established.

There is established a historic preservation committee .

(Ord. No. 2903, § I(Exh. A), 12-2-19)

Sec. 2-576.16. Composition; qualifications; appointment and terms; residency of members.

(a) The historic preservation committee shall consist of seven members appointed by the mayor, with the advice and consent of the city council. The members may reside within the corporate limits of the city or in the extraterritorial zone.

(b) Members of the committee shall possess a background or interest in the fields of architecture, history, preservation law, architectural history, historic preservation, landscape architecture, archaeology, land-use planning, real estate, structural engineering, or related fields. Absent any of these professional backgrounds, a potential committee member may be eligible to serve due to residency within a historic district or as a member of a history-based organization.

(c) Members shall serve three-year staggered terms. Members shall be limited to two consecutive three-year terms, but shall become eligible for reappointment after a minimum of a one-year layoff from the commission.

(d) Unless otherwise noted above, the committee shall follow rules outlined in accordance with LCMC sections 2-186 through 2-190.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

Sec. 2-576.17. Organization.

The historic preservation committee shall elect a chair and a vice-chair, , each of whom shall serve for one calendar year.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

[1]Editor's note(s)—Ord. No. 2903, § I(Exh. A), adopted Dec. 2, 2019, set out provisions intended for use as subdiv. XVI, §§ 2-582—2-587. Inasmuch as there were already provisions so designated, the provisions have been included as subdiv. XVI, §§ 2-576.15—2-576.20, at the editor's discretion.

Sec. 2-576.18. Meetings.

The historic preservation committee shall hold regular meetings open to the public and conducted in accordance with the Open Meetings Act and Robert's Rules of Order, current edition, unless other formal rules of procedure have been approved by the city council. The historic preservation committee shall also hold public hearings, as necessary, and shall present findings of their meetings and hearing to the city council.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

Sec. 2-576.19. Voting.

A simple majority vote of a quorum of the historic preservation committee is required for approval on all historic preservation committee actions.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

Sec. 2-576.20. Duties.

The historic preservation committee shall evaluate and review the implementation of the city's historic preservation practices, including, but not limited to, reviewing and considering the effects on cultural properties significant on the local, state, and/or national level; review and recommend approval or denial of certificates of appropriateness; and request information from the historic preservation specialist with regard to on-going inventories or research, preservation planning practices, and the overall status of historic preservation efforts within the city. The historic preservation committee will also advise the city council and staff about other areas of policy and procedures as requested.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

PART II - MUNICIPAL CODE
Chapter 2 - ADMINISTRATION
ARTICLE IV. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 3. - NONSTANDARD BOARDS
Subdivision XVI. Historic Preservation Committee

Subdivision XVI. Historic Preservation Committee[1]

[1]Editor's note(s)—Ord. No. 2903, § I(Exh. A), adopted Dec. 2, 2019, set out provisions intended for use as subdiv. XVI, §§ 2-582—2-587. Inasmuch as there were already provisions so designated, the provisions have been included as subdiv. XVI, §§ 2-576.15—2-576.20, at the editor's discretion.

Sec. 2-576.15. Established.

There is established a historic preservation committee ~~commission~~.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

Sec. 2-576.16. Composition; qualifications; appointment and terms; residency of members.

(a) The historic preservation committee ~~commission~~ shall consist of seven members appointed by the mayor, with the advice and consent of the city council. The members may reside within the corporate limits of the city or in the extraterritorial zone.

(b) Members of the committee ~~commission~~ shall possess a background or interest in the fields of architecture, history, preservation law, architectural history, historic preservation, landscape architecture, archaeology, land-use planning, real estate, structural engineering, or related fields. Absent any of these professional backgrounds, a potential committee member ~~commissioner~~ may be eligible to serve due to residency within a historic district or as a member of a history-based organization.

(c) Members shall serve three-year staggered terms. Members shall be limited to two consecutive three-year terms, but shall become eligible for reappointment after a minimum of a one-year layoff from the commission.

(d) Unless otherwise noted above, the committee ~~commission~~ shall follow rules outlined in accordance with LCMC sections 2-186 through 2-190.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

Sec. 2-576.17. Organization.

The historic preservation committee ~~commission~~ shall elect a chair~~,~~ and a vice-chair, ~~and a secretary~~, each of whom shall serve for one calendar year.

(Ord. No. 2903, § I(Exh. A), 12-2-19)

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The historic preservation committee ~~commission~~ shall evaluate and review the implementation of the city's historic preservation practices, including, but not limited to, reviewing and considering the effects on cultural properties significant on the local, state, and/or national level; review and recommend approval or denial of certificates of appropriateness; and request information from the historic preservation specialist with regard to on-going inventories or research, preservation planning practices, and the overall status of historic preservation efforts within the city. The historic preservation committee will also advise the city council and staff about other areas of policy and procedures as requested.

(Ord. No. 2903, § I(Exh. A), 12-2-19)