CITY COUNCIL
AGENDA

Monday, January 5, 2026 at 1:00 PM
Council Chambers

Mayor
Eric Enriquez

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Michael Harris
Becky Corran
John Munoz

CITY OF LAS CRUCES

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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 Bencomo

1.2. Jobs of the Week.

1.3. Pets of the Week.

1.4. Presentation of Certificates of Appreciation/Proclamations - Councilor Bencomo

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

3. ORGANIZATIONAL CEREMONY

3.1. Selection of Mayor Pro Tem.

4. PUBLIC PARTICIPATION

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

6.1. Regular City Council Meeting of December 1, 2025. 4 - 28

City Council - Dec 01 2025 - Minutes - Pdf

6.2. Work Session of December 8, 2025. 29 - 40

Work Session - Dec 08 2025 - Minutes - Pdf

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

7.1. RESOLUTION NO. 26-080: A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR SWEEPER EQUIPMENT, PARTS, AND LABOR WITH TEXAN WASTE EQUIPMENT, INC. VIA BUYBOARD CONTRACT 775-25 FOR A POSSIBLE TERM THROUGH JUNE 30, 2028 IN AN AMOUNT NOT TO EXCEED $250,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-045). 41 - 103

Resolution No. 26-080 - Pdf

7.2. RESOLUTION NO. 26-081: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL SPENDING LIMIT FOR THE AGREEMENT WITH TURNER PUBLIC RELATIONS, LLC OF DENVER, COLORADO FOR PUBLIC RELATIONS SERVICES FOR VISIT LAS CRUCES TO AN AMOUNT NOT TO EXCEED $130,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-018). 104 - 129

Resolution No. 26-081 - Pdf

7.3. RESOLUTION NO. 26-082: A RESOLUTION APPROVING A WAIVER FROM 100% OF THE REQUIRED ROAD IMPROVEMENTS TO PECAN LANE ASSOCIATED WITH A PROPOSED SUBDIVISION KNOWN AS LUJAN TRACTS ON A 2.05 ACRE PARCEL LOCATED AT 6401 JEFFERSON LANE. 130 - 181

Resolution No. 26-082 - Pdf

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

8.1. **PUBLIC HEARING REQUIRED**. RESOLUTION NO. 26-083: A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE, NO. BLA-0000014270, WITH ON PREMISES CONSUMPTION ONLY TO LA HOT POT & BBQ, LLC., D/B/A LA HOT POT & BBQ LOCATED AT 840 S. TELSHOR BOULEVARD, LAS CRUCES, NM 88011. 182 - 200

Resolution No. 26-083 - Pdf

8.2. RESOLUTION NO. 26-084: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LAS CRUCES POLICE O-FFICERS ASSOCIATION IN ACCORDANCE WITH LAS CRUCES MUNICIPAL CODE, SECTION 15-14, SCOPE OF BARGAINNG. 201 - 250

Resolution No. 26-084 - Pdf

8.3. RESOLUTION NO. 26-085: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO 251 - 693

THE CITY'S ADOPTED FY2026 BUDGET AND AN AMENDMENT TO THE FY2026 VEHICLE ACQUISITION LIST.

Resolution No. 26-085 - Pdf

8.4. RESOLUTION NO. 26-086: A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM. 694 - 700

Resolution No. 26-086 - Pdf

8.5. RESOLUTION NO. 26-087: A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND NM VALENCIA, LLC, FOR AN IMPROVED NEIGHBORHOOD PUBLIC PARK CONSISTING OF 2.026 ACRES KNOWN AS TRACT A OF ARROYOS AT SETTLERS PASS PHASE 2 IN AN AMOUNT NOT TO EXCEED $533,000. 701 - 717

Resolution No. 26-087 - Pdf

9. BOARD APPOINTMENTS

10. NOTICE OF PROPOSED ORDINANCE(S)

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

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT

MINUTES
City Council
Monday, December 1, 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 PLEDGE OF ALLEGIANCE - COUNCILOR GRAHAM.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR GRAHAM

None.

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, 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 there is no safe level of lead in drinking

water. That is why the lead and galvanized pipes in Las Cruces need to be replaced in compliance with the Lead and Copper Rule. It is a critical responsibility for Las Cruces Utilities to protect public health and get the job done right. Unfortunately, more instances of falsification or rank incompetence keep coming to light. At the November 13th Utilities Board meeting an Assistant Utilities Director with a master's degree in accountancy presented pipe inspection numbers that don't add up. Handout 1 shows that differences between the numbers reported and the actual numbers attempt to make the department look better by claiming more service lines have been inspected than a closer examination of the numbers appears to reveal. The upshot is that we don't know how many inspections this city has actually carried out. How can we believe Las Cruces Utilities on any of the big issues when they fail to get the numbers right. This is a troubling pattern. On October 6th, I brought to your attention serious inconsistencies in the department's numbers regarding funding requests and a report to the state. Department staffers have demonstrated repeatedly that they don't appear to think the Lead and Copper Rule applies to them. It also appears that they don't think the rules of mathematics apply to them either. At a minimum they need to step up their game. Part of the problem may be muddled presentations by muddled staffers. EPA requires two evidence-based inspection techniques for each pipe and that pipe inspection methods be verified as accurate. The EPA guidance document requiring this was provided in Handout 1 at the August 4th meeting. This goes to the very heart of the job, discovering the extent to which Las Cruces has lead pipes so that they can be replaced. The Utilities Department recently made a dangerous and pathetic statement. According to Handout 2 the department doesn't have any inspections techniques other than just looking in the meter box. That is incredible because EPA guidance outlines a number of effective inspection techniques as at least one university also has. Various cities in the southwest use an array of inspection techniques additional to looking in the meter box. This helps them comply with the rule. If El Paso, Dallas, Lubbock, Houston, Amarillo, Oklahoma City and Tucson can use them surely Las Cruces can use them too. It is not rocket science. We citizens have been doing our civic duty by bringing to your attention problems over the past year. None of you can honestly claim now that you don't know about them. We citizens think that at long last it is time for you to pull your heads out of the sand and instruct the City Manager to direct the Utilities Department to remedy these numerous deficiencies. Direct him to hire third party engineering expertise so the job gets done right.

Liz Rodriguez-Johnson, Member of the Public said I am going to explain in detail a significant problem with Las Cruces Utilities characterizations of piping that it is using to avoid acknowledging that a lot of piping in the city could be lead. Rather than undertaking a good faith effort to comply with the Lead and Copper Rule, the city's inventory reveals several tricks being used to hide the probability of lead pipes. Today I will discuss the city's misuse of installation date after lead ban as the basis of material classification. A large problem is evident in Handout A, which contains inventory records captured before installation dates were disappeared from the inventory. This shows five properties with installation dates before 1986, 1965, 1972, 74, and 84. Each falsely says the piping is non-lead on installation date after the lead ban. Las Cruces Utilities says this piping is non-lead because it was installed after the lead ban in 1986, when clearly it wasn't. Each of these properties could well have lead pipes because they are all installed before the lead ban. Another way the city is

misusing the basis of installation date after lead ban is using it as a justification for saying a property's pipes are unknown. Handout B shows five properties who's piping the city says in unknown because of installation after the lead ban. This makes no sense if in fact the installation date is after 1986, why would that cause the piping material to be unknown. The city is using another similar ploy. Handout C shows five properties who's piping the city is calling unknown, unlikely to be lead. Again, using the basis installation date after the lead ban. This is even more dubious because it provides no justification for why it is unlikely lead. Why do they think that? Thus, installation date after lead ban is used by the city to justify characterizing pipes as non-lead or unknown or unknown unlikely lead. It is being used as a reason for calling pipes anyone of three different types. None is authoritative or believable. This is especially the case when we know many of Las Cruces Utilities characterizations of non-lead based on installation after the lead ban are false like the ones in Handout A. Furthermore, the classifications non-lead and unknown are mutually exclusive. They can't both be justified using the same basis. The upshot is the city's continued avoidance of acknowledging that piping is or could be lead. This violates the rule. Those who drink Las Cruces water deserve much better than this.

Lucas Herndon, Member of the Public said I am a resident of District 2. Last time I came prepared with something I wrote because I wanted to be sure and try to say everything I could in my three minutes. What resulted from that after I came and spoke about my concern with the Police Chief making a mass appeal to sort of get around the city's ordinance, not ordinance but policy of not working with the feds and him being able to utilize his platform to then have the federal government come in and arrest somebody that he wanted off the streets. That has sort of sparked a conversation in the community via news sources and stories and opinion pieces written and my face, my speech has been put forward by certain people attending this on their social media platforms, so I guess I just want to sort of take responsibility for starting that conversation and say that I stand by it. I still think that it is bad. I still think that an un-elected person who is an employee of this city who reports to you all and through certain state and federal statutes shouldn't have political power, went around those things by using his social media platform to make those appeals and have the federal government come in under those auspices. I don't think it is in the spirit of what we are asking our Chief of Police to do, which is to not work with the federal government. As I said in that time and just for the record I don't think as has been sort of levied at me that nothing should be done about certain people like in this case Mr. Garcia who had an extensive arrest record has been sort of slipping through the cracks over and over and over again of our "justice system", but the answer is not to just arrest him federally and sort of take it off our hands, the answer is to fix the cracks. So, as I think that we will hopefully be doing later in this session when it comes to talking about our legislative priorities, I hope that the city does back actual comprehensive changes to some of those systems and does continue to consider what it is we are asking of our employees of the city.

Zack, Member of the Public said I am in District 2 and I am here to address several interconnected issues that raise serious concerns about public trust, civil liberties and the exercise of police authority in our city. First, I want to highlight the recent decision by Police Chief Jeremy Story to use what amounts to Hobbs Act loophole to escalate a local arrest into a federal case. The Hobbs Act was enacted in 1946 to target

interstate robbery and extortion, not local disputes and its expanded use has been criticized across the political spectrum. A Brennan Center analysis and Subsequent GAO review found that the federal prosecution of traditionally local crimes increased more than 32% between 2001 and 2020, driven in part by overbroad interpretations of statutes like the Hobbs Act. This practice consistently underminds local oversight and research published through the National Institute of Justice shows that when local authorities bypass state systems public trust declines sharply particularly among communities already skeptical of law enforcement. This becomes even more troubling in the context of a broader pattern. Multiple incidents over the past few years have raised questions about Chief Story's willingness to jump to immediate and radical conclusions such as when he put armed snipers on the roof for a peaceful protest. While an apology was issued for that it is still indicative of a pattern and when we look at these issues together the use of force against people, peaceful demonstrators followed by a decision to federalize a local situation through a Hobbs Act workaround we see not isolated decisions but a pattern of preferred aggressive escalation over democratic local and state level solutions. If there are gaps in local or state level state law the appropriate path is collaboration with legislature and transparent public debate not seeking harsher outcomes through federal channels that remove cases from community oversight. The second major issue I would like to raise is the expansion of Flock license plate reader cameras. The data here is consistent. Flock shares information with over 2,000 law enforcement agencies and investigations by the ACLU and EFF around ICE are found that ICE accessed ALPR data from at least 30 jurisdictions, sometimes without the knowledge of the local departments providing the data. Even if our city does not intend to share data with federal immigration enforcement once it enters regional or statrewide data bases access becomes very difficult to control. Claims that Flock cameras reduce crime are mixed at best. Independent studies including those from the Polling Center show no statistical reduction in violent crime associated with ALPR use and property crime solving improvements average only 2 to 7%, often fading after the first year. Meanwhile communities, the color are scanned disproportionately.

Liz Bennett, Member of the Public said I am a licensed social worker speaking in a personal capacity. I had originally planned on speaking of the police killing of Phillip Mullin on October 9th. I wanted to remind our community of the logic and standard operating procedures of police including the Las Cruces Police Department is the reason that individuals experiencing untreated mental illness are sixteen times more likely to be murdered by police. I wanted to ask our community if we are okay with how that incident played out. I wanted to ask if we all agree that the actions of Phillip Mullin warranted the death penalty. I wanted to ask if for all of the effort we have invested in successful crisis intervention strategies like Project LIGHT, can we also acknowledge there is still significant work to do to decrease the likihood police will respond to mental health crisis with shouting and gun shots. I wanted to remind us all that violence, aggression, homicidal and suicidal ideation are all symptoms of untreated mental illness and that anyone of us might suffer from such a crisis in our lifetimes. I wanted to remind us that with the fall out of federal support for prevention programs many more will suffer from similar situations in the near future. That is what I wanted to talk about and then I read Heath Hausmann's article on Chief Story's recent cooperation with federal agents to detain another man deemed mentally incompetent. I then watched the chilling video update with Story flanked by Trump

Administration Officials including Pam Bondi appointee, Ryan Ellison, and learned that Neal Garcia who LCPD had previously advocated needed the treatment and to whom no treatment was given is now facing up to twenty years in federal prison for interference in commerce. In the video Ellison claims that the US Attorney's Office is open for business and is eager to detain others. I understand that our local judges are also implicated in failing to pursue legal treatment options but for Chief Story to respond by throwing this man away potentially for the rest of his life and creating a commercial inviting other law enforcement to do the same is a clear abuse of power and demonstration of values and alliances. At a time when the same federal officials are enacting the unlawful abduction, detention, and abuse of black and brown unhoused and mentally ill people his actions are deeply disturbing and unacceptable. In accordance with the stated values of the City of Las Cruces I would like to recommend that the LCPD explore hiring a social worker or two. As a community we are all accountable for how we respond to our toughest challenges and in these two instances the system collectively denied these men the real possibility of care. It is all of our failing and it is up to all of us to decide how we move forward.

Juan Garcia, Members of the Public said during the 17 November meeting one of our friends from the left had choice comments for the engagement of the feds locally. Police overreach, occupation, militarization of streets, restore local control, etcetera, etcetera, and my favorite, criminalization of poverty. Let's call it what it is. Criminalizing poverty is a smoke screen. The real political crime are politicians who keep people hooked on government handouts, starving them of real opportunities and calling it compassion while taxpayers' foot the bill. Like in New Mexico where nearly half of the state is on food stamps and what about the soft on crime crowd? They cower from passing laws with real teeth letting criminals roam free and terrorize anyone trying to play by the rules by parroting crime isn't so bad. Tell that to the victims like Patricia from the Shop on Main who numerous times pled for your help but endured until driven out of town by the relentless repeated attacks on her store and the lack of empathy from New Mexico "law makers". Maybe we need someone to be set on fire by a repeat offender, like in Chicago. Look at the latest local crime by "kids" where they plowed through a gun store inflicting thousands of dollars' worth of damage. But when the Police Chief highlights the problem and the lack of action by judges and politicos on repeat offenders our friends go into the attack mode. How dare the feds be allowed to come into our community and put that criminal behind bars. Political drama and accusations of overreach with the federal trial of a repeat offender with 108 arrests and fifteen of those felonies. But not a peep when a Hispanic was tried in federal court as he should have for posting a threatening voicemail against a city councilor. Perhaps the councilor is more important than the victims of the repeat offenders. Political hypocrisy at its worst and I continue. The decision to let health care providers walk away, leaving the most valuable without even basic care is a choice politicos have made politicians pick favorites and turn their backs on the people who need them most and then point fingers anywhere but themselves. People especially on the left love to drag Christians through the mud. Homophobes, nationalist, and all these other good things but no one seems to be eager to mention Islam, the fastest growing religion in the country. For all the noise about inclusivity, Islam's record on that front doesn't exactly scream open arms. Yet no one is concerned.

Linley Hornsby, Member of the Public said speaking on my own accord. I couldn't not show up for our community member that was killed by police. His name was Phillip Mullin. This happened last month, and it is my understanding it is not the first time we have had a community member killed by police. Not the second time either. It has happened multiple times over the years in our community and I just want to say that accepting this as business as usual is unacceptable. Police fear their own safety in some of these situations because police have been harmed by community members in the past and community members are defensive around police because our police force kills community members and seeing the body cam footage which was released it strikes me as someone who has de-escalation and crisis intervention training that weapons don't deescalate a person in which a person in crisis is carrying a weapon. It escalates the situation, and I would imagine that you all witness the same thing when you watch the footage. So, I just want to call us to collaborate more with crisis professionals. Understanding that we want everyone in the community to be safe and our police force doesn't get a privilege of being safer than folks in our community especially folks that have unaddressed mental health needs. I really want this conversation around collaborating with crisis professionals, you know Project LIGHT, the countywide Crisis Intervention Unit that we have now, I want to continue this discussion as our Police Chief attempting social media stardom is needlessly in sighting federal intervention in our community boasting his support of the trumped up charges of a community member previously deemed incompetent to stand trial. It feels like things are really getting out of hand and not in alignment with the welcoming city resolution in which we are protecting vulnerable community members from federal enforcement that is not necessary. That is violent, that is racist, that is targeting certain communities. We have that going on, right? We also have a Police Chief inviting the feds into our community and it is my understanding that the Police Chief answers to the City Manager. So, I just wanted to call that in.

Janet Madison, Member of the Public said I own the Estate Sale Discovery Store on Picacho Street. I have been there for seven years, and I would just like to say that I am 88 years old and I have worked there alone a great deal of the time, and I have never felt myself to be at risk. If we have ever needed the police, which I believe was only once in 8 years, they have responded immediately. I do see a definite need for mental health for the people there, but I have not felt that we were in a very dangerous position and that is one of the high crime areas of the city, but we have not had a serious problem, I just want you to know that.

Gabriela Castillo, Member of the Public said I am a NMSU social work student and I am here to urge the city to take action to bridge the gap between substance use, stable housing, and resource services in the city of Las Cruces. As an intern of a behavioral health clinic, I have worked closely with the substance use group and I have learned how social, economic, and environmental factors impact recovery. Many of the people I have met want to rebuild their lives but face barriers like unstable housing or unemployment that increase the risk of relapse. This issue is personal to me because I believe that every person deserves an equal chance at stability and recovery. New Mexico's rate of substance use disorder is higher than the national average, 23.6% of residents compared to 17.8% nationwide. Many individuals of substance use disorders go untreated and they struggle with homelessness. Mesilla Valley Community of Hope reported in 2022, 231 people were chronically homeless.

That number has since risen to 810. Research shows that more than one third of people experiencing homelessness also struggle from substance use disorder meaning this issue is interconnected. Unemployment is another barrier for people in recovery, especially those who have been incarcerated in the past. A statewide survey by Ideal Options found that among 900 New Mexicans entering treatment about 42% were unemployed. Here in Las Cruces the unemployment rate is about 4.8%, which is approximately 4,900 residents that are unemployed. Without steady work it is much harder to maintain stability and avoid relapse showing how addiction and economic insecurity are also connected. I am here today to ask the committee to consider allocating Opioid Settlement Fund toward expanding its supportive housing in Las Cruces. Supportive housing creates safety and security for victims affected by substance use and is the foundation for long term recovery. I also urge the creation of a city led coalition taskforce that coordinates housing, behavior health and workforce services. By bringing these resources together the city can close service gaps, support long-term recovery and is an easy and accessible hub for individuals who often struggle to navigate the system on their own. This proposal directly supports your program goal to strengthen the continuum of care of individuals transitioning between treatment and recovery. Including these proposals of upcoming RFP reviews would help rebuild the system of care and ensures that residents receive the support that they need to recover. With services we can reduce relapse and create stability and help residents in recovery and reintegrate into our community successfully. Thank you for your time and consideration in this important investment in Las Cruces' future.

Leslie Esparza, Member of the Public said I am a resident of Las Cruces and a bachelor student of social work at NMSU and also intern with Attendance for Success in the Las Cruces Public Schools. Through my practicum I met students everyday who struggle to attend school or access basic resources simply because of transportation barriers. Centennial High School's current lack of a nearby city bus stop makes this challenge even harder. Especially for those who already face barriers outside of school. This issue does not only affect traditional Centennial High School students at the campus it also houses students at Success Academy students also known as SSA in the 18 to 21 Bridge program, which is a program that supports young adults with developmental disabilities as they build life and job skills. Both programs rely heavily on public transportation. For many of them the city bus is not just helpful but is their only way to get to school or work or access essential services independently. Adding a bus stop in front of Centennial High School would ensure all students regardless of background or ability have a fair shot at success. It would help reduce absenteeism, improve safety by eliminating students walking along busy and dangerous roads and support students and families who depend on public transit to stay connected to our community. Today I respectively urge you to prioritize installing a city bus stop on Sonoma Ranch Boulevard right in front of Centennial High School. This small change can unlock big opportunities, advance equity, inclusion, and accessibility for students across Las Cruces.

George Pearson, Member of the Public said over the weekend there was some unfortunate news, two pedestrian fatalities in the community. One by a vehicle on the NMSU Campus apparently and one by train over by Main Street. We need to keep track of things like this and address and see if Vision Zero discussion can help address that. The train fatalities I know of two others that have happened over the

past years. Those essentially disappear because they didn't happen on roadways and don't get added to statistics anyplace. So, lives are still valuable, and we do need to move towards Vision Zero. I hope that we have a Safe Streets for All grant that is working its way through and should be started shortly, and this should be part of that discussion also.

Jennifer Kreie, Member of the Public said I am here to say thank you. We are at the end of 2025. I appreciate the support that has been given by the council to the Police Department, far from defunding them. They have given generously in terms of budget and special things like the Real Time Center. Thank you for the Animal Service Center which I visited for the first time and took home a pet last week. Thank you for the welcoming city resolution and most of all thank you for the pickleball courts which I know was in 2024 but as a tennis player I sleep much better now and thank you for your attention and care for the city. It is reflected in the community.

Jim Hoerst, Member of the Public said I want to talk about separation of powers and the US Constitution. I had the privilege of watching Ken Burns in the Revolution over the last week or so. I hope you get that privilege. Local law enforcement belongs in the hands of local elected officials. We elected the Sheriff for the County, we elect a County Council. They oversee the Police Department. That guarantees citizens a voice in our law enforcement. Our Police Chief has no authority to delegate law enforcement even for the most difficult individuals to the feds. If anyone can give up a citizen of this town to the feds it ought to be this council. Only elected officials should be able to do that. If we want to start electing the Police Chief that is one thing, but he is not elected. Only elected officials should be able to breach that boundary. He should not have the right to hand over a citizen of this community. If the feds have legal cause against them, let them come get them. But he has no right to hand them over. It's wrong. It is called a posse comitatus. I have a right to know that everybody in this community with a badge answers to this community. The feds can only come in at the direction of the feds. Not at the direction of a local constable. He is nothing but another policeman to the rest of us citizens.

4. READ CLOSED MEETING STATEMENT

4.1 READ DECEMBER 1, 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 or threatened litigation as it pertains to the Walnut Skate Park, which is closed pursuant to Section 10-15-1H(7).

2. To discuss the purchase, acquisition or disposal of real property or water rights by the public body, which is closed pursuant to Section 10-15-1H(8).

3. To discuss pending or threatened litigation as it pertains to subrogation claim number 2024AL0401, issued by State Farm Mutual Automobile Insurance Company, which is closed pursuant to Section 10-15-1H(7).

5. 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, Councilor Becky Corran, and Councilor Yvonne Flores

6. CITY COUNCIL MINUTES

6.1 WORK SESSION OF OCTOBER 27, 2025.

6.2 REGULAR CITY COUNCIL MEETING OF NOVEMBER 3, 2025.

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

7.1 RESOLUTION NO. 26-069: 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.

7.2 RESOLUTION NO. 26-070: A RESOLUTION AMENDING THE FY2026 -2031 CAPITAL IMPROVEMENTS PROGRAM.

7.3 RESOLUTION NO. 26-071: A RESOLUTION APPROVING A VACATION PLAT KNOWN AS THE SONOMA RANCH BOULEVARD RIGHT-OF-WAY VACATION PLAT FOR PORTIONS OF RIGHT-OF-WAY THAT ENCOMPASS APPROXIMATELY 1.750 ACRES AND LOCATED GENERALLY WEST AND EAST OF SONOMA RANCH BOULEVARD BETWEEN ENGLER ROAD AND ARROYO ROAD. SUBMITTED BY SIERRA NORTE DEVELOPMENT, INC.

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

8.1 RESOLUTION NO. 26-072: A RESOLUTION AMENDING THE BOUNDARY OF THE WEST PICACHO AND MOTEL BOULEVARD METROPOLITAN REDEVELOPMENT AREA TO DESIGNATE AN ADDITIONAL AREA FOR INCLUSION WITHIN THE MRA, MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE METROPOLITAN REDEVELOPMENT CODE.

Blairre Flores, Economic Development Coordinator gave the overhead presentation.

Rhonda Bell, Stantec continued the overhead presentation.

Blairre Flores continued the overhead presentation.

Councilor Graham said I don't have a question, just some clarification regarding the

Tashiro hub catalytic project. I have received some communication from community members regarding the zoning of that area and unless I am mistaken, I am saying what I think is true and tell me if I am correct or incorrect. That area is already zoned. The MRA is a completely different subject topic from zoning and seeking changing of that zoning would not be something we would do here today regardless is that correct?

Chris Faivre, Community Development Director said that is correct. It is already zoned. The MRA plan does not propose any changes to the existing zoning on that site.

Councilor Graham asked nor is that something that we would tackle today? That would be something completely different process?

Chris Faivre said that is correct.

Councilor Flores said on page 9 there was some improvements or some activity on Picacho which is also a federal highway but the funds for safety would be provided by the city. Why wouldn't the feds be contributing if it is a federal road as well?

Rhonda Bell asked do you mean why would the feds not be contributing to improvements?

Councilor Flores said if you go to page 9 and then, best path forward then the last dot there, work with New Mexico DOT to add City-funded safety upgrades. Why would it only be City-funded when it is also a federal highway? Do you know?

Rhonda Bell said I think it is because the enhancements, the upgrades that we want are entirely focused on things that are not really within the purview of the federal government.

Councilor Flores asked safety isn't within their purview?

Rhonda Bell said we had said that they would be City-funded because it was looking to bring the roadway up to city roadway standards as opposed to the standards set by the federal government or by NMDOT of the roadways they control.

Councilor Flores asked since it is in the city it would make sense as you say to use our standards but why would it preclude the feds or the state, especially the federal government from contributing? Why should the design be the determining factor? Can you look into it?

Rhonda Bell said we can look into it, yes.

Councilor Flores said we need money, wherever, and I think they would also have to a say so in liabilities.

Rhonda Bell said the other thing that we can look into is that there have been various sources that have already been identified in the implementation in part for those types of improvements. That is relative to pedestrian and cyclists, both experience in safety.

Councilor Flores said I would appreciate that because if it is federal and there is a possibility or maybe a probability of getting funds from the feds we would be in better shape. We can do, you know stretch our dollar.

Blairre Flores said just to add to that, in our meetings with NMDOT they currently do not have any plans for some of the amenities and upgrades that we feel would make the roadway safer and so again going back to not taking over ownership but the city supporting some of these safety upgrades that was the recommendation that somehow the city come up with the funding to make those safety improvements.

Councilor Flores asked so this wasn't run by the feds or the other?

Blairre Flores said the roadway is a federal highway.

Councilor Flores asked wouldn't they have a say so?

Blairre Flores said as of right now they don't have plans for that so we feel like the most progressive way is the city kind of back those upgrades through the MRA.

Councilor Flores said I don't know, I can't tell you what to do but I think it would be a good idea Mr. Ikani Taumoepeau, to have your people look into it. There is no harm in that, all they can say is no and we are at already no funds from them.

Councilor Bencomo said on this page actually where it says the median was added at local request. Does that mean local request by the city or local request by people who live or have businesses in the district or the area?

Blairre Flores said our understanding was it was the public's request at that time.

Councilor Bencomo said I will tell you that I have heard this before from staff and NMDOT. I will tell you that this is not what I hear from the public today. When this happened, this was a request but I will continue to speak about, frankly the annoyance of this median not only because I find it annoying but because I consistently hear from especially businesses in that area of how much that median has impacted the flow of their business and access to their businesses. I will just say that I have heard this before. I don't know where that comes from. DOT is saying, that is what they wanted before. It is not what people want now and so I will continue to advocate for us to work with them on changing at least that piece because I do think it will make a big difference for a lot of those local businesses. I did want to add just because I also have been getting some emails regarding the Tashiro corner. You know I think traffic is always a concern, something we should always be mindful of. Obviously, we just had a constituent here to talk about how dangerous New Mexico roads are in general for pedestrians and I think this is an issue in many places across the city and I would love the data on Tashiro/Valley. Though I will say that Tashiro is

now one of the best complete streets in the city and I think it is a model actually for what other local streets should look like. So, I do want to note that for the public who have concerns about the development that will go here which by the way is privately run development that is exciting and I know that is always a fear. If we develop at the traffic, I get it and I don't think we can let that hold us back from what could potentially be very exciting multi use development. So, I think maybe the fear is the kind of development that will go there. What I always want to fall back on is that while we can't tell the private industry what to put there, like someone said we should have an urgent care. Well, that is not really up to the city. What we can do is incentivize and create opportunities for business to grow and to flourish which that is the MRA. What happens after really is up to the private sector to sort of see and say what is needed there and so I just want to be able to create as much opportunity as possible and work with as many developers as possible who are interested in that area and I think that is exactly what the goal is with this MRA and I do just want to say that I think it is important for us not to compare West Picacho MRA to El Paseo/South Solano. They just have very different needs and require very different interventions, and I do feel like we are going on the right pathway here, especially with the three catalytic projects. I just wanted to say that because I understand that there is concerns and fear as there always is with big changes but I did just want to make those very tiny notes. Regarding the traffic situation I really do think though that I am hoping that what this MRA can additionally drive especially with the development at the corner of Tashiro is that I think it is deeply connected with McClure and Hoagland and the situation with traffic there. So, I do want staff to as we really invest in this MRA that to understand that the flow of traffic is intraconnected within this neighborhood and McClure is part of the MRA, right? It is a line and so I do just want to note that I think that should be potentially, we should in our minds make that the fourth unofficial catalytic project because the traffic situation on McClure is I think hugely problematic and should be addressed and Hoagland too.

Councilor Mattiace said I was just going to give you some experience from observations on Missouri. The medians sometimes create decreases in certain businesses. If you have busy businesses on each side of that median and then you get a tremendous amount of increase in U-turns so if traffic could just study Missouri, we have Napalitos and we have an accounting firm, we have a rehabilitation firm on Missouri I believe and Triviz and they have indicated to me that the median really just created a lot of U-turns and sometimes accidents. I don't have any accident count, but I think medians probably really need to be studied before they are implemented, especially by the Traffic Department.

George Pearson, Member of the Public said I wanted to address the comments of Councilor Flores about the funding. There are federal funds, the Highway Safety Improvement Funds that could be used. The state is mandated to spend 15% of those on pedestrian safety improvements because of our high pedestrian fatality rate in this state. We also had a presentation at the MPO Bicycle and Pedestrian Facilities Advisory Committee from somebody from NMDOT talking about road safety audits and those were specifically stated that they could also apply outside of NMDOT jurisdictions but especially that corridor seems like it would be a good candidate and so going through the MPO and contacting the appropriate state officials would be a good thing I think.

Liz Bennett, Member of the Public said I live near the area that is being discussed and I am not sure if this is part of the plan but it is observation I have definitely made along McClure particularly just east of the Henry Benavidez Center and playground, there is a pedestrian walkway that connects Valley to that recreation area but then the pedestrian walkway ends east of the playground and community center and there are often folks walking in the road and it seems like an ideal place to continue that pedestrian pathway to improve access to the community center, make a complete trail and also connect to the sort of reservoir pathway that exists. But there is that little chunk of space where it seems particularly hazardous and would make sense to connect it all there.

Lucas Herndon, Member of the Public said I just wanted to say this is all very exciting and as a long-time participant in the public discourse that happens here at city council, it does my heart good and hear these plans being done and specifically the Tashiro hub because I have been doing this long enough that I remember when we were here in front of the Zoning Commission and then the city council when that was trying to be rezoned for Walmart. The Walmart Neighborhood Store or whatever it is wanted to build on that intersection and we as a community we came together and we said you know what we have concerns about it and there was a lot of concerns about the traffic and the zoning and as a parent to an athlete who utilizes the facilities down there off of Tashiro and drives by that intersection a lot I am excited as a person who doesn't live in District 4 to have reasons to go down there and see what kinds of things are developed. There are plenty of Walmart's in town so as a person who doesn't live in that area I wouldn't go out of my way to go shop at a Walmart on that corner but for whatever local development does come down there hopefully I am excited to come and participate and so I just want to tie it all together. This is why we do what we do. This is why we have these meetings, why we have these public discourses and sometimes it takes a lot of time, but it is worth it because now 13, 14 years later here we are having a discussion on how to beautify and really bring this part of the community together and I am just about it. I am really excited, and I know that often times I come up and I have complaints and I have negative things to say, and this is a positive one and so hats off to everyone who has worked on this. Keep doing the good work, I know it takes a lot of it so thank you to everyone that has been doing it.

Jerry Silva, Member of the Public said thank you for taking the time to listen to each and everyone of us. I am excited about this development as well I do understand private, you don't know who is going to go there. I do have some questions for Rhonda as far as we the public would like to know and find out what kind of test analysis, and how it comes out because it really matters what goes there. Private as that gentleman mentioned Walmart. What I understand from many people is that they have been frothing at the mouth to be there. I would like to see a grocery store there as well. There is so many other grocery stores that can be there and I know just speaking to many other individuals that live in that area the last thing they want to see is Walmart there. So, my main concern is safety. I know you mentioned that the road looks good, developed very well. I don't think it is developed well enough to handle a Walmart. There is other stores that can go there and safety is the biggest thing. I will not go down that road and right now it is tough enough as it is. Parents that I have

talked to from the grocery store that I work at they are concerned about that. Not a lot of people are here, I understand but I want to thank you all again.

Yolanda Robles, Member of the Public said this is an exciting agenda we have and Camunez Park is one of the areas that you are looking at addressing in this issue. Camunez Park is just south of Parker Road. Parker Road which is on the westside of Valley. That part of town, that road on the west tends to be not in the field of the vision of anybody in the city when it comes to taking care of the roads there. Parker Road on the east side is always well maintained and taken care of but West Parker isn't and I am wondering if that will also be addressed in what you are doing here? Any idea? Camunez Park is right there. It is just south to Parker Road and in addition to that somebody mentioned it earlier, public transportation. We have public transportation in areas, and we have bus stops but in a city where we have basically 364 days of sunshine a year our bus stops have terrible, terrible protection from the sun. You drive by and you see people sitting there, I feel bad for them. I want to stop and give them an umbrella. There is a bus stop but there is absolutely no protection from the elements. So, do you have any idea about the West Parker Road side?

Celina Morales, Economic Development Deputy Director said we don't have an answer for you. We can research that for you as far as that specific road. There is a common trend going on right now. I just want to reiterate that it is very clear that we are going to need within this MRA some sort of traffic analysis, as well as pedestrian safety and other roadway improvements. The MRA is more of a high level plan but with that with money generated within the MRA we are able to take these issues to the MRA Committee which then will be able to fund things like a traffic plan, pedestrian safety, things like that which I think is a priority and something we will recommend to the council as well as to the committee as far as getting funding to be able to do the research and to have the data behind those decisions that are made. We don't have that right now. This MRA plan is not that. We are very well aware that we need it. It will be very much a priority for us as well as getting other community input. As we have projects and things that we want to focus on, there are going to be a lot of opportunities for public engagement, public input. This isn't it for all of the MRA. As we come across those things we will have opportunities to meet with people, also maybe even in Work Sessions to be able to dive deeper and get more specific into these issues within the MRA. So, we hear you, we hear everybody and that is something that we will definitely work on.

Mayor Enriquez said I would also say that the whole idea of the MRA is to lift up the areas that have been neglected over the years so that we can lift those up and help the community thrive in those areas. So having Camunez Park as one of the catalyst there is huge for the surrounding areas. Everything will be assessed and looked at and complement each other so that we continue to lift up the areas. So, I think it is a great opportunity to have Camunez Park revisited and revitalized and the surrounding area will also have that effect.

Yolanda Robles said this is a comment overall. I find it very interesting and frustrating at the same time that we tend to let neighborhoods and areas deteriorate and then years later we want to come back, and we want to revitalize them. While we let this

areas deteriorate, we are busy redeveloping new areas and we ignore part of our history in our city. This is just me and other people that I have spoken to. I think we as a community we are horrible about holding on to our heritage. We are willing to knock things down and build new things and then we look back and say let's rebuild, let's revitalize this area. I just think that is a shame. I think our city has a lot to offer and we don't see that as a community.

Councilor Flores said I just want to let you know that we do have a Historic Preservation. I wanted her to hear it. The Historic Preservation and they work specifically on preserving the beauty of our city, the history, you know it is absolutely wonderful. Go to our website and it is something that you can participate in and bring up parts of the city that or certain building structures, but everything moves slower than molasses on a cold day in January, like the Amador Hotel. It is not done but anyway we do have a very avid, outspoken group of people who really want to preserve a lot of the beauty that we have here.

Yolanda Robles said I appreciate you saying that and I agree with you and I have been involved with them and I have spoken to them, and I have spoken to them with regard to Ace Home. That is a historic site. It has got the plaque on the home, it's a historic rambles. It is overgrown with weeds. It looks like it has been an abandoned house, and they can't do anything about it as I was told.

Councilor Flores asked do you participate in their meetings? Do you attend the meetings?

Yolanda Robles said I don't attend all the meetings, no.

Councilor Flores said you are aware of the organization. They have a lot on their plate quite frankly but thank you for that and thank you for participating.

Councilor Bencomo said I just wanted to make sure that I clarified something for the public because there was a question about zoning and while that is not on this item there is a big zoning update on item 8.5, and I do think there are some changes that will impact this area just not related to the MRA.

Chris Faivre said let me clarify comments from before. There is a proposed zoning change for that area as part of the update to Realize not specific to the MRA plan and so what we are proposing for Realize is bringing that area into alignment with the other parcels which are all in NH-3 versus NH-2. This allows for higher density with housing which falls in line with what we are trying to do along that roadway so just to clarify from before.

Councilor Yvonne Flores moved, seconded by Councilor Johana Bencomo, to suspend the rules to listen item 8.1 and 8.2 concurrently.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores
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

Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to Approve Resolution No. 26-072.

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

8.2 RESOLUTION NO. 26-073: A RESOLUTION APPROVING THE WEST PICACHO AND MOTEL BOULEVARD METROPOLITAN REDEVELOPMENT AREA PLAN.

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-073.

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

8.3 RESOLUTION NO. 26-074: A RESOLUTION TO DECLARE EXTREME DROUGHT CONDITIONS WITHIN LAS CRUCES MUNICIPAL LIMITS AND TO RESTRICT THE USE OF FIREWORKS FOR 30 DAYS FROM ADOPTION.

Michael Landavazo, Fire Department Division Chief gave the overhead presentation.

Councilor Corran said I just sort of want to add to this data. The way that this is oriented it is really about lighting fire to our natural resources I think is the context for why we are allowed to issue these restrictions, but I will once again as ever remind folks that our municipal shelter receives about thirty animals per day around the fireworks time. At the worst at Fourth of July but also at the new year. That can go up to 50 or 60 dogs that end up without homes that go into our shelter which is not a great situation so I know that this is the maximum that you all can do and it is oriented not burning stuff down which is also bad but I urge folks to consider really strongly consider whether fireworks, do you want to be responsible for your neighbor's dog getting sent to the shelter and if not I urge you to please refrain from using fireworks in our fair city and there are a myriad of other reasons as why you should, not burning stuff down, not making hundreds of angry neighbors which trust me we all hear from the angry neighbors all the time but really those dogs. I have been to the shelter many times and I don't want to see more there so I just issue this brief public service announcement to please don't be part of the problem be part of the solution. Thank you for bringing a little bit of the solution our way.

Councilor Bencomo said thank you so much for bringing this forward. I hope we get in the pattern of doing this well obviously in the summer time and who knew they were so controversial, right? I don't want to say anything because I will end up on a billboard, Johanna hates fireworks. Which I do for many of the reasons stated here. I

am curious, I know right now a lot of the pop-up places that sell fireworks are selling Christmas trees so if this was to pass today is that the kind of outreach you will doing? What kind of engagement and outreach do you do for people who are selling fireworks?

DC Michael Landavazo said right now we only have one request for anybody to sell fireworks. We may get more as the holiday gets closer, but I believe we only have one right now. We generally see less vendors for New Years than we do Fourth of July but yes if they do set up a tent we will be involved in inspecting to make sure that they are safe and that they have that type of fireworks that are legal in our city.

Councilor Bencomo said thank you, I appreciate that. Obviously, you can go somewhere else, you can go to El Paso, you know we just really want you to respect. We really do just ask you to respect the environment and the dangers it can put our first responders and your fellow neighbors and their pets as well.

Councilor Mattiace asked what additional educational pieces are you going to put out about how severe the drought is? Will there be maybe a billboard maybe? Maybe something about the drought and some messages out there. I think maybe in our Utility bills. I think of people understand how dry it is, maybe they will be more cautious.

DC Michael Landavazo said we have done stuff like that in the past during Fourth of July. We have put that in the utility bills that you mentioned, and we have done billboards for the New Years because we don't have as much activity, I think it would be a good idea to do some education on our social media page. We can work with the Communications Department and get some stuff out about firework safety and also one of my members, Lt. Mark Aranda, recently did a YouTube video with Bridging the Badge with LCPD and they talked about holiday safety and stuff like that so if you could find that video and maybe share it. It was shared on our page last week but there is a lot of good stuff on there about holiday safety and fireworks and stuff.

Mayor Enriquez said you are absolutely right. The amount of use of fireworks in December 31st versus July 4th is no comparison but I would trade the fireworks for the firearms any time. So, you can let them light the fireworks if they need to. We need to get some public announcements out about firearms and not shooting them in the air or shooting them at other people during New Year's Eve. The other question I had was the County. Is the County doing the same thing?

DC Michael Landavazo said I am not sure. I can reach out to Fire Marshall Cody Haver and ask but I am not sure what they are doing.

Mayor Enriquez said it generally works a lot better when we are complimenting each other.

DC Michael Landavazo said at the Fourth of July Mesilla did not sell aerials for the first time in years, but I don't know if that helped with the decrease of illegal fireworks, but it was nice that at least us, the County and Mesilla were not selling the aerials.

Mayor Enriquez said it helps when the neighbors are doing the same thing so if you could look into it to support what the city is doing and thank you for doing it.

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to Approve Resolution No. 26-074.

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

8.4 RESOLUTION NO. 26-075: A RESOLUTION APPROVING RECOMMENDED PRIORITIES FOR THE 2026 NEW MEXICO LEGISLATIVE SESSION.

Christine Rivera, City Clerk gave the overhead presentation.

Councilor Becky Corran moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 26-075.

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

8.5 COUNCIL BILL NO. 26-010; ORDINANCE NO. 3102: AN ORDINANCE AMENDING CHAPTERS 34-38 OF THE LAS CRUCES MUNICIPAL CODE WITH THE CORRESPONDING ZONING MAP AS PRESENTED. (CASE NO. ZCA-25-01)

Sara Gonzales, Community Development Interim Deputy Director gave the overhead presentation.

Councilor Flores said I have a question regarding flooding. I think page 9. Flooding has always bothered me because of my district, there are a lot of homes right next to the flood zone. You can't control mother nature but my concern is that why would anybody allow a contractor to build a home adjacent to an arroyo? When the subject comes up everybody says you are talking about the 100-year flood. Well, when does that 100 years start ticking? I mean the city of Las Cruces has been here more than 100 years. Have we ever had a flood situation in a neighborhood and the only places I have seen where that potential or that danger could occur is in District 6. The updated flood zone documentation requirements, letter of map revision because there were and I think I shared this with you before and maybe some of my colleagues when I was running for city council I sat in on a meeting that the previous incumbent had, a community meeting at DACC and David Dollahon was there and I think you may have been there to Sara and there was a Mrs. White I believe sitting next to Ceil Levatino up in the front row and there was a flood and their house was right next to because I went and looked at it and all that and they were way and you think how can water rise that high? Well, it did and it flooded their house and because of that Mr. White, the fear and whatever died of a heart attack. So, my question is when you look at this

threat, do you stay away from arroyos now? How does that work with developers and whatever, home builders?

Sara Gonzales said a lot of the process and that is where we are seeing the same concerns. I think a lot of our process has moved towards when we are seeing master plans that are coming in that either have arroyos or flood control that are affected we are asking the applicant to already start working with FEMA. One it is going to help us raise the elevations of where these properties are. It is going to tell us where we would have to adjust or maybe the development where it comes in as far as if the arroyo is moving. The hardest part is when we first did Realize Las Cruces some of the comments were, let's add in 100 feet from the center line but the arroyo moves. You can't measure that anymore so you can't put a number on those things and so each development as it comes in has to find a way to say this is how far we need to be from this development at this point of time we were actually developing and that is why we use those resources through FEMA to use their maps to say okay, if we elevate this property this high, add two feet it is going to change what the development may be. Through the process we ask them to do this prior to submitting to us that way we already know that they are going to be making those changes, so it doesn't impact the developments that are coming in. This was something that we were doing at the end and we are now requesting it first because we see the same concerns that you have.

Chris Faivre, Community Development Director said if I can just make one more comment too. So, a lot of those concerns have been realized by developers over the years and what we are starting to see and I noticed this specifically with one of the rezones we did for one of Moscato's properties a few months ago. They are developing and not impacting the arroyos. They are leaving them to their natural flow so they are not trying to move that water to fit the development. So, we are seeing more of a trend to kind of leave them and develop in areas where they are not going to impact the flow of that arroyo. So, it is an issue that both the city and developers are aware of and we can kind work together to make sure we are mitigating that as we move forward.

Councilor Flores said I am speaking of District 6 because that is the one I am always there of course but we had an issue when Mr. Sedillo was still the Public Works Director. Again, my district where there was an issue with the arroyo being too close to the house and what Mr. Sedillo did is he took out his magic wand and took care of everything. They were very concerned and somehow it was taken care of but when that happened, that wasn't too long ago. That was just a few months ago. The other incident happened like about nine years ago. At least nine years ago maybe 10. I am really concerned about that because heaven forbid and then there is also south, its not my district anymore but it is District 3 but south of Lohman I have a friend that lives on one of those streets and there is an arroyo not very far from her house. When I first visited her, when I first went to her house I said aren't you afraid of the arroyo flooding your home? And she said no its way out there. I said we can walk that in about two minutes and the water would come up even faster than that. But at any rate I know that you are very conscientious, but I think I want to assure our people, our residents that they are taken care of.

Chris Faivre said one last thing I will add too it is that Community Development and Public Works we work closely together on these things and one of the things that we are looking at extensively is grant funding for flood mitigation and so we can long term move some of these areas out of flood zones to sort of address these problems in advance. So those are things that we are working with other departments to sort of mitigate.

Councilor Flores asked you take the people out of the flood zone or you take the flood possibility out it?

Chris Faivre said it would be flood mitigation to take those parcels, to take that land out of the flood zone.

Councilor Flores asked before building?

Chris Faivre said correct, or if it is already there to mitigate the flooding and to reduce the potential future flooding potential of those parcels.

Councilor McClure said I know we were going to do this awhile with Realize but there is a lot of error reference source not found in the packet under Chapter 34. They are just links, you just have to put them in there. Just to give you the heads up that nothing is bad.

Councilor Mattiace said you know where I was on the original vote and I wasn't trusting that there would be so many right and wrong amendments to the Realize Las Cruces, so I am really pleased to see on page 5 where you actually address height conformity to the existing neighborhood. You know that was one of my concerns and there is many other amendments that have made things better for me to swallow and I just want to appreciate your hard work on that, listening to I don't know if it was DRC or homeowners, but you have listened quite well. I know there will be more amendments coming. I know that is comforting for me to know. So, thank you very much for the amendments and the hard work on Realize Las Cruces.

Councilor Becki Graham moved, seconded by Councilor Johana Bencomo, to Approve Ordinance No. 3102.

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

9. BOARD APPOINTMENTS

9.1 CYNTHIA ENRIQUEZ

Councilor Becky Corran moved, seconded by Councilor Becki Graham, to appoint Cynthia Enriquez to the Utilities 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

10. NOTICE OF PROPOSED ORDINANCE(S)

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

10.1 COUNCIL BILL NO. 26-011; ORDINANCE NO. 3103: AN ORDINANCE ADDING CHAPTER 16, ARTICLE XII - SHORT TERM RENTALS TO THE LAS CRUCES MUNICIPAL CODE.

Council agreed to bring it forward.

10.2 COUNCIL BILL NO. 26-012; ORDINANCE NO. 3104: AN ORDINANCE AMENDING CHAPTER 16, ARTICLE XI OF THE LAS CRUCES MUNICIPAL CODE-LIMITING THE USE OF PLASTIC SINGLE-USE CARRYOUT BAGS IN CERTAIN RETAIL OPERATIONS.

Council agreed to bring it forward.

10.3 COUNCIL BILL NO. 26-013; ORDINANCE NO. 3105: AN ORDINANCE APPROVING A FIVE-YEAR LEASE AGREEMENT (WITH OPTIONS TO RENEW FOR UP TO FOUR ADDITIONAL FIVE-YEAR TERMS) BETWEEN THE CITY OF LAS CRUCES (CITY) AND THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) FOR THE OPERATION AND MANAGEMENT OF THE CITY-OWNED COMMUNITY OF HOPE CAMPUS LOCATED AT 999 WEST AMADOR AVENUE.

Council agreed to bring it forward.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

I want to address something, and this was already kind on my list that George Pearson had brought up that we discuss a little bit more of what Vision Zero looks like for Las Cruces. I think that the will is there, but I think the definitions are a little foggy. I asked about it not too long ago through a conversation about Safe Streets for All. That would wrap in a lot, but I think that when we think about funding sources versus setting the goal and being bold about that goal, we should do that. So maybe we need to have a little bit more discussion on what road safety looks like for different users and I had also been given the request of let’s do some of these road audits because the Metropolitan Planning Organization has that data and we have been sitting through lots of presentations where they say at five o’clock on a Tuesday is the worst day for Telshor and Lohman, what do we do with that data, specifically? They say go back to your organization and do a project. What does that mean? So here is where we need to talk a little bit about what that means concretely for us, and I would like to do that much like George said. I know there is desire for us to be bold about not losing more people on our streets.

11.2 COUNCILOR MATTIACE

My comment is on a more serious note. I would like some answers. I received an email about an overstatement in the budget. I would like to know the amount. I would like to know when it occurred, and I would like to know if the City Manager can explain it today. If the auditors have been notified. Just more detail on it. I have asked for details, and I have not received it and as a public service I feel it is my duty to get it out there and be transparent.

11.3 COUNCILOR CORRAN

I just want to give a quick shoutout of appreciation to Councilor Graham who already left for her leadership in the Animal Services Center of the Mesilla Valley Executive Director search. We did include community input, staff input and a lot of things and we did come up with a really great candidate. She is person who has a rescue background, who has been an ACO, who has also worked in sort of crisis animal rescue and with municipal shelters and the capacity so the candidate is really outstanding and I really appreciate everyone who participated in the process including the folks who lead that process and the staff for their input and the staff who have been carrying the weight in the absence of having an Executive Director. So more to come on that soon. I hope we can give her a warm welcome when she arrives to Las Cruces but I just wanted to express my gratitude to everyone who participated in that really great process that. We had a bunch of great candidates who came forward.

11.4 COUNCILOR FLORES

I wanted to just say that is has just been wonderful being on City Council these past eight years. I have one more meeting and then I am out of here. It is really interesting how everything has evolved. I remember back in 2016 or 2017, before I was on City Council the Community Schools issue was being discussed, being with the League of Women Voters, being an educator I became involved with that and now the Community Schools are thriving and they continue to grow and I thank Carol Brey for being at those meetings because the museums have been an integral part of children’s education. Thank you, Carol and your staff, for that and for being at our meetings. I think that of all the boards that I have served on that one has probably been the most not necessarily fruitful but the results have all been positive in terms of the attendance, in terms of the teachers that are so involved, the principals who are so involved and there are principals who actually, several I know of who if a child has not shown up after a day or two, maybe two days they will go to the home to find out why that child was not at school. So, attendance has gone up, and I think we all know from being in school that missing out, not being in class is a horrible feeling. The Community Schools have been wonderful, and we are very fortunate that we have the Superintendent. I think that he finally attended one meeting, after I told him, hey I haven’t seen you at our Community Schools Board meeting. Councilor Graham has served on that this past year or so. At any rate I think that of the many wonderful things the city does for our community in my book the best thing has been the Community Schools and all of you are welcome to attend our meetings. They vary because of calendars and all of that. It has been a pleasure serving this city. It has been a pleasure having the colleagues I have on this board and arrivederci, ciao.

11.5 COUNCILOR BENCOMO

The only thing I had on my list was one to ditto Councilor McClure on pedestrian safety. I do think that we need to revisit that conversation more seriously on Vision Zero and then secondly, I wanted to ask for a presentation for Municipal Court. I know there has been issues just regarding their location, beyond that I am curious about, we had implemented that case manager there for the SOS Program. I would love an update on how that is going, if its working? If they need support. What is going on in that Municipal Court in some of the interventions we have there and we would really love to hear from Judge Filosa.

11.6 MAYOR ENRIQUEZ

That is great. We often talked about a presentation and when you gathered enough data I think now is been a year since it was implemented but by the time the hiring and everything took place so I think he has accumulated enough data and research to provide a presentation. We will get with Christine on scheduling that for him. Maybe in January or something.

I just wanted to mention a couple of things. As the public comments took place a couple of individuals talked about homelessness, mental health and substance abuse and what are we doing about that? And what is going on? I am excited to say that we now have on staff through a grant the Public Health Coordinator and that survey evaluation on mental health and substance abuse and homelessness is going to be a coalition of stakeholders from the community coming together and they should have their first meeting coming up December 11th. So that is going to take place. I know Fire, Police, the hospitals, the schools, housing, a lot of internal departments and a lot of external and community members will be part of this so that we can get to what is the problem in our city and how can we start strategically coming up with better results to help our community and those individuals involved. So that is coming up so I wanted to address that. I know they come up and asked what is going on and that is what is going and that is what we are going to be doing.

I just want to give a shoutout to NMSU Theatre. Saturday night was their opening night for a Christmas Carol. So, it is the NMSU students with some community actors putting on the play. I think it is going to run for a couple of weeks there at NMSU. It is really neat. A good way to kick off the holiday spirit with such a classic tale of giving and hope. So, if you all get a chance to go out and support some of our student actors and some of the local communities by all means go and it’s a great show.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU

I appreciate Councilor Mattiace, I appreciate your comment. For those who don’t know Councilor Mattiace is bringing up a comment about an overstatement in budget which was discovered by our Finance Director and I appreciate our Finance Director as she has become comfortable in her position she has been able to with the budget team look into our coffers and see that there is misalignment in numbers and so what Councilor Mattiace is referring to an overstatement that affected our budget reserves. Essentially the most important thing Councilor Mattiace and to council that you have

received of correspondence a few weeks ago and to staff that the budget will be balanced by the end of this fiscal year. Over years, for the past few years our expenditures have been increasing, and our revenues haven't been climbing at the rate of our expenditures. So, we have had to grab and go deeper into our budget reserves. Essentially what we are doing with the overstatement that we requested unfortunately Councilor Mattiace as we may have shared with you and council that the officials numbers I am not able to make public at this time because we just barely sent that to our state auditor today and that typically comes before you and council in February and that happens annually after the state auditor has finalized those numbers after he gives his approval then we can publicly share those numbers and so but we can share some draft numbers with you offline as mentioned. But I just wanted to share with you that there is no deficit in this budget. We have the reserves, and we have an approach that our Finance Department is working thoroughly on that will get us to balance this budget. Just to take a few feet and back off and give us an Eagle's eye view for the public. We have a $180 million general fund. In addition to that we have about $30 in transfers that go out to our airport as an enterprise that pays their debt service that pays in transfers our road fund about $5 million at times. We have JU transfer, Joint Utilities, and then we also have other funding sources that all equals about $30 million and so we have a math problem at the end of the day that again as I shared we have an awesome finance team that is working to figure this out and the great thing about this is that the city has been very methodical and they have been very prudent and we have a fund balance that has been helping us through these past years and so we will be able to get through this year and of course we are making, we have an approach that we shared with you and staff that we are looking into personnel and really what we are doing is we are not hiring more personnel at this time, we are freezing. We are looking at other approaches as well to get control of this. To really understand what we are doing with this budget so that as we go into this budget year together with departments, we can work with you and council to ensure that we have a sustainable budget moving forward but the word of the day that I want to ensure that it is very clear that there isn't a deficit. This was an overstatement, but we have reserves that have been able to pay for these dips and these ebbs that we find in our budget years. I just want to make sure that is clear with you Councilor Mattiace and as always, I am happy to meet offline, and we can discuss it further.

We have Visit Las Cruces and its partners were nominated and made the finals in six categories at the New Mexico Hospitality Association Annual Top Hats Award which recognizes excellence in their industry. They won two categories, Best Print Campaign for Visit Las Cruces 2025 Visitors Guide and Friends of Organ Mountains Desert Peaks for Outstanding Event. Can we get a round of applause please to Rochelle and her fantastic team?

Mayor Enriquez said I also want to mention that Saturday is the Christmas Tree Lighting at the Plaza. I believe that is at 6 p.m.

13. ADJOURNMENT

13.1

Councilor Johana Bencomo moved, seconded by Councilor William Mattiace, to adjourn at 3:28 p.m.

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

Mayor

City Clerk

MINUTES
Work Session
Monday, December 8, 2025 @ 1:00 PM
City Council Chambers, City Hall

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

ABSENT:

1. PETS OF THE WEEK

1.1

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

2. AGENDA ITEM

2.1 OFFICE OF EMERGENCY MANAGEMENT.

Amanda Bowen, Emergency Manager gave the overhead presentation.

Councilor Graham said I just wanted to appreciate the presentation and all that you guys do. I know that you hope to never be seen in the community, I am glad that we can come in under non-catastrophic circumstances. I am so glad that you mentioned the coordination of the Family Assistance Center after the Young Park tragedy because if you didn't I was going to bring it up because I feel like that is such a good example of what you do in the community like you said you do a very technical job with a lot of acronyms and a lot of people and you're kind of okay but seeing you in action doing, coordinating everything from payments to victims to just bringing out dogs and trying to heal hearts was huge and I am on the record here saying that if you need me for future interview panels I am going to have a lot more free time coming up soon so I hope you will keep me in mind.

Councilor Corran said I just also want to you all an enormous appreciation for all of your work with the Family Resource Center. I think you also work behind the scenes

with the Animal Services Center and gave a lot of support with them and thinking about their emergency plan and the collaborative emergency response plan for animals, so I want to thank you very much. I did want to follow up on one specific thing that isn't actually for you, thank you. When we first came on board as city councilors, we went through a little bit of an orientation with Office of Emergency Management and that was great. I highly recommend new councilors also or new elected folks also go through that but one thing came up in that conversation that I never followed up on and I don't know if any of us ever followed up on and that was increasing the City Manager's ability to spend money in an emergency and historically the council had set that at $100,000 which may have been real money in the past but isn't actually real money in today's emergencies I think and so that was like three years ago and I had apparently in a hidden posted note in my brain that had been lost until you came here today. So, thank you for bringing it back because I don't think we have ever considered that. I don't think we have made that move to increase the authority of the City Manager in the case of an emergency to spend more money on behalf of the city of Las Cruces. I don't think it would be a very big policy lift but I would ask us to maybe consider following up on that if we can. Just seeing you reminded me that is a thing that we should do to make sure we are contributing meaningfully to this.

Councilor Flores asked do you remember the last time you were here or your organization was here?

Amanda Bowen said I believe it was a year and half ago when Steven presented. It has been a bit of time and I apologize for that. We have been shuffling people and things but we do hope if you will allow us to come back yearly to provide you with some more consistent updates.

Councilor Flores asked I was just wondering because there was a date that came up, 2011 in the beginning and what was that for?

Amanda Bowen said the AHEOP, the plan that I was discussing, the last substantial rewrite of that plan was done in 2011. We have done some minor tweaks to it to to keep our office compliant so that we can get grants and things like that. There was a signature revision in 2019 so that is the official date of the plan that is on file currently, but we knew that it needed more significant updates and it needed things like adopting ADA compliance issues. Those are really important, and we really didn't want to gloss over that by doing non-substantive updates to it so that is why we went with a full rewrite this time. That is what that date is referring to.

Councilor Flores said that is really good because then your funding isn't at all jeopardized.

Councilor Bencomo said I thought it was really funny that you said that the acronym was to condense the name but even the acronym is kind of long. I just continue to be really impressed by yourself and Joy especially in the aftermath of the Young Park shooting and so I just really wanted to thank you both for that and how quickly you moved. I am curious, if something you said during that day when we visited you at the

resource center you said you can plan and plan and plan and the only way to know if the plan works is if something happens and you never want something to happen right but that is just the way it goes. I am curious if you know in the last few months you have had time to debrief and if you have any lessons learned, certainly for yourself but anything that the city could have done differently or better? I think that is really important and maybe you have already shared that with you know like our Chiefs but if there is anything you could share with us today, I think that would be important and if not because I am putting you on the spot then if you could follow up. I think it is really important. Debriefs are just so important for learning and for doing things differently. Hopefully not a next time but certainly if a next time should occur.

Amanda Bowen said we did conduct an after action of the actual family assistance and resource center process. I believe that your team did an after action of other parts of the incident. Ours was specific to that as that was our scope and we had a lot of entities show up, a lot of participants show up and I think the biggest takeaway that I heard from the room was really the amazing way in which people stepped forward with a very little ask and how the preplanning made such a big difference to executing. There are always little tweaks and things that we feel could be done better. I think there are some improvements to the plan that have already taken place. The big takeaway was really in collaboration and really continuing to exercise that moving forward with our law enforcement and fire partners.

Councilor Bencomo said I think it is also important that we will have two new colleagues on the council in January, that they meet you all and go through some sort of introductory presentation.

Mayor Enriquez said thanks again with the Young Park incident but also for Ruidoso. When Ruidoso was hurting and flooding you all went and also were there and providing assistance and knowledge and experience but those kind of emergencies also create education. So, thanks, I am sure it would help with the plan and putting things together for our community in case something happens. So, thank you for your efforts and I just want to say thank you for the update on the new facility. You said it will be in May?

Amanda Bowen said yes.

Mayor Enriquez said as already been mentioned we will have two new councilors coming on, you can do the introduction and show them but I would hope that sometime in June, give it about six months, get established and then invite us over so that we can get tour of the new facility and how it works and another tutorial on the expectations and the role of councilors is always important.

Amanda Bowen said absolutely, if you give us a minute to talk, we will fill your ears as we have previously so we would love to collaborate to the fullest extent you invite us in.

Mayor Enriquez said as far as the funding and things, I do recall something like that took place back then Councilor Corran, but I think that is something that the City

Manager can get with the County Manager and yourself and see how we can work through that because it is a shared entity.

Amanda Bowen said I believe we have worked that out. We do have a new cooperative agreement that has been signed and so that is all in place. We really appreciate the willingness to work on that. Our team was working really hard to provide your team with a lot of back-up data and a standard reimbursement amount really made more sense and your team accommodated that so thank you very much. That should be in place now.

2.2 MIH/LIGHT PROGRAM UPDATE.

Matthew Hiles, Division Chief introduced the topic.

Wes Smith, Case Manager Fire Department gave the overhead presentation.

Councilor Flores asked on page 9 there was an 80% success rate reported, so what does it take to graduate and then the recidivism is also a factor here? So, 20% of those measured come back? The other 80% don't? Over a period of how much time was this data collected?

Wes Smith said the 80% graduated are folks who were referred, enrolled, and we administered at least one resource or one referral, maybe up to five. It really depends on the severity or acuity of the patient. So sometimes it is a very simple fix. Sometimes it is just navigating somebody to have their own wheelchair they can't afford. Sometimes it is getting Adult Protective Services involved. Sometimes it is navigating somebody through a skilled nursing facility and getting them inpatient rehabilitation. Sometimes it is really pulling multiple agencies to get somebody engaged to be successful independently. That 80% captures those folks that require some sort of interaction. The other 20% are typically refuse services, they are deceased, revoked or ineligible.

Councilor Flores said I can understand the deceased and refusals but the revocation and ineligible. What happens to them? And what are the actual numbers of those percentage points?

Wes Smith said I don't have the percentage points, I don't have the actuals.

Councilor Flores said in terms of the percentages it looks like it is very successful. You have no idea what happens to that 2.6%? What is the eligibility requirement?

Wes Smith said if there is no MIH need, this is a situation where perhaps by the time we do our needs assessment, that need is no longer applicable because they have reached, they have gone to a higher level of care if that might be an option or family came into town and they took over and they are able to meet the patient's needs.

Councilor Flores asked what about the revoked, are they referred to another entity?

Wes Smith said revoked is often for like safety concerns.

Councilor Flores asked if someone is violent or dangerous?

Wes Smith said yes, ma'am if we are not able to successfully intervene in a way that doesn't put our staff in danger.

Mayor Enriquez said again Wes, thank you and everyone, the whole team, but a special shoutout to Paul. Paul was there from day one, from the beginning and your continued efforts and work.

Terra Winters, Member of the Public said so you all know me, and you know that I don't cry and I am usually super vivacious but I am going to share my story. I am not here in my community non for profit role but as a citizen of this city. Over the last eight years I have been care giving for my parents. As an only child and living close by I knew this would be my role but I was not ready this early in my life while balancing children, work, and general life and just overall schedules. My mother has dealt with a dozen falls, a car accident, two knee surgeries, and has been in a wheelchair for four years. As caregiving took a toll on my father it was apparent that his health, his mental capacity, and PTSD as a Vietnam Veteran was turning a corner I could not assist with on a daily basis. As an active member of the non for profit community I feel really connected. I am so well connected that I know the resources and services that you provide here in the city of Las Cruces. It was through these resources and connections and outreach that my family was truly impacted by this team and so many others in the city and continue to be served. The medically integrated health team again helping my parents roughly four years ago after her physical altercation with my father and I. Several fall assist calls to 911 and many visits from Station 2. So Chief Daniels, thank you to your department at Station 2. I have gotten to know them very, very well. I needed support to keep them out of the ER on a regular basis and stop calling 911. Paul, Wes, and Mindy, and all of this team behind me assisted my parents and placed them on a regular MIH rotation. They assisted with check ins on my dad discussing on getting firearms out of the home, fall protocol, assisted in trying to get my dad to VA services, setting my parents up on Meals on Wheels, discussing set up of Vamos to assist in transportation, and if you ever need to talk about Vamos I probably won't cry as much but it is an amazing service and thank you for doing it for free for our community. But most importantly it was another set of eyes so I could keep my parents safe in their home. This has been invaluable for them and for me. Unfortunately, my father decided to take his own life in June. MIH, Vamos, and LCPD were all there to assist me in a situation that I was not prepared for but unfortunately knew may come. Even with discussions on getting firearms out, alerting Fire and PD of the potential danger and seeking additional mental health services the act still came to fruition. I want to personally thank LCPD and especially Officer Monsivias, for his care during that difficult day. I will tell you a funny story, Officer Monsivias is not very tall, and he met me at the door and he said I don't want you to have to see what just happened so I am going to walk with you. I thought that is so sweet because I can see over the top of you. But he held my hand and he helped me get through that situation and thank you to him. Days later MIH was there to help my mom get a Knox Box on her door, complete VA paperwork for survivor benefits and talk about how to

keep her at home. Paul and I talked for hours, Mindy and Wes for support of possibilities of assisted living facilities or keeping her safe at home. It is with their help that I have been able to do so for the past five months. I could not have done it without their guidance. I want every citizen, every single one of you and every family member in Las Cruces to know about these vital services provided by the City of Las Cruces. From MIH to the free ride services of Vamos to Meals on Wheels and the support that PD and Fire give to our community even on our blue sky days. I want the council and the Chief of Fire to understand the importance of MIH and its staff. These are amazing people that take on situations to reduce 911 calls, unneeded transport, ER visits for our residents and connecting families with resources they need. With support from their team including the importance of a social worker families can get through issues and reduce their needs for 911. I am in full support of this team and hope that in today's Work Session that you feel the same way. Thank you all so much and thanks for listening.

Wes Smith continued the overhead presentation.

Councilor Graham said I feel like any slide in this presentation is just clear justification for both celebrating this program and expanding it. But can you jump back to slide 18 for me please? I think this is just such a great overview of how well this program is doing but also how much more we can use it. So, you are responding to 58.2% of all mental health crisis calls in the 911 system with a goal of 90% but when we look at bullet point one average time on task of one hour and eighteen minutes per call and that is amazing because that is the time it takes to successfully engage with these patients but it also shows even when a LIGHT unit is available, they are with a patient they are going to be there for a while and if we are going to get that fourth bullet point up and I really appreciate you pointing up the progress that is being made we just need more of you and I am just pointing out since my time here is fast. Every time I say this you make it sound like your terminal or something, but no, just because my council term is about to be over, so it is not anything deeper than that. Again, I don't think I have to convince anyone on this dais or the folks who will be joining us in the future about how important this program is but I just wanted to call out this one in particular and again thank you all so much for all that you do.

Councilor Corran said I echo the fading Councilor Graham's gratitude and appreciation for this. Both the way that you have analyzed it, I appreciate the nerding out, so I see you using your data. So, I appreciate you all for that and for the essential work that you do in the community which is actually important to talk about but the data is the least important part of what you all do in terms of contributing to things. I am curious and sort of asking for you to speculate a little bit which I know no one ever likes to do when they are doing these presentations or talk a little bit about the horizon. You sort of alluded to some of the horizon, but I am curious if you have a sense of two different variables that I think really relates to your work. One is the frequency with which these calls are coming in, if that is trending in any direction and then secondarily the providers or lack there of that exist to do follow up on almost any version of both MIHs and LIGHT's work requires a very robust network of people to be sort of handing people off to and understanding how that works and I am curious if you can talk about, again this is speculative? I am not asking you to give a full epidemiological study although I would love that and support it. Just what is your

sense of both of those things in terms of how it relates to this work and the future of both MIH and LIGHT?

Wes Smith said we work with a lot of other agencies including HIDTA, DEA, PD obviously and we are around a lot of conversations with a lot of community stakeholders, like the LC3 Behavioral Collaborative. So, we are constantly being educated on trends not just number of like of frequency of calls but what are contributing factors that are going to lead to more calls? So, this may be a change in policy. This could be a change in administration. This could be a change in, there is a lot of things. There is nothing that we are really able to track on trend outside of basic volume statistics.

Councilor Corran asked part of the reason I ask this is because sometimes when people become more aware of something they end up calling more, right? So, if the trend is increasing numbers whatever the origin of that is or if fewer people are calling, right? So, I guess those are the kinds of things that I would be curious to know and you might not be able to say that but I think what you are getting at is that it is to complicated to make any speculative pronouncements about what I am asking?

Wes Smith said yes, maybe I have some ideas. Let me talk to my Chief and I will get back with you. As far as lack of providers, I do appreciate that you do appreciate that there is a paucity of providers in our community but a lot of what we do is not what you know it is who you know and that is why this community engagement and reaching out to folks kind of like sharing our experience with like mental health crisis and getting feedback from providers. We are learning all kinds of other different programs that may be appropriate for especially like youth. When Mindy and I were going through this research we were able to identify all different kinds of avenues and like strategies to get children connected with resources. It is who you know rather than what you know.

Councilor Corran said I guess the danger of knowing a lot of people is that you get better at your job and more people call you and there is more demand so just to speculate myself. I think you all are in danger of becoming both ever better at your jobs and ever more in demand so I sense that is on the horizon of the future of these programs which you have contributed today for better or worse. Thank you again for chatting. But I do hope you consider when it comes to things like collaborations if there are any ways that we can support those or if there are trends that are happening in the community because we have heard distally of things ending, right? Things in community resources that existed that are becoming fewer and fewer in number and even as these are all very downstream things. Even like the professionalism of social work and the ability to get your loans reimbursed. Those things affect every aspect of your job, right? So, as you have sensed trends that we can help offset or contribute to overcoming those humps or addressing things that you all are affecting I hope you will let us know what you need as ever, please.

Councilor Bencomo said I wanted to circle back to something you said in the MIH presentation about transportation, not having a social services department yet our bus drivers being incredibly attuned to their customers. I thought that was really beautiful

and really glad you put that into your presentation because again the data, that is very important. That is how we should be creating policy and programing and funding and there is something things that the data doesn't capture and I just really wanted to express my gratitude for that because I think that there are little miracles and magic happening all over the city all of the time and we keep hearing that from our bus drivers so thank you for noting that. These two presentations for me just continue to affirm just the belief that we should always be pairing the right first responder to the right emergency and you know these two programs are the epitome of that, right? You know for a long time I also have heard that we should not have a co-response model for LIGHT through the 911 system. That is some of the models across the country. I used to believe that too until I went on a ride along and got to sit and talk with the folks that are doing the actual work and who have said I don't know if that is necessarily something we have needed. We have seen a lot of really positive things being out of the 911 program like for example the social workers on the LIGHT team have seen a police officer like regulate themselves in the middle of a scene and again things that the data doesn't capture and I think it is so important for all of us up here to just continue to be in conversation with all of you here for sure but just directly come to you all for information about how we can support the programing and not make demands that perhaps isn't what you want to see. I just want to note that because I think it is incredibly important. When you talked about 988, I am curious what kind of and maybe this is in the future or you are already working on in but what kind of data are you getting from MVRDA and from that 988, because I am still curious of what you said in terms of the escalation? 988 calls can be escalated to 911. I am curious and you said that has only happened six times in the last year? That is truly interesting to me, right? Maybe that is a good thing I am hoping and I would be more curious to learn about that. That might not be from you, I guess that might be from MRVDA next time we see them as well. I do think that is really important.

Wes Smith said I can get you in contact with the 988 folks that we work with and they are a great resource.

Councilor Bencomo said that would be great. Then on page 16, just so that I am clear you talked about cancelled? For example, you arrived to the scene with LCPD 100% of the time and you are saying these are the times you said LCPD you can go and LCPD was like yup? Okay, same thing with Fire I imagine, ambulance or the entire apparatus has shown up? And you have said nope, everything this good. Same thing with AMR or ambulance service that they showed up and then you cancelled it?

Wes Smith said sometimes even AMR will be cancelled on route. Fire can be cancelled on route. Typically PD as always establishes scene security.

Councilor Bencomo asked I am curious how Public Works and an update to the building where we are in terms of if we have full funding and I would love an update on what is next?

Jimmy Moreno, Public Works Interim Assistant Director said we are approximately 90% on the design for the building. Also, the plans are currently in review with SHPO. Since the old Fire Station 3 is greater than 50 years and because we have a HUD

grant, we have to go through that process and so we are hoping to get some resolution on that by the first quarter in 26, but the design is going well. We are almost completed with that and we will move forward accordingly.

Councilor Bencomo asked you are connecting with the LIGHT and MIH team for their needs and making this?

Jimmy Moreno said that is correct. Our team coordinates with them. Our user departments make sure that all of their needs are met in the design and construction.

Mayor Enriquez said a lot of exciting news. There is a lot of growth and I share that with Councilor Corran as you become more known and the great work that you do you become more in demand and then it is true but the beauty of all this is that this started with 911 calls so we can always call 911 and still get the Fire Department and Police Department out there for their needs but thank you for all your work we really appreciate the presentation and the update.

2.3 LEGISLATIVE POLICIES.

Christine Rivera, City Clerk introduced the topic.

Andy Hume, Airport Director gave the overhead presentation.

Natalie Green, Housing and Nieghborhood Revitalization Administrator continued the overhead presentation.

Jeremy Story, Police Chief continued the overhead presentation.

Carol Brey, Quality of Life Director continued the overhead presentation.

Councilor Graham said just for people listening or perhaps like me who are, didn’t we just do this last week? So, I feel like some explanation would be helpful and Natalie actually, Christine you are always amazing, and anyone can field this but Natalie actually used some vocabulary when you said the Governor is putting it on the call. So, I don’t know if anyone would like to explain, yes this is a thirty-day session budget only session however the Governor has powers.

Christine Rivera said you are correct. The Governor can bring certain policies forward. I know the public safety ones are big on her list. Again of course there is no guarantee that they will be passed but she does have that prerogative to bring certain ones forward and public safety is one of her big ones.

Councilor Graham said great, just kind of pointing out that this is an evolving situation. As Natalie also mentioned, things are changing as we speak, and we are also starting to see the hints. There is additional, been made aware of some potential gun safety legislation emerging from some legislators in Albuquerque looking at gun dealerships. I am going to share that with you Christine so that you can share with the larger council but just to say this was not like a ball drop from last week. Just that this is constantly emerging and is largely tied to powers vested in the Governor themselves.

Christine Rivera said correct, I just want to mention to you that we won't see a lot of these policies until January when they first drop so, we don't even know what they are really going to look like at this point.

Councilor Bencomo said thank you for the staff for coming back a week after we had this conversation about legislative priorities at last week's regular meeting where we voted on this. I think it is important that we have this conversation because even though we really are trying to move away from endorsing any one particular piece of legislation given the feedback and advice we have gotten from Larry who literally does this for a living, right, in terms of how one piece of legislation can look a certain way the first day of session and completely different by the thirty days so we are trying to do more umbrella type of sort of advocacy or support if you will like housing, public safety, and especially because the thirty day is even more volatile but certainly volatile than the sixty day. So, I do think that it is important that we are having this conversation. I think for me what felt really concerning last week was that we voted on this big sort of item on legislative priorities and what I saw on social media after Chief Story had a meeting with a citizen group specifically about his own legislative priorities and to me that felt and I have expressed my concern to both Chief and Ikani about this but wanted to name it publicly because that is the work we do and I think it is important that we are aligned as a city, that we are on the same page and even when we are not that we are able to have public conversations about some of these things. I think for me what I perhaps it wasn't intentional but the impact it had of that decision was that the city council does not support Chief Story and public safety policies and to me that feels in this moment in time detrimental to the kind of trust that we are trying to build with our community. To the kind of important work that we are trying to move forward in our community and I know especially when it comes to public safety I feel like there continues to be a rift between council and LCPD and I hope that is not true and I hope that is just what I am sort of looking from the inside out and as we see collaboration with the Trump Administration, even though the majority of us on council is really trying to push back on that even if it is immigration. Quite frankly it is a lot of things because Trump Administration has really set a tone that has said, we are going to be high on cruelty and low on competence when it comes to navigating issues on immigration, issues of homelessness, and I just want us to better navigate these public conversations together because that is how we are going to get important work done and I just felt very discouraged by that last week and certainly hope that in the future we can just plan better especially because I think for Larry. Larry doesn't work for one particular staff member, right? Larry works for the city and I want to understand when someone asks me about some of these priorities, I want to be able to feel like I know what I am talking about because I should, that is my job. I want to note that. You can respond if you wish. You don't have to. I just think it is important that there is going to be criticism no matter what. Whether we as electeds or as members of the city are fueling to that or not really is a question here and I would prefer for us not to be and to show a better more united front especially when it comes to issues that are most challenging and facing our city. Whether staff goes through you Christine, I would just like to request as soon as we know what is on the Governors call for staff to be able to tell you and then tell us just so that we are updated as we head into our advocacy day.

Christine Rivera said I will be working very closely with Larry. He is already on it. He will be starting to review the bills as they drop in January and then reporting back to me on which ones will fit into our priorities, and I will be reporting that to everyone.

Ikani Taumoepeau, City Manager said thank you so much Mayor Pro Tem for speaking to what I definitely want to be transparent. This isn't on any of the staff as you and Councilor Graham and all of City Council are very aware of this came before you as legislative priorities and policies and this wasn't on there. Typically, what we do is when this comes before council, we do our best to get them collectively. To get the policies and our CIP together on this same agenda item and it did not happen, and I will take that as a City Manager. This is not anything that any of the staff today planned or intentionally, but this is something that we typically do historically. That one is on me. It wasn't intentional by any of the staff here today, but I appreciate you bringing this forward and this is something moving forward that we will bring together as one agenda item as you mention to show a united front on this. It is very important as you mentioned. It is not something that I did on purpose, but I appreciate you bringing this forward because I know you want to make sure that it is transparent for everyone watching as well and we appreciate the grace that council has had on this topic on these various policies and we appreciate you bringing forward to the public.

Mayor Enriquez said I just want to say that we understand that it is a thirty-day session and it is mostly financial, and these are some of the things that the Governor could call so we want to make sure that we are aligned with that. We just witnessed a presentation earlier on the Mobile Integrated Health Program and the success and that all started with repeated individuals, repeat offenders of utilizing the 911 system so we had to be proactive in order to make a difference in our community and I believe that what Chief Story is presenting with the repeat offenders is in line with being proactive instead of reactive and we have to be ready when the Governor calls to be able to discuss and to say a Mayor and council from Las Cruces we support this because we want to see a difference made just like we saw with the MIH and with housing the same way and Carol thank you for brining that up with the GO Bond, it is important that we are in the forefront of it and being able to take advantage of those. The question I had for Andy was that I totally agree with creating services for our residents and opportunities for our businesses, but do you have any numbers since 2023? Or what is the demand for these type of flights?

Andy Hume said we have been tracking our ridership and what are called load factors. I don't have the numbers with me, but I have them available and can send them to you this afternoon.

3. ADJOURNMENT

3.1

Councilor Yvonne Flores moved, seconded by Councilor Johana Bencomo, to adjourn at 2:42 p.m.

RESULT:	**Carried**
MOVER:	Councilor Yvonne Flores

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

Mayor

City Clerk

26-080

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:**	January 5, 2026
Drafter:	Enedelia Vitolas	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR SWEEPER EQUIPMENT, PARTS, AND LABOR WITH TEXAN WASTE EQUIPMENT, INC. VIA BUYBOARD CONTRACT 775-25 FOR A POSSIBLE TERM THROUGH JUNE 30, 2028 IN AN AMOUNT NOT TO EXCEED $250,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-045).**

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 street sweeper equipment. Fleet currently purchases sweeper equipment, parts, and services for these units from Texan Waste Equipment, Inc. of Houston, 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.

Texan Waste Equipment, Inc. provides reduced pricing based on BuyBoard contract no. 775-25, for a possible term through June 30, 2028. Fleet estimates yearly purchases will exceed the $100,000 threshold which requires City Council approval and is requesting authorization to contract with Texan Waste Equipment, Inc., in an amount not to exceed $250,000 plus applicable taxes annually, subject to annual renewals and approved budget appropriations.

SUPPORT INFORMATION:

25-26-045_Exhibit "A" Sweeper_Parts_And_Services

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

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

Funding Source(s):
Various

Overall Budget Impact:
Parts are to be purchased on an as-needed basis. Yearly spending may vary but is not anticipated to exceed $250,000.

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 sweeper equipment, parts, and services with Texan Waste Equipment, Inc., of Houston, Texas in an amount not to exceed of $250,000 plus applicable taxes annually, subject to annual renewal and 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 sweeper equipment, parts, and services, which could negatively impact City operations.

RESOLUTION 26-080

A RESOLUTION AUTHORIZING AN EXISTING CONTRACT PURCHASE AGREEMENT FOR SWEEPER EQUIPMENT, PARTS, AND LABOR WITH TEXAN WASTE EQUIPMENT, INC. VIA BUYBOARD CONTRACT 775-25 FOR A POSSIBLE TERM THROUGH JUNE 30, 2028 IN AN AMOUNT NOT TO EXCEED $250,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 25-26-045).

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Fleet Services program (Fleet) is responsible for the maintenance and repair of City-owned street sweeper equipment; 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 efficient and cost-effective procurement of goods and services to meet the City's operational needs; and

WHEREAS, Texan Waste Equipment, Inc. of Houston, Texas provides reduced pricing based on BuyBoard contract no. 775-25; and

WHEREAS, the City's Fleet program is requesting authorization to enter into an existing contract purchase agreement utilizing BuyBoard contract no. 775-25 as outlined in Exhibit "A."

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

(I)

THAT the Resolution authorizing an existing contract purchase agreement for sweeper equipment, parts, and labor with Texan Waste Equipment, Inc. of Houston, Texas via BuyBoard contract no. 775-25 for a possible term through June 30, 2028, in an amount not to exceed $250,000 plus applicable taxes annually, subject to annual renewals and approved budget appropriations, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

CITY OF LAS CRUCES

25-26-045
Sweeper Equipment
Parts and Services

EXISTING CONTRACT PURCHASE AGREEMENT

BUYBOARD
CONTRACT NO. 775-25

SWEEPER EQUIPMENT PARTS AND SERVICES

Pursuant to terms and conditions of Buyboard Contract No. 775-25, ITB No. 775-25 dated July 1, 2025, between Buyboard and Texan Waste Equipment 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 Buyboard ITB No. 775-25, 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 Buyboard Contract No. 775-25.

4. In consideration for the satisfactory delivery of products / services, the CONTRACTOR shall be compensated pursuant to the cost terms of Buyboard Contract No. 775-25. 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.

TEXAN WASTE EQUIPMENT INC

BY: _____
Jeffery Davis
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for 10/15/2025
City Attorney

Attachment A

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

Cody Garefalos
Texan Waste Equipment Inc.
5900 Wheeler St
Houston, Tx 77023

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 775-25, Airport Runway Equipment, Products, and Related Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 20205, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 775-25 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,



Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

Cody Garefalos
Texan Waste Equipment Inc.
5900 Wheeler St
Houston, Tx 77023

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 775-25, Airport Runway Equipment, Products, and Related Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of July 1, 20205, through June 30, 2026, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 775-25 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,



Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

v.01.03.2025

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Airport Runway Equipment, Products, and Related Services	**Proposal Due Date/Opening Date and Time** February 6, 2025, at 4:00 PM
Proposal Invitation Number 775-25	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term July 1, 2025, through June 30, 2026, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** April 2025

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Texan Waste Equipment Inc. DBA Heil of Texas
Name of Proposing Company

2/19/2025
Date

5900 Wheeler St
Street Address

Signature of Authorized Company Official

Houston Tx 77023
City, State, Zip

Cody Garefalos
Printed Name of Authorized Company Official

713-923-7600
Telephone Number of Authorized Company Official

Vice President of Operations
Position or Title of Authorized Company Official

713-923-5522
Fax Number of Authorized Company Official

76-0681266
Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

P.O. Box 400, Austin, Texas 78767
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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

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800.695.2919 • bids@buyboard.com • buyboard.com

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

Initial:

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations.

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Occasionally needs to be transported Via Flatbed rather than driven

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO,** I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES,** I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:**

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Texan Waste Equipment Inc. DBA Heil of Texas

Company Name

Signature of Authorized Company Official

Cody Garefalos Vice President of Operations

Printed Name and Title

02/19/2025

Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

_____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0681266
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* Heil of Texas

_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

TEXAN WASTE EQUIPMENT INC.

2 Business name/disregarded entity name, if different from above.

HEIL OF TEXAS

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

5900 WHEELER ST

Requester's name and address (optional)

6 City, state, and ZIP code

HOUSTON TX 77023

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	6	–	0	6	8	1	2	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 11/27/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 45,000,000. (The period of the 12-month period is 01/2024 / 12/2024). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)	Y	14 Years	
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)	Y	22 Years	Y
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 2% **Proposed Discount (%):** 2%

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of College Station	Troy Pemberton	979-820-4245		2%	5
2.	City of Victoria	Darrel Lesak	361-550-2511		2%	4
3.	City of Longview	Elroy Brooks	903-452-8059		2%	2
4.	City of Amarillo	Jason Jupe	806-378-6831		2%	4
5.	City of Beaumont	Jeff Harville	409-679-1214		2%	4

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

Rare occasions if required

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile

Texan Waste Equipment INC DBA Heil of Texas

Corporate address;

5900 Wheeler St. Houston Tx 77023

Phone;

713-923-7600

Website;

Heiloftexas.com

Texan Waste Equipment DBA Heil of Texas (Heil of Texas is name used)

Has 4 full-service locations in Texas; Irving, Houston, San Antonio, and El Paso.

Specializing in Solid waste equipment, Hydro-excavating/Trenching, Sewer Cleaners, Street sweepers, pot hole patchers, heavy debris collection and loading machines, and various other trailer and truck mounted products to support municipal public works, solid waste, waste water, storm water, and streets/Drainage departments.

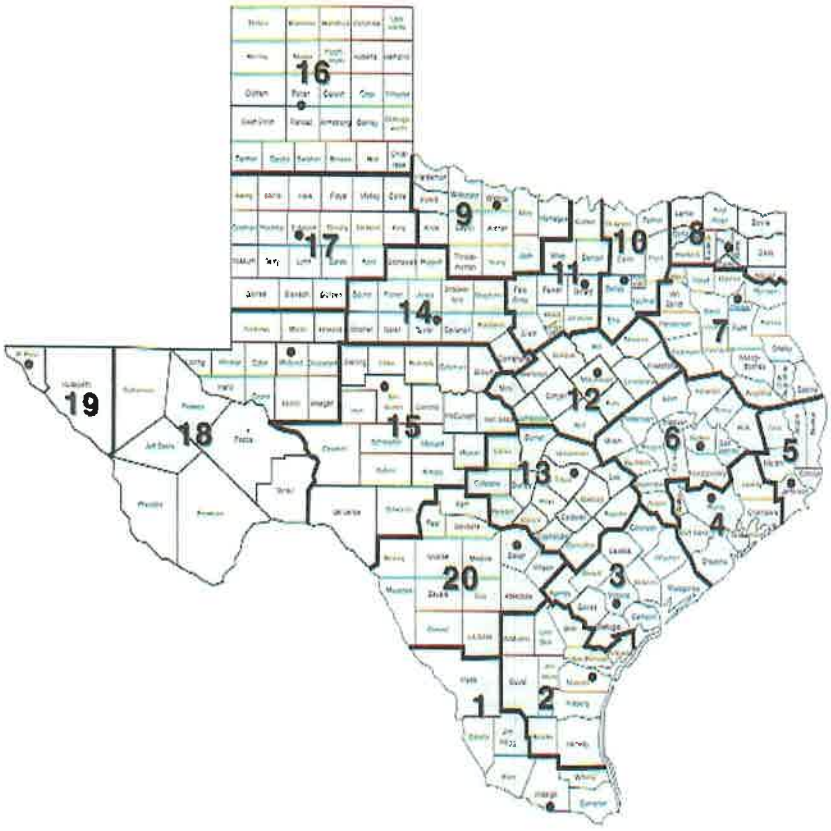
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.*) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*

Regional Education Service Centers



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Texan Waste Equipment Inc. DBA Heil of Texas	775-25
Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Cody Garefalos
	Printed Name of Authorized Company Official

02/18/2025

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Texan Waste Equipment DBA Heil of Texas	Cody Garefalos	9545 Plaza Cirlce El Paso Texas 79927 915-706-2621
Texan Waste Equipment DBA Heil of Texas	Cody Garefalos	5900 Wheeler st Houston Tx 77023 713-923-7600
Texan Waste Equipment DBA Heil of Texas	Cody Garefalos	1440 S Loop 12 Irving Tx 75060 972-438-6488
Texan Waste Equipment DBA Heil of Texas	Cody Garefalos	503 Pop Gunn San antonio Tx 78219 210-224-5800

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Texan waste equipment DBA Heil of Texas — Designated Dealer Name

Cody Gonzales — Designated Dealer Contact Person

5900 Wheeler St. — Designated Dealer Address

Houston — City

Tx — State

77023 — Zip Code

713-923-7600 — Phone Number

Fax Number

Codyg@heiloftexas.com — Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

25 Years of Business, Heil of Texas is not for sale or in any discussion of Aquisition

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Our performance managers have CRM programs for managing sales info, forecast, inventory, Work orders, time efficiency, invoicing, discounts, quoting and stocking levels. Each Location staffs 13-16 full time employees, our manufactures offer 5-10 additional for our region for the specific models.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

We strongly recommend our customers to purchase through the buyboard contract, We advertise for the BuyBoard at all trade shows, open houses, and social media. we will continue outreach for more participants on this contract

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

We have a strong financial capability, a high business rating, most of our customers do not require bonds for our type of work, our insurance coverage far exceeds the requested amount by our customers, our officers and owners have never been involved with any delinquencies in the previous 7 years

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

there is nothing, and the few that have ever come up were indemnified

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

[x] Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

[x] Reviewed/Completed: **Proposal Acknowledgements**
[x] Reviewed/Completed: **Felony Conviction Disclosure**
[x] Reviewed/Completed: **Resident/Nonresident Certification**
[x] Reviewed/Completed: **Debarment Certification**
[x] Reviewed/Completed: **Vendor Employment Certification**
[x] Reviewed/Completed: **No Boycott Verification**
[x] Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
[x] Reviewed/Completed: **Historically Underutilized Business Certification**
[x] Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
[x] Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
[x] Reviewed/Completed: **Deviation and Compliance**
[x] Reviewed/Completed: **Vendor Consent for Name Brand Use**
[x] Reviewed/Completed: **Confidential/Proprietary Information**
[x] Reviewed/Completed: **EDGAR Vendor Certification**
[x] Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

[x] Reviewed/Completed: **Vendor Business Name**
[x] Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
[x] Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
[x] Reviewed/Completed: **Governmental References**
[x] Reviewed/Completed: **Company Profile**
[x] Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
[x] Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
[x] Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
[x] Reviewed/Completed: **Local/Authorized Seller Listings**
[x] Reviewed/Completed: **Manufacturer Dealer Designation**
[x] Reviewed/Completed: **Proposal Invitation Questionnaire**
[x] Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

BuyBoard

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Section I: Airport Runway Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Airport Runway Equipment and Supplies** (Anti-icing/Deicing, Blower, Brush, Plow, Sweeper, and Traction Equipment).
2. Discount (%) off catalog/pricelist for **Airport and Airfield Lighting Products**.
3. Discount (%) off catalog/pricelist for **Airfield Marking Materials, Products, and Supplies**.
4. Discount (%) off catalog/pricelist for **Aviation Fluids, Lubricants, and Oils.**
5. Discount (%) off catalog/pricelist for **Firefighting Agents and Products**.
6. Discount (%) off catalog/pricelist for **Runway Closure Markers and Accessories.**
7. Discount (%) off catalog/pricelist for **Runway Deicer Materials**.
8. Discount (%) off catalog/pricelist for **Rubber Removal Agents and Equipment.**
9. Discount (%) off catalog/pricelist for **All Other Airport Runway Equipment and Supplies.**

Section II: Installation and Repair Service

10. Hourly Labor Rate for Installation/Repair Service of **Airport Runway Equipment, Products, and Supplies** -- **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Texan Waste Equipment Inc. Information

Address: 5900 Wheeler St
Houston, TX 77023
Phone: (713) 923-7600
Fax: (713) 923-5522
Toll Free: (800) 531-9974
Web Address: www.heiloftexas.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Cody Garefalos
Signature

codyg@heiloftexas.com
Email

Submitted at 2/19/2025 10:20:21 AM (CT)

Requested Attachments

Manufacturer Catalog(s) and/or Product Price list(s)

Schwarze Zephyr Pricing 775-25.xlsx

REQUIRED-In Excel or PDF format, upload manufacturer catalog(s) and/or product price list(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/price list(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (DO NOT password protect uploaded files.)

BuyBoard Proposal Invitation No. 775-25 - Airport Runway Equipment, Products, and Related Services

Proposal No. 775-25.pdf

REQUIRED-In PDF format, upload all COMPLETED and FILLED in proposal invitation documents available for download at www.buyboard.com.vendor including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (DO NOT password protect uploaded files.)

Company Profile

Buyboard Company Profile.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.) (DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (DO NOT password protect uploaded files.)

RFP Form W-9 Request for Taxpayer Identification Number and Certification HOT 2025 W9.pdf

REQUIRED-In PDF format, upload W-9 form. (DO NOT password protect uploaded files.)

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 76-0681266
2	**No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification** No Boycott Verification/No Excluded Nation or Foreign Terrorist Organization Certification/Historically Underutilized Business Certification

3 No Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.
"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5	**Historically Underutilized Business Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*
6	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business*
7	**Women Owned Business** Women Owned Business ☐ *Women Owned Business*
8	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business*
9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact - First Name** Vendor Proposal/Contract Contact - First Name Cody
14	**Vendor Proposal/Contract Contact - Last Name** Vendor Proposal/Contract Contact - Last Name Garefalos
15	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address Codyg@heiloftexas.com

16 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

5900 Wheeler St

17 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Houston

18 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

Tx

19 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

77023

20 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

713-923-7600

21 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

No response

22 **Company Website**

Company Website (www.XXXXX.com)

www.Heiloftexas.com

23 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

24 **Purchase Order E-mail Address**

Purchase Order E-mail Address

Codyg@heiloftexas.com

25 **Purchase Order Contact - First Name**

Purchase Order Contact - First Name

Cody

26 **Purchase Order Contact - Last Name**

Purchase Order Contact - Last Name

Garefalos

27 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

713-923-7600

28 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

No response

29 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

30 **Alternate Purchase Order Contact - First Name**

Alternate Purchase Order Contact - First Name

No response

31 **Alternate Purchase Order Contact - Last Name**

Alternate Purchase Order Contact - Last Name

No response

32 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

33 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

34 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

35 **Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

36 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

Codyg@heiloftexas.com

37 **Request for Quote (RFQ) Contact - First Name**

Request for Quote (RFQ) Contact - First Name

Cody

38 **Request for Quote (RFQ) Contact - Last Name**

Request for Quote (RFQ) Contact - Last Name

Garefalos

39 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

713-923-7600

40 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

41 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

42 **Alternate Request for Quote (RFQ) Contact - First Name**

Alternate Request for Quote (RFQ) Contact - First Name

No response

43 **Alternate Request for Quote (RFQ) Contact - Last Name**

Alternate Request for Quote (RFQ) Contact - Last Name

No response

44 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

45 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

46 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

47 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

48 **Invoice Company Name**

Invoice Company Name

Texan Waste Equipment Inc. DBA Heil of Texas

49 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

50 **Invoice Contact - First Name**

Invoice Contact - First Name

Amanda

51 **Invoice Contact - Last Name**

Invoice Contact - Last Name

Black

52 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

5900 Wheeler St.

53 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

54 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

Tx

55 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77023

56 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

713-923-7600

57 **Invoice Contact Extension Number**

Invoice Contact Extension Number

No response

58 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

No response

59 **Invoice Contact E-mail Address**

Invoice Contact E-mail

Amanda@heiloftexas.com

60 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

Codyg@heiloftexas.com

61 **Billing Agent Company Name**

Billing Agent Company Name

No response

62 **Billing Agent Department Name**

Billing Agent Department Name

No response

63 **Billing Agent Contact - First Name**

Billing Agent Contact - First Name

No response

64 **Billing Agent Contact - Last Name**

Billing Agent Contact - Last Name

No response

65 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

No response

66 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

No response

67 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

No response

68 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

No response

69 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

No response

70 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

No response

71 **Billing Agent Fax Number**

Billing Agent Fax Number

No response

72 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

No response

73 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

No response

74 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Other

75 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30

76 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

77 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

No response

78 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

79 **Credit Card Payments**

Are credit card payments acceptable to your company?

Yes

80 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

81 **Company Name**

Company Name

Heil of Texas

82 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

I will serve all Regions of Texas

83 **Region 1**

Region 1 - Edinburg

☐ *Region 1*

84 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2*

85 **Region 3**

Region 3 - Victoria

☐ *Region 3*

86 **Region 4**

Region 4 - Houston

☐ *Region 4*

87 **Region 5**

Region 5 - Beaumont

☐ *Region 5*

88 **Region 6**

Region 6 - Huntsville

☐ *Region 6*

89	**Region 7** Region 7 - Kilgore ☐ *Region 7*
90	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8*
91	**Region 9** Region 9 - Wichita Falls ☐ *Region 9*
92	**Region 10** Region 10 - Richardson ☐ *Region 10*
93	**Region 11** Region 11 - Fort Worth ☐ *Region 11*
94	**Region 12** Region 12 - Waco ☐ *Region 12*
95	**Region 13** Region 13 - Austin ☐ *Region 13*
96	**Region 14** Region 14 - Abilene ☐ *Region 14*
97	**Region 15** Region 15 - San Angelo ☐ *Region 15*
98	**Region 16** Region 16 - Amarillo ☐ *Region 16*
99	**Region 17** Region 17 - Lubbock ☐ *Region 17*
100	**Region 18** Region 18 - Midland ☐ *Region 18*

101 **Region 19**

Region 19 - El Paso

☐ *Region 19*

102 **Region 20**

Region 20 - San Antonio

☐ *Region 20*

103 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

104 **Company Name**

Company Name

Heil of Texas

105 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

I will serve all states in the United States

106 **Alabama**

Alabama

☐ *Alabama*

107 **Alaska**

Alaska

☐ *Alaska*

108 **Arizona**

Arizona

☐ *Arizona*

109 **Arkansas**

Arkansas

☐ *Arkansas*

110	**California** California (Public Contract Code 20118 & 20652) ☐ *California*
111	**Colorado** Colorado ☐ *Colorado*
112	**Connecticut** Connecticut ☐ *Connecticut*
113	**Delaware** Delaware ☐ *Delaware*
114	**District of Columbia** District of Columbia ☐ *District of Columbia*
115	**Florida** Florida ☐ *Florida*
116	**Georgia** Georgia ☐ *Georgia*
117	**Hawaii** Hawaii ☐ *Hawaii*
118	**Idaho** Idaho ☐ *Idaho*
119	**Illinois** Illinois ☐ *Illinois*
120	**Indiana** Indiana ☐ *Indiana*
121	**Iowa** Iowa ☐ *Iowa*

122	**Kansas** Kansas ☐ *Kansas*
123	**Kentucky** Kentucky ☐ *Kentucky*
124	**Louisiana** Louisiana ☐ *Louisiana*
125	**Maine** Maine ☐ *Maine*
126	**Maryland** Maryland ☐ *Maryland*
127	**Massachusetts** Massachusetts ☐ *Massachusetts*
128	**Michigan** Michigan ☐ *Michigan*
129	**Minnesota** Minnesota ☐ *Minnesota*
130	**Mississippi** Mississippi ☐ *Mississippi*
131	**Missouri** Missouri ☐ *Missouri*
132	**Montana** Montana ☐ *Montana*
133	**Nebraska** Nebraska ☐ *Nebraska*

134	**Nevada** Nevada ☐ *Nevada*
135	**New Hampshire** New Hampshire ☐ *New Hampshire*
136	**New Jersey** New Jersey ☐ *New Jersey*
137	**New Mexico** New Mexico ☐ *New Mexico*
138	**New York** New York ☐ *New York*
139	**North Carolina** North Carolina ☐ *North Carolina*
140	**North Dakota** North Dakota ☐ *North Dakota*
141	**Ohio** Ohio ☐ *Ohio*
142	**Oklahoma** Oklahoma ☐ *Oklahoma*
143	**Oregon** Oregon ☐ *Oregon*
144	**Pennsylvania** Pennsylvania ☐ *Pennsylvania*
145	**Rhode Island** Rhode Island ☐ *Rhode Island*

146	**South Carolina** South Carolina ☐ *South Carolina*
147	**South Dakota** South Dakota ☐ *South Dakota*
148	**Tennessee** Tennessee ☐ *Tennessee*
149	**Texas** Texas ☐ *Texas*
150	**Utah** Utah ☐ *Utah*
151	**Vermont** Vermont ☐ *Vermont*
152	**Virginia** Virginia ☐ *Virginia*
153	**Washington** Washington ☐ *Washington*
154	**West Virginia** West Virginia ☐ *West Virginia*
155	**Wisconsin** Wisconsin ☐ *Wisconsin*
156	**Wyoming** Wyoming ☐ *Wyoming*

Bid Lines

1 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Airport Runway Equipment and Supplies** (Anti-icing/Deicing, Blower, Brush, Plow, Sweeper, and Traction Equipment). Catalog/Price list MUST be included or proposal will not be considered.

Total: 2%

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Schwarze Zephyr Pricing 775-25

2 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Airport and Airfield Lighting Products**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

3 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Airfield Marking Materials, Products, and Supplies**. Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Aviation Fluids, Lubricants, and Oils.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Firefighting Agents and Products.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Runway Closure Markers and Accessories.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Runway Deicer Materials.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

8 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **Rubber Removal Agents and Equipment.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 **Section I: Airport Runway Equipment, Products, and Supplies**

Discount (%) off catalog/price list for **All Other Airport Runway Equipment and Supplies.** Catalog/Price list MUST be included or proposal will not be considered.

No Bid

Item Notes: ***PROPOSAL NOTE:*** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***
Vendors proposing multiple manufacturer product lines and/or catalog/price list per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/price list proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/price list listed

Item Attributes

1. State Name of Manufacturer Catalog or Product Price list Proposed with Discount Percentage

NOTE: Do not reference SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

10 **Section II: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Airport Runway Equipment, Products, and Supplies - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $200.00 Total: $200.00

Response Total: $200.00

26-081

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:**	January 5, 2026
Drafter:	Enedelia Vitolas	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL SPENDING LIMIT FOR THE AGREEMENT WITH TURNER PUBLIC RELATIONS, LLC OF DENVER, COLORADO FOR PUBLIC RELATIONS SERVICES FOR VISIT LAS CRUCES TO AN AMOUNT NOT TO EXCEED $130,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-018).**

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

PURPOSE(S) OF ACTION:

To authorize an increase in the annual spending limit for a public relations contract.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Visit Las Cruces (VLC) is the destination marketing section of the City of Las Cruces (City) that is tasked with attracting and promoting business and leisure travel to Las Cruces. The organization has a wide range of design, layout, and marketing tasks which need to be completed on an annual, quarterly, and ongoing basis for public outreach and internal City departments.

On July 8, 2025, the City entered into professional service agreement no. 24-25-018 for public relations services for VLC with Turner Public Relations, LLC of Denver, Colorado for a two (2)-year term through March 30, 2027, with the option to extend for three (3) additional years, in an amount not to exceed $99,000, plus applicable taxes annually.

VLC is requesting authorization to amend the current contract amount with Turner Public Relations, LLC of Denver, Colorado, to an amount not to exceed $130,000 annually plus applicable taxes, subject to approved budget appropriations, as outlined in Exhibit "A." This increase will allow VLC to add influencer services to this contract, which will reach a large audience within their target demographic without impacting current contracted services.

SUPPORT INFORMATION:

Exhibit "A" 24-25-018 Amendment
Attachment "A" 24-25-018 Public Relations Services for VLC - Professional Services Agreement

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$726,935.04	$126,310.47	$31,000.00

Funding Source(s):

20150005-701040-11461

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to amend the public relations services agreement with Turner Public Relations, LLC of Denver, Colorado to an amount not to exceed $130,000 plus applicable taxes annually, subject to approved budget appropriations.
2. Vote "No"; this action will not authorize the Resolution, and it could negatively impact VLC operations.
3. Vote to "Amend"; this could modify the Resolution, and City Council will need to provide staff with alternative direction.
4. Vote to "Table"; this could delay the increase of the spending limit for public relations services for VLC.

RESOLUTION 26-081

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL SPENDING LIMIT FOR THE AGREEMENT WITH TURNER PUBLIC RELATIONS, LLC OF DENVER, COLORADO FOR PUBLIC RELATIONS SERVICES FOR VISIT LAS CRUCES TO AN AMOUNT NOT TO EXCEED $130,000 PLUS APPLICABLE TAXES ANNUALLY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 24-25-018).

The City Council is informed that:

WHEREAS, Visit Las Cruces (VLC) is the destination marketing section of the City of Las Cruces (City) that is tasked with attracting and promoting business and leisure travel to Las Cruces; and

WHEREAS, on July 8, 2025, the City entered into professional services agreement no. 24-25-018 for public relations services for VLC with Turner Public Relations, LLC of Denver, Colorado for a term through March 30, 2027, in an amount not to exceed $99,000 plus applicable taxes annually; and

WHEREAS, VLC staff are requesting authorization to amend the contract to an amount not to exceed $130,000 plus applicable taxes annually, subject to approved budget appropriations, to facilitate additional services; and

WHEREAS, the increase will allow VLC to pay for influencer services which will reach a large audience within their target demographic, without impacting current contracted services.

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

(I)

THAT the Resolution authorizing an amendment to increase contract no. 24-25-018 for public relations services for VLC with Turner Public Relations, LLC of Denver, Colorado, to an amount not to exceed $130,000 plus applicable taxes annually, subject to approved budget appropriations, as outlined in Exhibit "A," attached hereto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

CITY OF LAS CRUCES

24-25-018
Public Relations
Services

AMENDMENT NO. ONE

RFP # 24-25-018

This amendment, made this _____ day of _____, 2025 by and between the CITY OF LAS CRUCES and Turner Public Relations, LLC of 1614 15th Street, Fourth Floor, Denver, Colorado, 80202.

W I T N E S S E T H

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 8, 2025, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $130,000 annually, plus applicable taxes.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 8, 2025, between the parties is hereby ratified and confirmed.

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

TURNER PUBLIC RELATIONS, LLC

BY: _____
Christine Turner
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for BD 10/31/2025

City Attorney

ATTACHMENT "A"

CITY OF LAS CRUCES

24-25-018
Public Relations
For VLC

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 8th day of July, 2025 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Turner Public Relations, LLC, of 1614 15th Street, Fourth Floor, Denver, Colorado, 80202, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Public Relations Services for Visit Las Cruces

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S RFP No.24-25-018, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

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

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $99,000, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed (for each assigned project) from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

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

6. TERM AND SCHEDULE

This Agreement shall become effective on July 1, 2025 for a term of two years through March 30, 2027 and, pending mutual written agreement, may be extended annually thereafter for up to three (3) additional one (1)-year terms.

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

7. EXTENSIONS, CHANGES, AND AMENDMENTS

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

8. CHANGES AND EXTRA SERVICES BY THE CITY

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

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

10. DELAYS

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

11. TERMINATION

This Agreement may be terminated by either party hereto upon forty-five (45) 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 forty-five (45) calendar days written notice to CONTRACTOR.

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

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

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate

b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
d. Coverage must be primary and non-contributory.
e. Coverage must be per project or per location.
f. Coverage must be on an occurrence form.
g. Subrogation must be waived.

2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
3. Workers' Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.
4. Professional Liability: $1,000,000 per claim

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

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

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

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

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

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Lorena Lozano
With Copies to:	City Attorney Purchasing Manager
TO CONTRACTOR:	Turner Public Relations, LLC 1614 15th Street, Fourth Floor Denver, CO 80202 ATTENTION: Christine Turner

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

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

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

TURNER PUBLIC RELATIONS, LLC

BY: Christine Turner
Christine Turner
President

6-25-25
Date

CITY OF LAS CRUCES

BY:
Alicia Hernandez
Purchasing Manager

7/8/2025
Date

APPROVED AS TO FORM

06/25/2025
City Attorney

Revised: June 2023

24-25-018
Public Relations
For VLC

EXHIBIT A

SERVICES

Revised: June 2023

SCOPE OF WORK

TURNER SCOPE OF WORK FOR CITY OF LAS CRUCES

Statement of Work (this "SOW" or "Schedule") is entered into as of April 1, 2025 (the "SOW Effective Date" or "Effective Date") by and between The Shipyard, LLC ("The Shipyard" or "Agency"), and the client named in the signature box below ("Client"). Collectively Agency and Client may be referred to herein as the "Parties". This SOW is a separate agreement between Agency and Client and incorporates the terms and conditions of the City of Las Cruces between Agency and Client, dated as of April 1, 2025 (the "Agreement" or "MSA"). Capitalized terms used but not defined in this SOW will have the meanings given to them in the Agreement.

Client agrees that the Services provided hereunder may be performed by the Agency's TURNER division as well as the Agency's Affiliates or subcontractors.

DESCRIPTION

TURNER to serve as the public relations agency for the City of Las Cruces

TERM

The contract term is April 1, 2025 through March 31, 2027. The term of this Statement of Work shall commence on the Statement of Work Effective Date and end on March 31, 2026. A new Statement of Work will be created for the April 1, 2026 to March 31, 2027 term in early 2026.

SCOPE OF WORK

The services to be provided by Agency under this SOW shall be performed in accordance with the Agreement and shall consist exclusively of the following (the "Scope"):

VISIT LAS CRUCES (VLC) - SCOPE OF WORK (COST PROPOSAL) for FIRST YEAR, April 1, 2025 - March 31, 2026				
Total Annual Budget *$99,000, broken down as Retainer Fee of $7,666.66 per Month at $160 Blended Hourly Rate for Approx. 575 annual hours + $500 per Month Adminstrative Fee		**Total Contract Hours April 1, 2025 -March 31, 2026; 575 Hours (avg. 47 to 48 per mo)**		
1. + 3. DIRECT COSTS + LABOR (HOURS) BY MAJOR TASKS				
DESCRIPTION OF SERVICE + INITIATIVE	**NOTES**	**CONTRACT TERM HOURS**	**RATE**	**ANNUAL FEE**

SCOPE OF WORK

DEVELOPMENT				
Virtual Audit / Immersion - Review of All Important Document	Virtual Q&A sessions with full TURNER team and key VLC team members to review historical info, destination and stakeholder info, past PR coverage and visiting journalists, business and marketing plan, meet other marketing/paid agency partners, etc. If in-person (which we highly recommend), need additional hours for team travel (outlined in section 7 below).	15	$160	$2,400
Strategic Planning	Create '25 Strategic Plan; to include goals, key messaging, campaign planning, measurement detail.	18	$160	$2,880
Target Media List + Maintenance/Updates	Build priority media list across channels to align with initiatives. Includes print, online, podcast and broadcast formats. Includes monthly maintence/updates of list. Key channels include: National Travel, Regional Outlets, Fly or Drive Market, F&B, Family, Outdoor, Lifestyle and targeted trades - meetings, production, travel trade.	10	$160	$1,600
Target Influencer List	Build priority influencer list of top 10+ targets (to secure up to 3-4 for trips, need larger list knowing schedules won't allow some to visit). Proactive outreach to pitch visits.	10	$160	$1,600
IMPLEMENTATION				
Press Material Updates; Interview Backgrounders; Briefing Pages as Needed	Draft and/or update destination fact sheets and press materials. Media briefing pages and interview backgrounders as needed in advance of interview/media opps. Update press materials as needed.	30	$160	$4,800
E-Newsletter	Contribute PR/trends content for monthly e-newsletter.	18	$160	$2,880
Proactive Media Relations	Proactive outreach for story conversion to support key goals; focus on priority, defined target publications with pitch bank process; continual review editorial calendars. Assumes 12 hours per month.	144	$160	$23,040

SCOPE OF WORK

News Bureau/Inbound Media Requests	Act as an always-on news bureau to handle timely inbound media leads; provide info/story ideas, image assets. Assumes 1 hour per month.	12	$160	$1,920
Proactive Influencer Program + Contract Negotiation	Proactive outreach to expanded target list of influencers for visits. TURNER will negotiate contract details for all social channel deliverables and ensure delivery per each influencer. Targeting up to 3 to 4 visits annually. Assumes influencers will travel for trade. If additional budget is available to pay influencer fees, can scale program accordingly (or increase to larger program if additional hours available for us to research, vet, invite and negotiate with more influencers).	30	$160	$4,800
News Bureau/Inbound Influencer Requests	Support client by thoughtfully vetting and responding to inbound influencer requests/opportunities and ensure all requests are handled in a timely manner; coordinating with the VLC team as needed.	12	$160	$1,920
Execute Visiting Media / Influencer program. Host of targets (individual visits)	TURNER will support planning and implementation of up to 8-10 key media/influencers for visits (possibly one group visit). We'll target key media/influencers per narratives/themes, assist with itinerary development, and handle booking logistics (airfare, transfer). Assumes destination will provide lodging, F&B and experience. If TURNER associate needed to lead group FAM, project fee noted in added project section below. Per RFP Q&A, this assumes a separate budget to pay for media and influencer airfare, ground transport, lodging, F&B and activites in market.	120	$160	$19,200

SCOPE OF WORK

Award Submissions/Opportunities	TURNER will provide updates on appropriate award submissions/opportunities to ensure the VLC team can submit internally and/or activate reader voting.	6	$160	$960
ACCOUNT MANAGEMENT + MEASUREMENT				
Team Status Calls Monthly, Plus added client or partner calls	Assumes: - Monthly 45-minute alignment meeting to review results and forthcoming activity in the month ahead with at least 2-3 account team members. Also, time for ad hoc calls with client or destination partners.	36	$160	$5,760
PR Reporting, Monitoring, Analytics	Assumes 8 hours per month and includes: - Meeting agenda preparation - Share hit announcements in real time - Media/social earned coverage monitoring and tailored monthly report, KPI summary - Quarterly KPI reviews	96	$160	$15,360
TURNER staff travel to Las Cruces	Covers 2.5 days of time for one (1) TURNER account team member to assist Visit Las Cruces to participate in an in-destination DMO event.	18	$160	$2,880
Review + advisement of potential crisis situations	NOTE: In the event of crisis, TURNER will bill by the hour or project to cover the support needed.	Fee	Fee	Fee
	TOTAL AVAILABLE CONTRACT HOURS PER YEAR	**575**	**x $160 =**	**$92,000**
	ADMIN FEE @ $500 PER MONTH (detail below)			**$6,000**
	ONE TURNER STAFF MEMBER TRAVEL COSTS TO LAS CRUCES (detail below)			**$1,000**
	TOTAL			**$99,000**

SCOPE OF WORK

TURNER will invoice at $7,666.66 (or $7,666.67) per month for the PR retainer for an average of 47-48 hours (hours higher/lower monthly depending on initiatives but total annual hours will be 575 for a total of $92,000). *Retainer fees do not include the adminsitrative fee of $500 per month which cover media and influencer subscription services and tools needed for tailored analytics and reporting; tools fees subject to change if vendors increase costs. If social media tools needed for content, posting or social listening, additional cost will be added. This will be billed monthly with the retainer fee. *Retainer fees also do not cover out of pocket expenses such as TURNER team/media/influencer travel for things like airfare/transportation/lodging or F&B, mileage, or FedEx, etc. Expenses are billed without mark-up and budgets for campaign initiatives are approved by client in advance. Hard costs for event production, influencer fees, media mailers, photography, videography, social content licensing fees, etc. are also not included in retainer fees. Contract hours not to exceed 574.5 hours across each 12-month term. TURNER will provide hours tracking updates throughout contract duration. Client reserves the right to amend initiatives and priorities to address other business needs as long as total hours remain within contract allotment.

2. INDIRECT COSTS: OOP Expense Costs				
One TURNER team member staff travel to Las Cruces	Covers travel costs for a TURNER staff member to visit Las Cruces for in-destination DMO event. Assumes the DMO will be able to secure discount and/or comped accommodation and meals while staffer is in destination (otherwise cost will change accordingly).	$1,000 per visit	N/A	$1,000

4.+ 5. MATERIALS + EQUIPMENT: OOP Expense Costs				
Monthly Administration Fee (noted above)	Covers access to TURNER media monitoring and Influencer campaign/verification resources, travefy itinerary building platform, billing, etc. If additional tools are needed for social media monitoring, user-generated content sourcing and licensing, content planning or research & insights, vendor costs can be added.	$500 per month	N/A	$6,000

6. SUBCONTRACTORS				
Subcontractors	TURNER will not require the use of subcontractos to deliver the proposed scope of work.	N/A	N/A	$0

SCOPE OF WORK

7. LIST BELOW OUTLINES ESTIMATES OF PROPOSED COSTS THAT MAYBE INCURRED BY THE CITY: These are Additional Projects, not in SOW outlined above.				
Team Immersion	Four - day / three night immersion for two account team members; using lower hourly rate of $125	64	$125	$8,000
Team Immersion Estimated Travel Expenses	Estimated $1,000 per team member for travel costs. Assumes Visit Las Cruces will secured comped or discount accommodation, meals and admission to attractions	N/A	N/A	$2,000
Group Press or Influencer Trip TURNER Escort	TURNER will provide an escort for: - Group trip (4-5 days)	32 - 40	$160	$5,120 to $6,400
One Media Mission to key DMA (e.g. Chicago, Denver, DFW or Houston)	TURNER will: - Secure 4 - 6 appointments on a one to two-day visit - Develop briefing book - TURNER escort (3 days) - Follow up with appointment contacts	TBD Based on Market, Duration (Guessing total of 64 hours for planning, pitching, confirmating, briefing pages, travel/escort)	$160	$10,240

Any services not specifically included in scope are out of scope. We can provide project proposals as needed throughout the year if additional services are needed.

SCOPE OF WORK

CLIENT RESPONSIBILITIES

Agency will be entitled to rely on all information provided by Client as well as all decisions and approvals made by Client.

i. Client will commit the necessary resources and management involvement to support the project and perform the agreed upon acceptance procedures in a timely manner.

ii. Decisions to be made by Client will be made promptly and without delay.

iii. Client will be responsible for its operation and use of the Deliverables and for ensuring that the Deliverables meet Client's requirements.

iv. Unless otherwise agreed to by the parties in writing, Client will provide all software or relevant materials necessary for Agency to perform its obligations under this SOW.

v. Client will be responsible for obtaining, at no cost to Agency, consents for Agency's use of any third-party products, including, but not limited to software, necessary for Agency to perform its obligations under this SOW.

vi. Client understands and agrees that Client will be responsible for determining whether the Services and deliverables provided by Agency hereunder, including any revised business processes implemented pursuant to this SOW, (i) meet Client's business requirements, (ii) comply with all federal, state and local laws, ordinances, codes, regulations and policies, and (iii) comply with Client's applicable internal guidelines, long-term goals and any related agreements.

vii. Client will be responsible for the performance of other contractors or vendors engaged by Client in connection with the project, even if Agency has been involved in recommending or selecting such contractors or vendors, or in the monitoring of their work.

viii. Client will be responsible for the contractual relationship with third parties and for ensuring that they cooperate with Agency.

ix. Client will be responsible for determining if and how it will implement any recommendations made by Agency.

Client will perform such Client Responsibilities and acknowledges that Agency's performance is dependent on Client's timely and effective performance of the Client Responsibilities and other timely decisions and approvals. Client Responsibilities include the accuracy of the Assumptions described below.

Agency will be excused from failures to perform its obligations under this SOW to the extent that:

i. Client, it's third-party contractors or other agents fail to timely and adequately perform the Client Responsibilities or there is another act or omission of Client, or its third party contractors or other agents (not undertaken at Agency's direction or with Agency's consent) (each an "Client Event"); and

ii. Such Client Event contributes to Agency's failure to perform.

SCOPE OF WORK

SCHEDULE & SERVICES TIMELINE

DELIVERABLE	TIMELINE
Public Relations Services as outlined in the Scope	Year One: April 1 2025 – March 31 2026

All services are subject to external factors that may lead to changes in the outlined timeline. Dates are subject to change.

SERVICE FEES, CHARGES & EXPENSES

Agency will invoice Client for the Services rendered monthly in accordance with the Agreement.

PR Retainer: $92,000 annual fee for approximately 575 hours.Agency's average hourly rate is $160 per hour if additional hours are needed.
Invoiced on the first day of the month. Our flat Agency Admin/Tools fee of $500 USD per month covers media and influencer subscription tools needed for tailored analytics and reporting. If additional tools are needed for paid influencer programs, social media services, social listening, data & analytics or paid media services, additional tools costs will be added. All out of pocket expenses are not included in the retainer or admin fee; these expenses are additional, such as airfare/transportation, lodging, mileage, F&B for team/media/influencer travel, FedEx etc. Hard costs for influencer fees or event supplies/production also not included. Expenses are billed without a mark-up fee based on client pre-approval.

Work Period	Retainer Fee*	Admin Fee	Payment Due
April 2025	$7,666	$500	Due Upon Receipt
May 2025	$7,666	$500	Due Upon Receipt
June 2025	$7,666	$500	Due Upon Receipt
July 2025	$7,666	$500	Due Upon Receipt
August 2025	$7,666	$500	Due Upon Receipt
September 2025	$7,666	$500	Due Upon Receipt
October 2025	$7,666	$500	Due Upon Receipt
November 2025	$7,666	$500	Due Upon Receipt
December 2025	$7,666	$500	Due Upon Receipt
January 2026	$7,666	$500	Due Upon Receipt
February 2026	$7,666	$500	Due Upon Receipt
March 2026	$7,674	$500	Due Upon Receipt
Total Fee:	**$92,000**	**$6,000**	

SCOPE OF WORK

ADDITIONAL CONDITIONS

Notwithstanding anything herein to the contrary, Client agrees that it will use its own business judgment and shall be solely and exclusively responsible for determining the manner in which Agency's work produced in connection with the Services will be used. Client further agrees that it will not rely on Agency's work product without independent verification thereof by Client. Client shall not refer to Agency in writing, as a source of any of the work produced in connection with the Services.

The Parties by their respective signatures below hereby incorporate into and make part of the Agreement this SOW. Upon execution, this SOW shall become a binding commitment of the Parties.

APPROVED ON BEHALF OF:

THE SHIPYARD, LLC (for Agency's TURNER division)

BY: Christine Turner

NAME: Christine Turner

TITLE: President

DATE: 6-25-25

APPROVED ON BEHALF OF:

CITY OF LAS CRUCES

BY:

NAME: LORENA LOZANO

TITLE:

DATE:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant
565 Metro Place South, Ste 450
Dublin OH 43017

License#: 23894

CONTACT NAME: Wendy McDonald
PHONE (A/C, No, Ext): 614-932-1200
FAX (A/C, No): 614-932-1299
E-MAIL ADDRESS: wendy.mcdonald@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Chubb Indemnity Insurance Co.	12777
INSURER C : Federal Insurance Company	20281
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TSYENTE-01
The Shipyard, LLC
SEE BELOW FOR ADDITIONAL NAMED INSURED'S
580 N 4th St Ste 500
Columbus OH 43215

COVERAGES **CERTIFICATE NUMBER:** 1210026954 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	D02801851	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employers Liab	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY Physical Dam		N	73648027	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Collision	$ 1,000,000 $ $ $ $ $1,000/$1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $		N	56726303	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	71843765	12/31/2024	12/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Directors & Officers Fiduciary Liability Employment Practices Liability			PHSD1849088-004	12/31/2024	12/31/2025	Retention $10,000 Retention $0 Retention $25,000	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured's Continued: The Shipyard, LLC; The Helm Media, LLC; Red Hydrant Production Services, LLC, Fahlgren Mortine, LLC, Turner Public Relations, LLC, Mindstream Interactive, LLC

Workers' Compensation Includes: AL, AZ, CA, CO, CT, FL, GA, ID, IL, IN, KY, LA, MA, MI, MO, MS, NC, NE, NJ, NY, NV, OK, OR, PA, RI, SC, TN, TX, UT, WI and WV.
Hired Auto Physical Damage - Deductible - $2,000 - when a picture vehicle is being used as a prop, in front of a camera, its motor is not on and is not moving & 10% of the Loss subject to a $2,500 minimum and a $7,500 Maximum.

See Attached...

CERTIFICATE HOLDER

City of Las Cruces
PO Box 20000
Las Cruces NM 88004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nicholas R Hylant

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AGENCY CUSTOMER ID: TSYENTE-01

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hylant	The Shipyard, LLC SEE BELOW FOR ADDITIONAL NAMED INSURED'S 580 N 4th St Ste 500 Columbus OH 43215
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

City of Las Cruces is recognized as Additional Insured when required by written contract regarding the General Liability. Insurance is primary and non-contributory when required by contract regarding the General Liability . Rights of Subrogation against the certificate holder will be waived as required by written contract regarding the General Liability and Workers' Compensation Policies.

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Hiscox Insurance Company Inc.

HISCOX

Blanket Additional Insured Endorsement

In consideration of the premium charged and on the understanding that all other terms, conditions and exclusions remain unchanged, it is agreed that this endorsement modifies only the terms and conditions of the Coverage Part(s) listed below:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name of Person or Organization (Additional Insured)
Persons or Organizations as Described Below

I. It is agreed that WHO IS COVERED is amended to include the following:

A. Any person or organization from whom **you** lease a premises, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as additional **insureds**. However:

1. this insurance applies to such additional **insured** only to the extent of liability arising out of the ownership, maintenance or use of that particular part of such premises leased to **you** in **your** on-going operations; and
2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after **you** cease to be a tenant in the premises or the end of the **policy period**, whichever comes first;
2. structural alterations, new construction or demolition operations performed by or on behalf of the additional **insured**; or
3. **bodily injury**, **property damage** or **personal and advertising injury** arising out of the sole negligence of the additional **insured**.

B. Any person or organization from whom **you** lease equipment or props, sets and wardrobe, and with whom **you** have agreed through a written or oral contract to provide insurance as afforded by this Coverage Part, are added as an additional **insured**. However:

1. this insurance applies to such additional **insured** only to the extent of their liability arising out of the maintenance, operation or use by **you** or anyone on **your** behalf of the equipment or props, sets and wardrobe in the performance of **your** on-going operations; and
2. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.

This insurance does not apply to:

1. any **occurrence** that takes place after the equipment or props, sets and wardrobe rental agreement/lease expires or the end of the **policy period**, whichever comes first; or
2. **bodily injury**, **property damage** or **personal and advertising injury** arising out of the sole negligence of the additional **insured**.

C. Any:

1. financial institution or any entity that has a financial interest in **your** business;

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2. State, Municipality or other Political Subdivision;
3. payroll service;
4. advertising agency and/or advertiser; or
5. distributor

for whom **you** are contractually obligated to provide insurance as afforded by this Coverage Part, are added as **insureds**. However:

1. if coverage provided to the additional **insured** is required by contract or agreement, the insurance afforded to such additional **insured** will not be broader than that which **you** are required by the contract or agreement or that which **you** would have been entitled to coverage under this Coverage Part, whichever is less.
2. this insurance does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the sole negligence of the additional **insured**.

In the case of oral agreements, the agreement must also be evidenced by a certificate of insurance issued for **you** by **us** or on **our** behalf.

II. For the purposes of coverage provided by this endorsement only, HOW MUCH WE WILL PAY is amended to include the following:

If coverage provided to the additional **insured** is required by a contract or agreement, the most **we** will pay on behalf of the additional **insured** is the amount of insurance:

A. required by the contract or agreement; or

B. available under the applicable Limits of Insurance stated in the Declarations;

whichever is less.

Any payments **we** make under this endorsement will be a part of and not in addition to the applicable Limits of Insurance stated in the Declarations.

The title of the endorsement is solely for ease of reference and forms no part of the terms and conditions of coverage.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

26-082

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:**	January 5, 2026
Drafter:	John Castillo	**Department:**	Community Development

Title: **A RESOLUTION APPROVING A WAIVER FROM 100% OF THE REQUIRED ROAD IMPROVEMENTS TO PECAN LANE ASSOCIATED WITH A PROPOSED SUBDIVISION KNOWN AS LUJAN TRACTS ON A 2.05 ACRE PARCEL LOCATED AT 6401 JEFFERSON LANE.**

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

PURPOSE(S) OF ACTION:
Waiver to subdivision road improvements.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Subdivision Code and Design Standards, which are part of the Las Cruces Municipal Code, require the construction of road improvements along applicable roadways as part of the subdivision process. A waiver is necessary whenever the subdivider desires to vary from any related public improvement/infrastructure requirements. The Development Review Committee (DRC) and the Planning and Zoning Commission (P&Z) review and make recommendations on waiver requests, the former to P&Z and the latter to City Council. City Council is required to review and take final action on all waiver requests greater than 15 percent of the required standard per Section 37-333(E) of the Subdivision Code.

The proposed non-administrative replat, known as Lujan Tracts, is located at 6401 Jefferson Lane (northeast corner at the intersection of Jefferson Lane and Poose Creek). Non-Administrative Subdivisions are approved by the P&Z, pursuant to Section 37-207 of the Subdivision Code. Only the waiver to road improvements requires consideration by both P&Z and City Council. The subject property contains a single-family residence, with an accessory structure and is zoned REM (Residential Estate-Mobile). The proposed subdivision will split one (1) existing 2.05 acre single-family residential lot into two (2) 0.920- and 1.050-acre single-family residential lots. One of the new lots will encompass the existing single-family residence and the other lot will contain the accessory structure.

The proposed subdivision is adjacent to three local roadways, Jefferson Lane to the south, Poose Creek to the west and Pecan Lane to the north, as classified by the Mesilla Valley Metropolitan Planning Organization and Elevate Las Cruces Future Thoroughfare Map. Jefferson Lane currently consists of a 50-foot-wide fully improved roadway (i.e. sidewalks, curb and gutter, streetlights). Both Poose Creek and Pecan Lane remain as unimproved roadways. Poose Creek has been partially dedicated to the City of Las Cruces through deeds or subdivision plats, with the most recent being in 2004 and the applicant would not be responsible for improvements to this local roadway. The applicant is proposing to dedicate the required 25-foot-wide tract of land that is required for the future development of Pecan Lane. As this is classified as a local roadway, the applicant is responsible for a 50-foot-wide roadway cross-section of Pecan Lane, which consists of pavement,

curb and gutter, sidewalk and lighting. The applicant is requesting to waive 100% of the required road improvements.

The Development Review Committee (DRC) met on August 20, 2025 to provide a recommendation to P&Z to waive the required roadway improvements that are associated with Lujan Tracts. The purpose of the DRC is to review the technical components of subdivisions including infrastructure, utilities, and other public improvements. After some discussion on right-of-way improvements, the DRC voted unanimously for a recommendation of approval as the applicant is dedicating the required tract of land for future improvements. On October 28, 2025, the P&Z recommended approval for the road improvement waiver request by a vote of 5-0 (two Commissioners absent).

SUPPORT INFORMATION:

Exhibit "A" - Proposed Subdivision
Exhibit "B" - Findings Lujan Tracts Waiver
Attachment "A" - Staff Report for CASE 24CS4000008
Attachment "B" - October 28, 2025 Meeting Minutes

PLAN(S):

Other, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

P&Z, DRC

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 granting the 100% waiver to road improvements and affirm the P&Z recommendation. No road improvements shall be required for Pecan Lane in association with the proposed subdivision known as Lujan Tracts.
2. Vote "No"; this will deny the Resolution for the road waiver and reject the recommendation made by P&Z. Either road improvements or a payment in lieu of road improvements for Pecan Lane shall be required in association with the proposed subdivision known as Lujan Tracts.
3. Vote to "Amend"; this will allow City Council to modify the Resolution by adding conditions as determined appropriate.
4. Vote to "Table"; this will allow the City Council to table/postpone action on the Resolution and direct staff accordingly.

RESOLUTION 26-082

A RESOLUTION APPROVING A WAIVER FROM 100% OF THE REQUIRED ROAD IMPROVEMENTS TO PECAN LANE ASSOCIATED WITH A PROPOSED SUBDIVISION KNOWN AS LUJAN TRACTS ON A 2.05 ACRE PARCEL LOCATED AT 6401 JEFFERSON LANE.

The City Council is informed that:

WHEREAS, Libbin Underwood Engineering and Surveying on behalf of Jose Alonso Lujan, property owner, has submitted a request to waive 100% of the required road improvements for Pecan Lane associated with the proposed Lujan Tracts non-administrative replat; and

WHEREAS, Pecan Lane is an unimproved path that is made up of a 25-foot wide road easements and currently does not meet City Design Standards for its classification as a local roadway; and

WHEREAS, pursuant to Chapter 37 (Subdivisions), Article XII (Construction Standards) and Chapter 32 (Design Standards), Article II (Standards for Public Rights-Of-Way) of the 2001 Las Cruces Municipal Code, as amended, road improvements are required on streets adjacent to a proposed subdivision; and

WHEREAS, the Planning and Zoning Commission, after conducting a public hearing on October 28, 2025, recommended that said waiver request be approved by a vote of 5-0-0 (two Commissioners absent) based on the finding outlined in Exhibit "B", attached hereto and made part of this Resolution.

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

(I)

THAT the request to waive 100% of the required road improvements to Pecan Lane associated with the proposed subdivision and shown in Exhibit "A", attached hereto and made part of this resolution, be approved based upon the findings outlined in Exhibit "B"

(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

LUJAN TRACTS

A 2.05± ACRE REPLAT BEING A TRACT OF LAND SITUATED IN SECTION 24, T22S, R2E, NMPM OF THE USGLO SURVEYS; WITHIN THE CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO

SCALE: 1"=60' SEPTEMBER 4, 2025

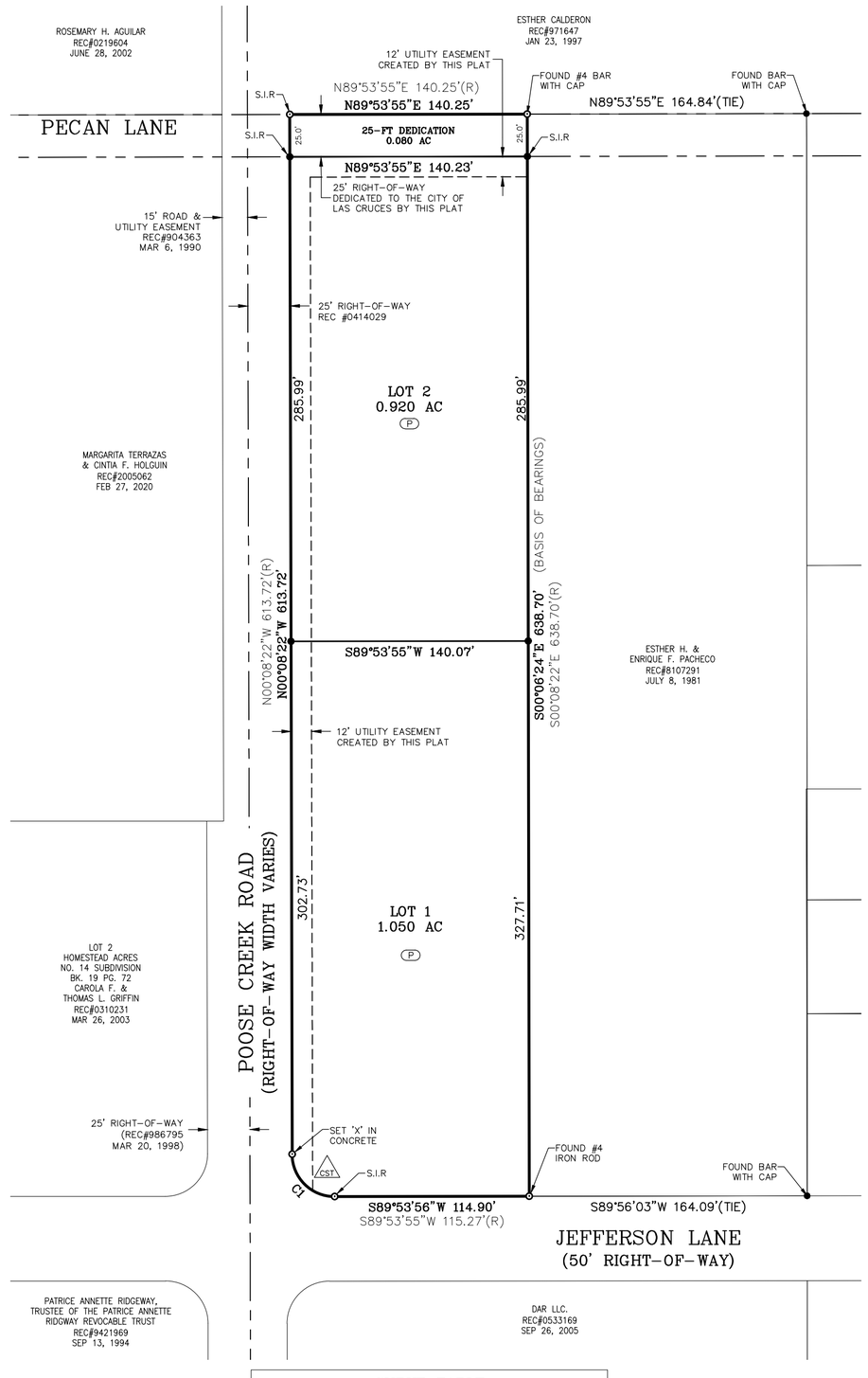
LEGEND

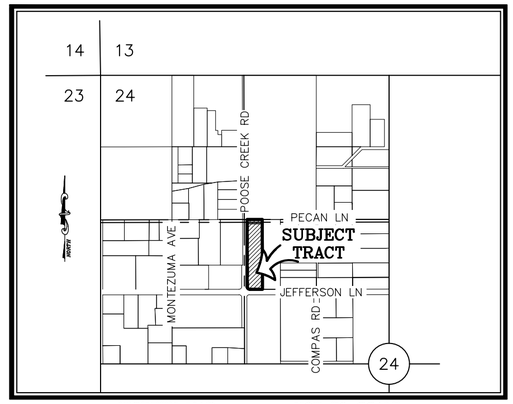
- BOUNDARY LINES & CORNER OF SUBJECT TRACT;
- NEW LOT LINES AND CORNER; SET #5 STEEL ROD w/PLASTIC CAP UNLESS OTHERWISE NOTED (NMPLS #5983)
- (P) DENOTES ON-LOT POND; SEE PLAT NOTE No. 2
- (F) FIELD MEASUREMENT
- (R) RECORD MEASUREMENT
- S.I.R. SET #5 REBAR W/PLASTIC YELLOW CAP; NMPLS#5983
- F.I.R. FOUND IRON ROD (TAGGED W/BRASS WASHER NMPLS#5983)

NORTH

0 30' 60' 120'

1"=60'





VICINITY MAP NOT TO SCALE

DEDICATION

THE 2.050± ACRE TRACT OF LAND SHOWN HEREON IS TO BE KNOWN AS: **LUJAN TRACTS.**

ALL RIGHTS-OF-WAY AND PUBLIC AREAS SHOWN HEREIN ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITIES WILL APPLY TO THESE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS, AS SHOWN ON THIS PLAT, IS ALLOWED.

THE SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON.

OWNER OF RECORD
JOSE ALONSO LUJAN &
VIRIDIANA PEÑA SOTO
6401 JEFFERSON ST
LAS CRUCES, NM 88001

INSTRUMENT OF OWNERSHIP
REC #2123020; FILED JULY 20, 2021

THE UNDERSIGNED OWNER, HEREBY SETS THEIR HAND AND SEAL THIS _____ DAY OF _____, 20____.

JOSE ALONSO LUJAN
6401 JEFFERSON ST
LAS CRUCES, NM 88001

VIRIDIANA PEÑA SOTO
6401 JEFFERSON ST
LAS CRUCES, NM 88001

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) SS
COUNTY OF DOÑA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,

BY JOSE ALONSO LUJAN & VIRIDIANA PEÑA SOTO.

NOTARY PUBLIC

DOÑA ANA COUNTY CLERK RECORDING BLOCK

PLAT NO: _____ RECEPTION NO: _____

STATE OF NEW MEXICO)
)SS
COUNTY OF DOÑA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS

_____ DAY OF _____, 20 ____ AT _____

O'CLOCK ____ AM/PM AND DULY RECORDED IN PLAT BOOK No. _____ ,

PAGE(S) _____ AND FILED IN THE RECORDS OF THE COUNTY

CLERK, DOÑA ANA COUNTY, NEW MEXICO.

DOÑA ANA COUNTY CLERK

DOÑA ANA COUNTY DEPUTY CLERK

PLAT NOTES:

1. THE SUBDIVIDER IS RESPONSIBLE FOR (A) ALL EASEMENTS, MAIN LINE EXTENSIONS, AND STUB-OUTS NECESSARY TO PROVIDE SEPARATE UTILITY SERVICES TO EACH LOT, AND (B) COMPLIANCE WITH ALL APPLICABLE CITY UTILITY STANDARDS.
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7. NEAREST FIRE HYDRANT LOCATED AT THE INTERSECTION OF JEFFERSON LANE AND WILT AVENUE (1184'±).
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CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	DIST

RECORD CURVE TABLE						
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CITY PLANNING AND ZONING COMMISSION APPROVAL

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CHAIRMAN DATE

SECRETARY DATE

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL OF THE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

DIRECTOR OF COMMUNITY DEVELOPMENT DATE

DIRECTOR OF UTILITIES DATE

DIRECTOR OF PUBLIC WORKS DATE

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED UTILITY COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION & MAINTENANCE OF (UNDERGROUND) (OVERHEAD) (UNDERGROUND &/OR OVERHEAD) (UNDERGROUND & DESIGNATED OVERHEAD FEEDER) ELECTRICAL FACILITIES.

EL PASO ELECTRIC COMPANY

_____ DATE: _____

COMCAST CABLE COMMUNICATIONS INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CORPORATION, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION & MAINTENANCE OF (UNDERGROUND) (OVERHEAD) (UNDERGROUND &/OR OVERHEAD FEEDER), (UNDERGROUND & DESIGNATED OVERHEAD FEEDER) CABLE/TELEVISION/INTERNET UTILITIES.

COMCAST

_____ DATE: _____

Qwest Corporation, d/b/a/ CenturyLink QC

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ABOVE TELEPHONE COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION & MAINTENANCE OF (UNDERGROUND) (OVERHEAD) (UNDERGROUND &/OR OVERHEAD), (UNDERGROUND & DESIGNATED OVERHEAD FEEDER) TELEPHONE FACILITIES.

Qwest Corporation, d/b/a/ CenturyLink QC

_____ _____ DATE: _____

Qwest Corporation, d/b/a/ CenturyLink QC DISCLAIMER

THIS PLAT IS APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEED TELEPHONE SERVICE TO THE SUBDIVISION.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT, MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS PLAT AND SURVEY IS A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

DATE OF SURVEY

LARRY O. UNDERWOOD, NMPEPS No. 5983
1430 W. AMADOR AVENUE
LAS CRUCES, NM 88005

LARRY O. UNDERWOOD NEW MEXICO 5983 REGISTERED PROFESSIONAL ENGINEER LAND SURVEYOR

LIBBIN UNDERWOOD ENGINEERING & SURVEYING
1430 W. AMADOR AVE. LAS CRUCES, NM | (575) 647-4329
PROJECT: 2280 | DRAWN BY: PA | SHEET 1 OF 1

Z:\UEL Team\UEI Land Projects\2022\2280 6300 Pecan Ln\2280 6300 Pecan Ln-Updated 06 25 25.dwg, 9/8/2025 10:31:56 AM, DWG To PDF.pc3

FINDINGS:

- Staff/Development Review Committee recommend approving the waiver as the applicant is willing to dedicate the necessary right-of-way for future expansion of Pecan Lane.

- The proposed request to waive road improvements meets the intent and purpose of the East Mesa Community Blueprint.

- The current roadway is sufficient and by not providing required improvements it does not increase other potential safety concerns.

- Following the goals and actions outlined in Elevate Las Cruces, the proposed subdivision will allow for the development of alternative housing types and is in context with the surrounding area.

ATTACHMENT "A"

Type of Action:
Planning & Zoning
Staff Report

Planning & Zoning Commission Staff Report

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ N/A		
Adopted:	October 28, 2025		
Drafter:	John Castillo	**Department:**	Community Development
Program:	Community Planning	**Line of Business:**	Community Planning

Title: **A REQUEST FOR APPROVAL OF A WAIVER TO THE REQUIRED IMPROVEMENTS FOR PECAN LANE ASSOCIATED WITH A NON-ADMINISTRATIVE REPLAT KNOWN AS LUJAN TRACTS. THE CITY OF LAS CRUCES DESIGN STANDARDS REQUIRES A SUBDIVIDER TO PROVIDE FULL DEDICATION AND IMPROVEMENTS FOR ANY ADJACENT LOCAL ROADWAY. THE APPLICANT IS PROPOSINGTO PROVIDE THE REQUIRED DEDICATION BUT IS REQUESTING A WAIVER TO THE REQUIRED IMPROVEMENTS. SUBMITTED BY LIBBIN UNDERWOOD ENGINEERING AND SURVEYING, REPRESENTATIVE. (CASE 24CS4000008)**

PURPOSE(S) OF ACTION:

Recommendation to City Council to waive 100% of road improvements.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

CODE UTILIZED:

2001 Zoning Code and Chapter 37, City of Las Cruces Subdivision Code.

PURPOSE:

Whenever it can be shown that strict compliance with the requirements of the City of Las Cruces Subdivision Code would result in a substantial hardship to the subdivider because of exceptional topographic, soil or other surface or sub-surface conditions, or that such conditions would result in inhibiting the objectives of this code, a waiver may be considered. The Planning and Zoning Commission (P&Z) shall review the recommendations of the DRC and approve, disapprove, or modify the waiver request. As in the case of this request, any waiver requests greater than 15 percent of the required standard shall be forwarded to the City Council with a recommendation by the P&Z that the waiver be either approved or denied.

LAND USE HISTORY:

In 1986 the City of Las Cruces annexed approximately 5,235.2 acres of land known as U.S. 70/Ease Mesa Annexation per Ordinance 0664 which included the land of the subject subdivision. The lot was zoned from A-2 (Rural Agricultural) to RM (Rural Mobile) in July of 1986 per Ordinance 0780. Then in August of 1987 the City amended the 1981 Zoning Code's RM zoning district to REM (Residential Estate-Mobile) per Ordinance 934. In 2004 the City of Las Cruces was deeded two 25-foot-wide strips of land abutting Jefferson Lane and Morningside Road, now known as Poose Creek from the subject property. Then in 2010 another 134 square foot tract of land was dedicated to the City of Las Cruces for the future alignment of Poose Creek with Jefferson Lane. Through a city funded project the full cross-section was built for Jefferson Lane, however Poose Creek remained an unimproved roadway. On the northern side of the property is Pecan Lane, which is

made up of two right-of-way easements which are 10 feet and 15 feet wide. Pecan Lane east of Poose Creek is a dirt trail.

PROJECT DESCRIPTION:

The proposed subdivision known as Lujan Tracts abuts three local roadways, which are Jefferson Lane, Poose Creek and Pecan Lane. As per the 2006 Subdivision Code, as amended, a subdivider is responsible for 100% of the street improvements within the boundaries of the subdivision. When improvements are required on streets adjacent to the subdivision or property boundary lines, the subdivider shall provide the street improvements as indicated by the street classification. The proposed subdivision abuts two unimproved roadways, Poose Creek to the west and Pecan Lane to the north. As Poose Creek was dedicated to and accepted by the City in 2004 through a deed, the applicant is not responsible for improvements on this local roadway. The applicant is proposing to dedicate the required 25-foot-wide tract of land for the future development of Poose Creek. As this road is classified as a local roadway the applicant is responsible for constructing a 50-foot-wide cross-section for Pecan Lane, which consists of pavement, curb and gutter, sidewalk and street lighting. The applicant is requesting to waive 100% of the required road improvements. If the proposed waiver to roadway improvements associated with the non-administrative replat does not get approved, then the applicant will be required to provide those required improvements.

SITE SUITABILITY:

The subject property is currently a developed parcel with a residential dwelling unit and accessory structure. The subject property is zoned REM and encompasses 2.05 acres. Pecan Lane is an undeveloped local roadway that is currently made up of a 10-foot-wide right-of-way and utility easement and a 15-foot-wide right-of-way easement. Water, sewer and gas utilities already exist and are adequate for the proposed new lots.

ACCESS/TRAFFIC:

Jefferson Lane is an existing fully improved local roadway which is not identified by the Mesilla Valley Metropolitan Planning Organization (MPO) Future Thoroughfare Map and the Elevate Las Cruces Comprehensive Plan Future Thoroughfare Map. Poose Creek is an unimproved local roadway that the applicant is not required to improve. Per Code, the applicant is required to provide dedication and improvements for Pecan Lane. The dedication is approximately 0.080 acre in size. However, the applicant is requesting a waiver to the required road improvements (i.e., sidewalk, curb and gutter, and asphalt), due to the fact that the northern portion of the right-of-way is not dedicated and the City will not be able to accept and maintain the roadway without full dedication from the adjoining properties.

PARK LAND DEDICATION:

The purpose of Park Land Dedication is to ensure that new master plans or subdivision developments allocate resources for accessible and useable parks and trails in accordance with the adopted Parks and Recreation Master Plan. As this is a request to waive 100% of the required roadway improvements and only associated with a subdivision, it is not required to dedicate park land or pay a fee in lieu of park dedication.

ELEVATE LAS CRUCES COMPREHENSIVE PLAN:

The property is located within an area designated as a Suburban Neighborhood Place Type as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. Suburban Neighborhood areas provide for low-to-moderate density residential land uses intermixed with areas of commercial development. The city also recognizes that the subject property is located within the East Mesa area, annexed in 1986, and does not meet any of the current development standards. The City's Infrastructure Policy Committee is studying the area in detail to determine a plan of action for the area and reviewing plans and policies to keep the roads in the area as rural in nature as possible.

FLOOD PLAIN:

The property is not located within a flood zone.

DRC/STAFF RECOMMENDATION:

On October 1, 2025, the Development Review Committee (DRC), which includes Community Development, Fire, Public Works, Parks, and Utilities Department Directors or designees, reviewed the proposed request to

waive 100% of road improvements for Pecan Lane. The DRC reviews the waiver requests from an infrastructure, utilities and improvement standpoint. After some discussion, the DRC voted to recommend APPROVAL of the request to waive the required improvements as the applicant is dedicating the required tract of land for future improvements of Pecan Lane. For addition information please refer to Attachment “D” for minutes of the DRC meeting.

ANALYSIS/ CONCLUSION:

The proposed Lujan Tracts road improvement waiver request meets all requirements of the 2001 Zoning Code and 2006 Subdivision Code. The proposed development is compatible with the surrounding area. In addition, the East Mesa Community Blueprint does have goals and actions to preserve the rural community character and ensure that infrastructure design and development take that into consideration.

NOTICE:

In accordance with the Subdivision Code, the Notice of Public Hearing was mailed to all property owners within 500 feet of the subject property. All comments and concerns will be discussed during the presentation regarding the proposed non-administrative replat request.

APPLICATION TIMELINE:

Applicant Submitted: January 18, 2024
Staff Returned: February 22, 2024
Applicant Returned:August 4, 2025
Staff Returned: August 15, 2025
DRC Recommended Approval: October 1, 2025

SUPPORT INFORMATION:

Attachment A - Zoning Map
Attachment B - Aerial Map
Attachment C - Proposed Lujan Tracts
Attachment D - 10-01-25 DRC Minutes
Attachment E - Findings Lujan Tracts Waiver

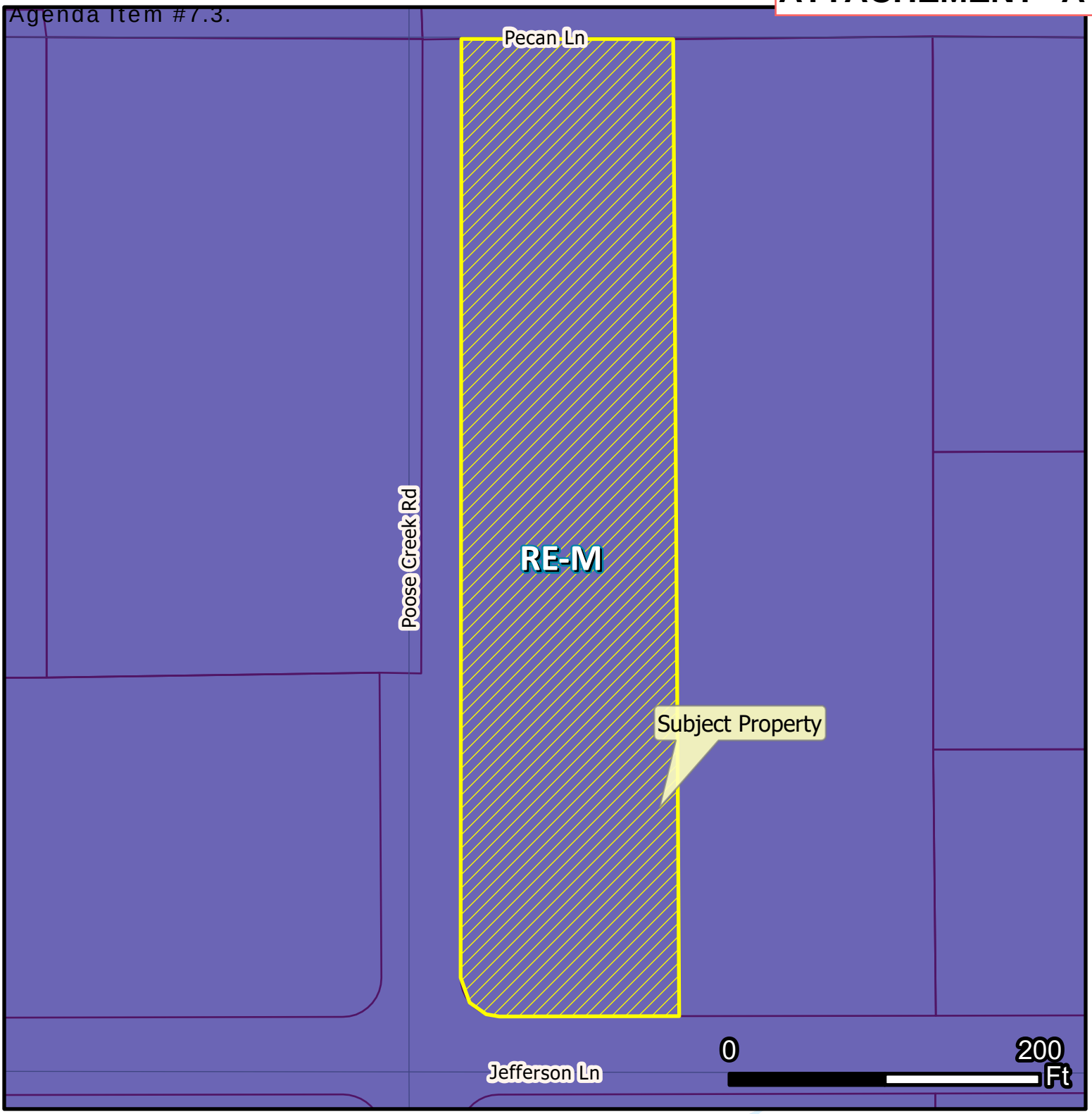
COMMITTEE/BOARD REVIEW:

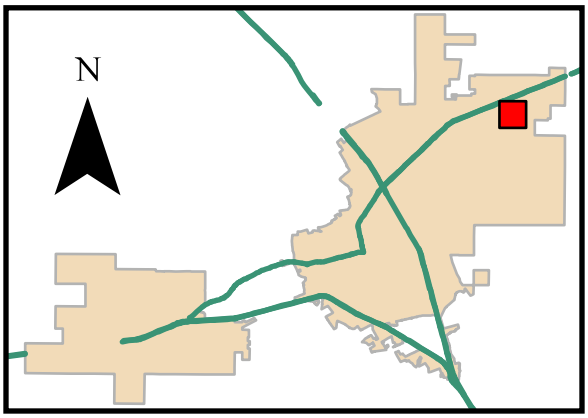
DRC

OPTIONS / ALTERNATIVES:

1. Vote "Yes" this will approve the proposed request to waive road improvements for the associated non-administrative replat known as Lujan Tracts as recommended by staff.
2. Vote "No" this will deny the proposed request to waive road improvements.
3. Vote to "Amend" this could modify approval of the proposed waiver by adding conditions as the Planning and Zoning Commission deems appropriate.
4. Vote to "Table" this will postpone consideration of the proposed road improvement waiver pursuant to further direction from the Commission.

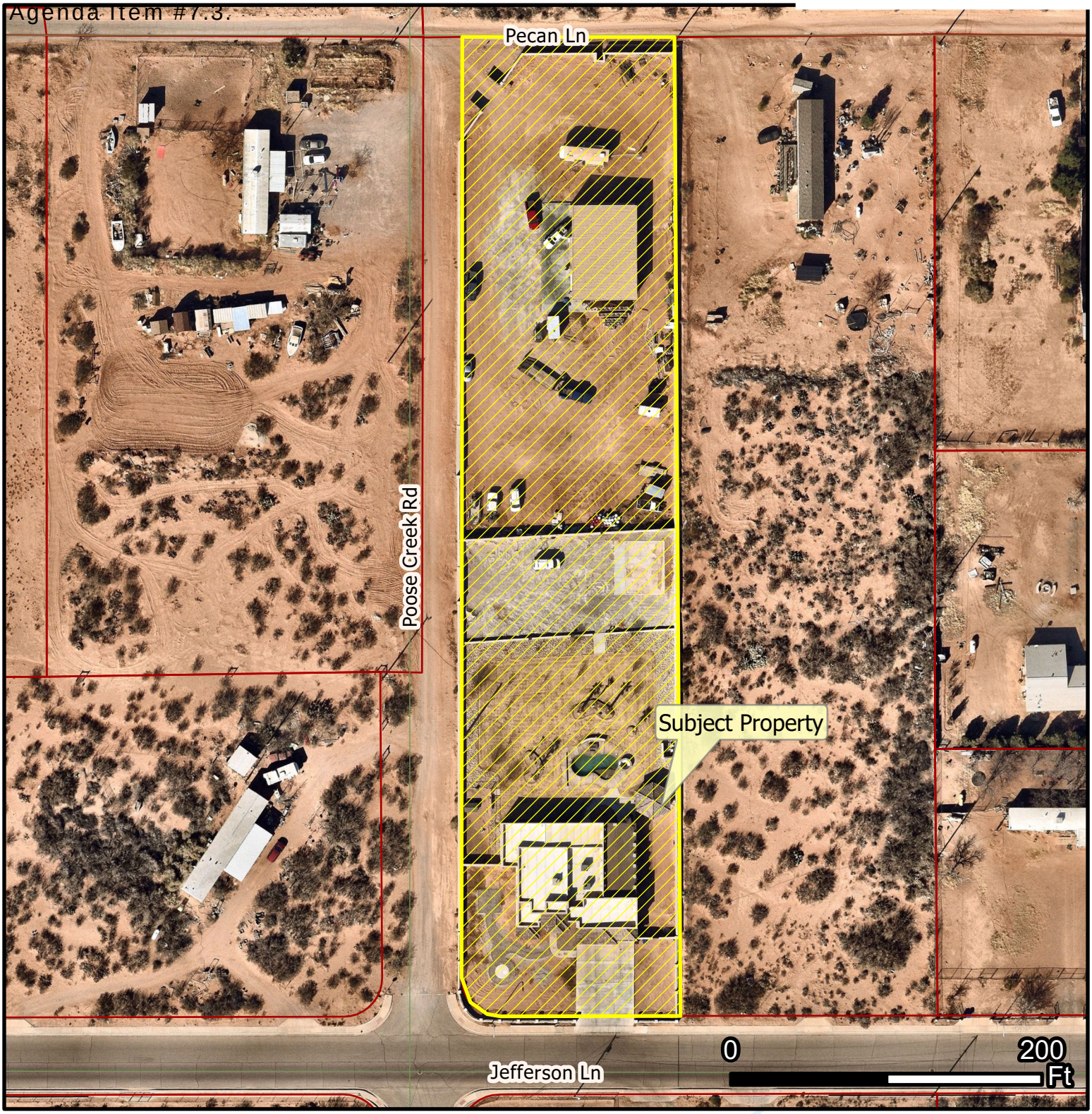
ATTACHEMENT "A"

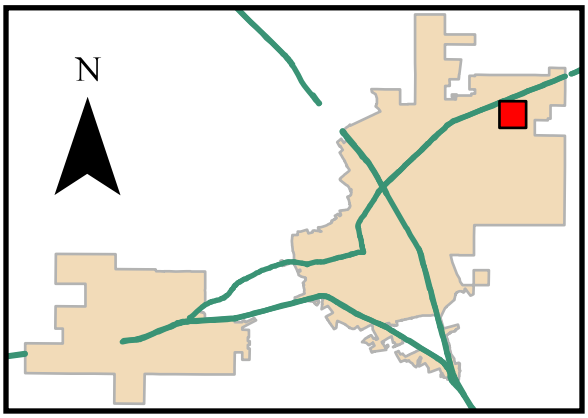




6401 Jefferson Lane
Lujan Tracts

ATTACHMENT "B"





6401 Jefferson Lane
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LUJAN TRACTS

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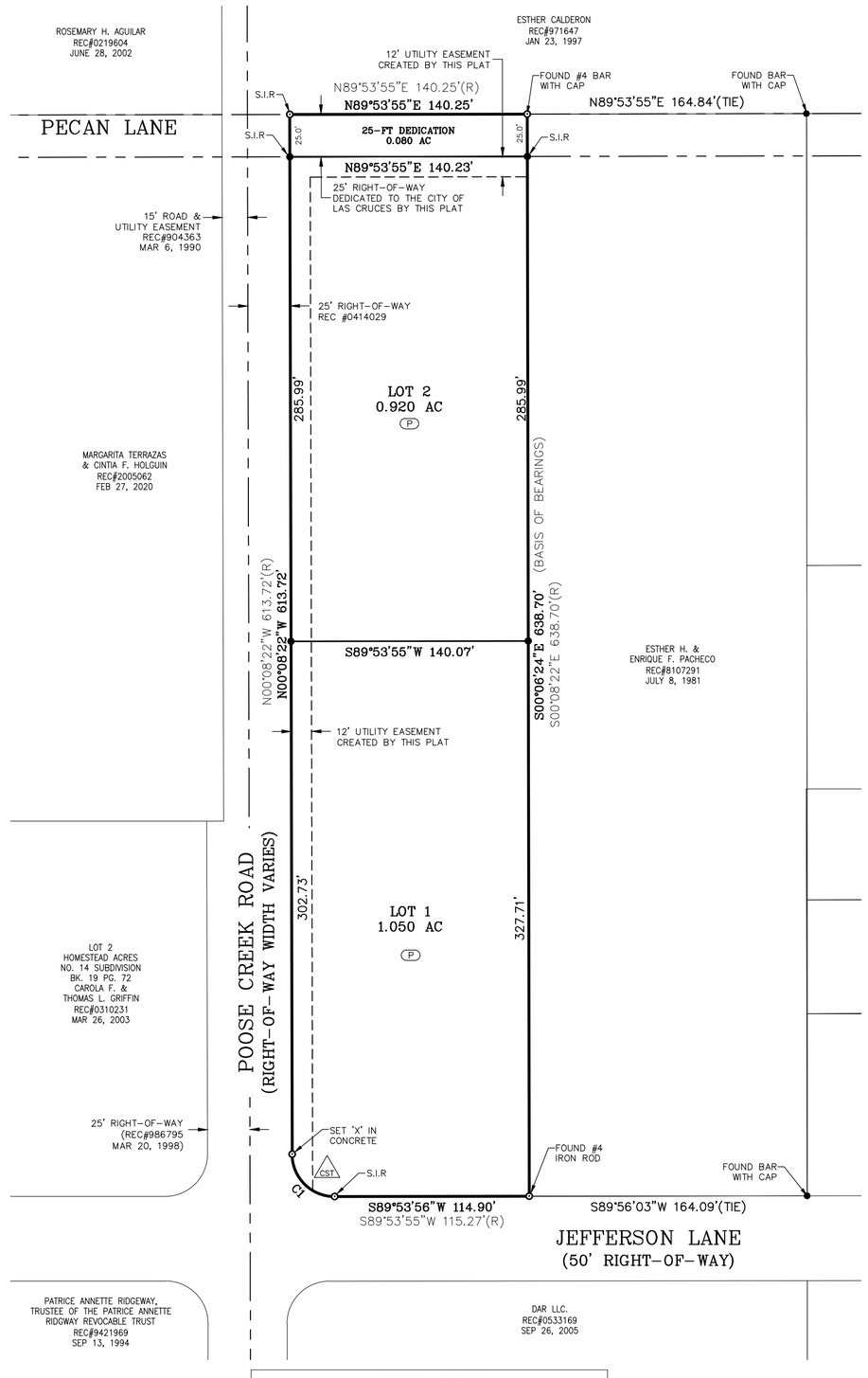
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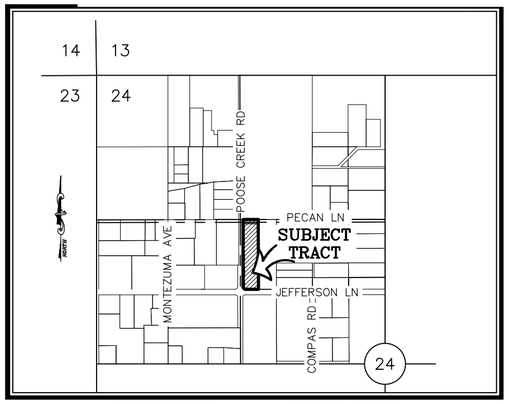
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OWNER OF RECORD
JOSE ALONSO LUJAN &
VIRIDIANA PEÑA SOTO
6401 JEFFERSON ST
LAS CRUCES, NM 88001

INSTRUMENT OF OWNERSHIP
REC #2123020; FILED JULY 20, 2021

THE UNDERSIGNED OWNER, HEREBY SETS THEIR HAND AND SEAL THIS _____ DAY OF _____, 20____.

JOSE ALONSO LUJAN
6401 JEFFERSON ST
LAS CRUCES, NM 88001

VIRIDIANA PEÑA SOTO
6401 JEFFERSON ST
LAS CRUCES, NM 88001

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) SS
COUNTY OF DOÑA ANA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____,

BY JOSE ALONSO LUJAN & VIRIDIANA PEÑA SOTO.

NOTARY PUBLIC

DOÑA ANA COUNTY CLERK RECORDING BLOCK

PLAT NO: _____ RECEPTION NO: _____

STATE OF NEW MEXICO)
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I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS

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CLERK, DOÑA ANA COUNTY, NEW MEXICO.

DOÑA ANA COUNTY CLERK

DOÑA ANA COUNTY DEPUTY CLERK

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CHAIRMAN DATE

SECRETARY DATE

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL OF THE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

DIRECTOR OF COMMUNITY DEVELOPMENT DATE

DIRECTOR OF UTILITIES DATE

DIRECTOR OF PUBLIC WORKS DATE

UTILITY APPROVALS

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED UTILITY COMPANIES TO THE SUBDIVISION.

EL PASO ELECTRIC COMPANY

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION & MAINTENANCE OF (UNDERGROUND) (OVERHEAD) (UNDERGROUND &/OR OVERHEAD) (UNDERGROUND & DESIGNATED OVERHEAD FEEDER) ELECTRICAL FACILITIES.

EL PASO ELECTRIC COMPANY

_____ DATE: _____

COMCAST CABLE COMMUNICATIONS INC.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CORPORATION, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION & MAINTENANCE OF (UNDERGROUND) (OVERHEAD) (UNDERGROUND &/OR OVERHEAD FEEDER), (UNDERGROUND & DESIGNATED OVERHEAD FEEDER) CABLE/TELEVISION/INTERNET UTILITIES.

COMCAST

_____ DATE: _____

Qwest Corporation, d/b/a/ CenturyLink QC

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO THE ABOVE TELEPHONE COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION & MAINTENANCE OF (UNDERGROUND) (OVERHEAD) (UNDERGROUND &/OR OVERHEAD), (UNDERGROUND & DESIGNATED OVERHEAD FEEDER) TELEPHONE FACILITIES.

Qwest Corporation, d/b/a/ CenturyLink QC

_____ _____ DATE: _____

Qwest Corporation, d/b/a/ CenturyLink QC DISCLAIMER

THIS PLAT IS APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEED TELEPHONE SERVICE TO THE SUBDIVISION.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT IT IS TRUE AND CORRECT, MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS PLAT AND SURVEY IS A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

DATE OF SURVEY

LARRY O. UNDERWOOD, NMPEPS No. 5983
1430 W. AMADOR AVENUE
LAS CRUCES, NM 88005

LARRY O. UNDERWOOD NEW MEXICO 5983 LAND SURVEYOR REGISTERED PROFESSIONAL ENGINEER

LIBBIN UNDERWOOD ENGINEERING & SURVEYING

1430 W. AMADOR AVE. LAS CRUCES, NM | (575) 647-4329
PROJECT: 2280 | DRAWN BY: PA | SHEET 1 OF 1

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ATTACHMENT "D"

CITY OF LAS CRUCES

DEVELOPMENT REVIEW COMMITTEE (DRC)

Following are the minutes from the City of Las Cruces Development Review Committee Meeting held Wednesday, October 1, 2025, at 9:00 a.m. in Room 1158.

DRC PRESENT: Adam Ochoa, Senior. Planner
Jimmy Moreno, Construction Management, Public Works
Cathy Mathews, Landscape Architect, Parks & Rec.
Carl Clark, Assistant Utilities Director
Kyle Arend, Engineer, Public Works

STAFF PRESENT: John Castillo, Planner, Community Development

OTHER PRESENT: Caitlin Frugoli, Libbin Underwood Engineering

1. CALL TO ORDER (9:00 a.m.)

Ochoa: I'm going to call this October 1st DRC meeting to order. Adam Ochoa for the record, Community Development. We have a couple items here.

2. APPROVAL OF MINUTES

2.1 August 20, 2025

Ochoa: First item we have is approval of the minutes of the August 20, 2025 DRC meeting. Do we have any changes? Seeing none. Can I have a motion to approve the August 20th DRC minutes, please.

Mathews: Move to approve.

Ochoa: Can I have a second?

Moreno: Second.

Ochoa: Jimmy Moreno seconded it. Thank you very much. All in favor signify by saying "aye."

MOTION PASSES UNANIMOUSLY.

Ochoa: All opposed. And we're good.

3. NEW BUSINESS

3.1 Case No. 23CS0500095: Lujan Tracts

- A request for approval of a non-administrative replat known as Lujan Tracts.
- The proposed subdivision encompasses approximately 2.05 acres, is zoned REM (Residential Estate Mobile) and located at 6401 Jefferson Lane.
- The subdivision proposes to subdivide one (1) existing lot into two (2) new lots that are approximately 0.920 and 1.050 acres in size.
- Submitted by Libbin Underwood Engineering and Surveying, Representative.

Ochoa: All righty. Next item, it's actually new business. We got a couple items here for a Lujan Tracts subdivision. John, you want to?

Castillo: Yes. So as you all know, this is kind of a repeat from August 20th. The applicant decided to change from a three lot subdivision to a two lot subdivision, so we just have to bring it back. But it's a non-administrative replat known as Lujan Tracts. It's approximately 2.05 acres. It's zoned REM, which is our Residential Estate Mobile. And it's located at 6401 Jefferson Lane. They're proposing to subdivide the one existing lot into two new lots that are approximately 0.920 and 1.05 acres in size. And this is submitted by Libbin Underwood Engineering and Surveying as a representative.

Ochoa: All righty. This did go through review a couple of times, right, John?

Castillo: Yes.

Ochoa: Okay. So now we're just here to re-review it because they're going from, instead from one to three lots, they're going from one to two. So I'll go around the table, see if anybody had any questions. Public works.

Arend: Have they changed the intended use of one of the lots?

Ochoa: The property is...

Arend: I think the question that came up is it appears to be commercial.

Ochoa: Correct.

Arend: Okay. But they are zoned REM, Residential Estate Mobile. So if there is any type of commercial activity going on there, it is going to have to cease to exist because they are zoned residential. So they will have to make sure they stick to the residential zoning of the property. Anything else Public Works? All righty.

Arend: No, sir.

Ochoa: All righty. Parks and Rec.

Mathews: No comments or questions.

Ochoa: Thank you very much. And Utilities.

Clark: No comments.

Ochoa: Thank you very much. All righty. Any outstanding comments from Community Development, John?

Castillo: No, no outstanding comments.

Ochoa: All righty. That being said, I guess can I have a motion to approve Case 23CS0500095, Lujan Tract subdivision?

Mathews: So moved.

Ochoa: Can I have a second, please?

Arend: Second.

Ochoa: Thank you very much. All in favor, signify by saying "aye."

MOTION PASSES UNANIMOUSLY.

Ochoa: All opposed. State none. This will move forward to the October 28th Planning and Zoning Commission meeting with a recommendation of approval.

3.2 Case No. 24CS4000008: Lujan Tracts Road Improvement Waiver

- A request to waive the required improvements to Pecan Lane associated with the nonadministrative replat known as Lujan Tracts.
- Pecan Lane is currently a 50-wide road access easement. The applicant is dedicating the required 25-foot-wide section adjacent to the proposed subdivision for future development.
- The City of Las Cruces Desing Standards Section 32-36.B states: A subdivider shall be responsible for 100% of the street improvements adjacent to the subdivision.
- Submitted by Libbin Underwood Engineering and Surveying, Representative

Ochoa: Associated with this is also a proposed road waiver for Lujan Tracts. John, you want to run this one down, please?

Castillo: Sure. So the applicant is requesting to provide no public improvements, but the dedication to the Pecan Lane. Pecan Lane currently is made up of a 25-foot road easement that encompasses the bottom portion of the property. So they will be dedicating that 25 feet, but they are seeking approval, or they're seeking to not provide those road improvements on the property.

Ochoa: Right. And as we all know per subdivision code, it is required. Anybody subdividing the property, they are required to provide all adjacent road improvements, which would be 100% of a Pecan Lane since it is a local roadway. But as we all see from the aerials here that Pecan Lane doesn't really exist right now. It's just a dirt road, essentially. But they are proposing to dedicate their required right-of-way. So that being said, we'll go around to the table again, see if anybody has any comments or questions. Public works.

Arend: None.

Ochoa: Thank you. Parks and Rec.

Mathews: Mostly out of curiosity, what is the property across Pecan Lane to the north of this property? It's just private property?

Ochoa: Yes, ma'am.

Castillo: Yes.

Mathews: Okay. No further comments or questions.

Ochoa: Thank you very much. Utilities.

Clark: No comments or questions.

Ochoa: Thank you. And anything outstanding from Community Development?

Castillo: No.

Ochoa: Nope. All right. Applicant, want to add anything?

Frugoli: Nothing from us. Thank you.

Ochoa: Thank you very much. All righty. Since no outstanding comments, I guess, can I have a motion to recommend the approval of our Case 24CS4000008, the Lujan Tracts Road Waiver improvements.

Mathews: So moved.

Ochoa: Can I have a second, please.

Arend: Second.

Ochoa: All right. All in favor signify by saying "aye."

MOTION PASSES UNANIMOUSLY.

Ochoa: All opposed. This will move forward with recommendation of approval to the Planning and Zoning Commission. And then finalization at City Council.

4. DISCUSSION ITEMS

Ochoa: Any other discussion items? Seeing none.

5. ADJOURNMENT (09:10 a.m.)

Ochoa: Can I have a motion to adjourn?

Mathews: So moved.

Ochoa: A second please.

Moreno: Second.

Ochoa: Thank you. All in favor signify by saying "aye."

MOTION PASSES UNANIMOUSLY.

Ochoa: All opposed. And we are adjourned at 9:10. Thank you, folks. Thank you.

_____

Chairperson

FINDINGS:

- Staff/Development Review Committee recommend approving the waiver as the applicant is willing to dedicate the necessary right-of-way for future expansion of Pecan Lane.

- The proposed request to waive road improvements meets the intent and purpose of the East Mesa Community Blueprint.

- The current roadway is sufficient and by not providing required improvements it does not increase other potential safety concerns.

- Following the goals and actions outlined in Elevate Las Cruces, the proposed subdivision will allow for the development of alternative housing types and is in context with the surrounding area.

CITY OF LAS CRUCES

PLANNING AND ZONING COMMISSION
FOR THE
CITY OF LAS CRUCES
City Council Chambers
October 28, 2025 at 6:00 p.m.

BOARD MEMBERS PRESENT:

Kent Thurston, Chair
Scott Kaiser, Vice-Chair
Enrico Smith, Member
Janet Acosta, Member
Joaquin Acosta, Member
Connor Murray, Member

BOARD MEMBERS ABSENT:

Crystal McCaslin, Member

STAFF PRESENT:

Chris Faivre, Director Community Development
Sara Gonzales, Deputy Director Community Development
Adam Ochoa, Senior Planner/Building Inspection Supervisor
John Castillo, Planner

1. CALL TO ORDER (6:00)

Thurston: Today is Tuesday, October 28, 2025, and approximately 6:00 p.m. My name is Kent Thurston, I'm the Chair. First matter of business today, we need to have a motion. We have Janet Acosta online, and we need to have a motion that she can participate virtually. So we need to have a vote, or a motion and a vote.

Kaiser: I'll make a motion to allow Commissioner Acosta to participate virtually.

Smith: I second.

Faivre: Okay, this is on the motion to allow Janet Acosta to participate via virtual. Commissioner Joaquin Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Connor. Murray. Sorry.

Murray: Yes.

Faivre: Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

Thurston: All right. Thank you.

2. CONFLICT OF INTEREST

Thurston: So moving on. Does anybody have any conflicts of interest for tonight, other than myself? Okay. I have one, which will be the first item that we're going to hear today. So I'll have to excuse myself on that one.

3. PUBLIC PARTICIPATION

Thurston: Going on to the next one, public participation. Is there any public participation that is not concerning the items on the agenda for today? Seeing none.

4. ACCEPTANCE OF THE AGENDA

Thurston: We will move on. And then, moving on to acceptance of the agenda.

Kaiser: I motion to accept tonight's agenda.

Murray: I second.

Faivre: This is on a motion to accept tonight's agenda. Commissioner Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Murray.

Murray: Yes.

Faivre: Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you. Did you get Acosta?

Faivre: We have Janet online.

Faivre: Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Thank you.

Thurston: All right. Now, do we need to do a Planning and Zoning minutes, or that goes with the agenda already? Okay.

5. PLANNING AND ZONING MINUTES – September 25, 2025

APPROVED UNANIMOUSLY.

6. NEW BUSINESS

6.1 Case 25CS0500021: A request for approval of a preliminary plat known as Mesa Crossings Subdivision. The proposed preliminary plat encompasses approximately 20.468 acres, is zoned NH-1S (Neighborhood-1 Suburban), and located on the southeast corner of Mesa Grande Drive and Peachtree Hills Road. The subdivision proposes 89 single-family residential lots and five tracts that will be utilized for drainage and right-of-way dedication. Submitted by Libbin Underwood Engineering and Surveying, representative.

Thurston: So first item of business, I guess I leave the room.

Kaiser: All right. So our first item of business tonight is item 6.1, a request for approval of a preliminary plat known as Mesa Crossing Subdivision. Looking for a motion to approve this item. We need a motion before we hear.

Ja. Acosta: I make a motion to approve as presented.

Smith: I second.

Kaiser: And we'll turn it over to staff for their presentation.

Ochoa: Thank you, Commissioner Kaiser. Adam Ochoa, Community Development, for the record. Before you we have a proposed preliminary plat for what is a subdivision that is known as Mesa Crossing Subdivisions. Subject property is located in the southeast corner of Mesa Grande Drive, Peachtree Hills, right next to what is the city limits up there in the northeast part of town. Subject property encompasses 20.468 acres in size. It is currently vacant or undeveloped and made up of several tracts of land. This proposed subdivision is one of our first ones that is actually following Realize Las Cruces development standards and design standards. That being said, it is zoned NH-1, as described as Neighborhood 1 Suburban in Realize Las Cruces.

Showing the subject property here, southeast corner of Peachtree Hills, Mesa Grande. As you can see this is just really a hodgepodge of nothing but single-family residential with a differentiating in lot sizes from over-acre lots to much smaller lots to the west. So just predominantly single-family residential area. Showing here the aerial, you can see again it is a vacant piece of property. The city limits is literally run through the middle of Peachtree Hills. So this is county to the north, city here to the south. Everything down here is city.

So the proposed preliminary plat is proposing 89 single-family residential lots in this subdivision. It is all being constructed in one phase, there will be no phasing done with this. Lots do range in size from about 1.24 acres to about just under three-quarters of an acre in size. The proposed subdivision also proposes five tracts of land, two tracts for drainage purposes and three tracts for right-of-way dedication and improvements that are associated with this subdivision. All five tracts shall be dedicated to the City of Las Cruces for ownership and maintenance.

Showing the plat here, as you can see it has two points of entry right off of Peachtree Hills here, Mesa Grande Drive as well. It kind of loops around within itself allowing for future potential extension of what is this road down here to the south, which is essentially nothing but easements in that area but they are dedicating that right-of-way there. I believe that is Jamison that I'm pointing at here right here. And then on the north side, they will be also dedicating their pro rata share for Peachtree Hills Road and their pro rata share for what is Mesa Grande Drive. Those roadways will be built out, Mesa Grande Drive will be built out to city standards. The Development Review Committee did approve an alternate cross-section for Peachtree Hills which includes a trail system that kind of mimics what is further west

on Peachtree Hills close to the schools in the Metro Verde area to kind of continue that type of development along that roadway.

Once that further analysis, we did see no life, safety, or welfare issues with this proposed subdivision. It does meet the objectives of a proposed preliminary plat as required by the subdivision code. And lots do meet the requirements and development standards of Realize Las Cruces. Lots also meet the requirements of the design standards of the City of Las Cruces. Proposed development is compatible with the surrounding area, essentially all single-family residential in the area.

Further improvements provided to the adjacent roadways, which includes Peachtree Hills and Mesa Grande Drive will also help with the better improvement or better connectivity in that area for the community. With that, staff did send out a public notice per required by code to all surrounding property owners as required by code. No comments or concerns were received by staff. The only questions what's going to be developed there, how many people are going to be living there, just general questions but no real concerns or comments.

On August 20, 2025, the Development Review Committee did review the proposed subdivision. The DRC does review subdivisions from an infrastructure, utilities, and improvement standpoint. After very minor discussion regarding the preliminary plat, the DRC did recommend approval of the proposed subdivision. With that, staff does recommend approval for the preliminary plat based on the findings, the Mesa Crossing subdivision complies with the requirements and standards of Chapter 37, which is our subdivision code of Realize Las Cruces. The preliminary plat is consistent with the existing development found within the surrounding area. Residential lots comply with all development standards of Realize Las Cruces. And of course, on August 20, 2025, the DRC did recommend approval for the proposed preliminary plan as well. With that, your options tonight is one, to vote "yes" and approve the preliminary plat as presented by staff. Two, to vote "no" and deny the preliminary plat. If denial is a way you want to vote, just remember different findings will have to be provided since staff is recommending the positive for this. Three, to vote to amend and add conditions to the preliminary plat as deemed appropriate by the Commission. Or four, table, postpone and direct staff and the applicants accordingly. That is the conclusion of staff's presentation. The applicant's representatives are here if you have any questions for them. And I stand for questions.

Kaiser: Thank you. Did the applicant representative wish to make a presentation or just standing by? You don't have to give a presentation. I'm just asking. Okay. Any questions from the Commission? Commissioner Acosta online, do you have any questions?

Ja. Acosta: I do not, thank you.

Kaiser: I have a couple. So my PDF got all screwed up here, so I'm going to try to read what I wrote. On the, so the easement, the gas line easement, can you describe how that's playing out? It was hard to tell if that is cutting through individual lots or if it is, if it is its own, I guess lot for all intents and purposes. In other words, no lot is crossing over that gas easement. Can you clarify that?

Ochoa: Mr. Chair. That is an easement, so it still is running through the private lots themselves, but that is a no-build zone area. No type of development will be allowed in that area. The only way we could remove that from those lots is if we created a tract to separate it from everything. But essentially that easement runs, as you can see, north from outside of the city limits all the way down south through 70 and down further south of the City, sir.

Kaiser: Okay. So homeowners could landscape there with the understanding that whoever owns that could come in at any time and rip it out and they're not obligated to replace whatever's there. Is that correct?

Ochoa: Mr. Chair. Just like any easement, including utility easements along your front property line, that is correct. Any type of improvements you do, if a utility company or whoever has interest in that easement or have the right to that easement, have the ability to go in there and do whatever work they need to in order to fix whatever issues or problems that is wrong with whatever lines are underneath that easement, sir.

Kaiser: Okay. I hope people do their due diligence when they purchase these lots. My next question is on the, so the bike path that the applicants were proposing. And I guess really the alternative cross-section for Peachtree Hills. You mentioned that its, the right-of-way is split by city limits and then county. How does that play with the cross-section that they're proposing here? In other words, is it going to get built out symmetrically or is the county going to say, well, our standards are a little different, we have an awkward road situation? Can you talk a little bit about that?

Ochoa: Yes, Mr. Chair. Multiple meetings were had by the applicant, the city, and the county to kind of discuss what is the alignment of Peachtree Hills. The county is actually looking at connecting the more western portion between, which is Mesa Grande and the other point further west. Road skips my mind, I believe it's Jornada, possibly. So they are extending their own road that way. And this roadway will essentially continue that same alignment east along this proposed subdivision. And then, so that will essentially be in the county on the northern side. And on the south side, there's area there for drainage issue, for drainage, things that need to be taken care of for the

city, as well as like a landscape, multi-purpose path, just like what you see in the Metro Verde area, which is still in the city on the other side of what is county right-of-way.

Kaiser: Okay. So I think that kind of leads me to my second question. So what guarantees if any that this path will continue to get built out and eventually connect with, and I have no idea the distance that we're talking about here/ But I drove out there it seems like it's a pretty significant gap between this intersect, basically the intersection of Peachtree and Mesa Grande. That's a pretty significant gap from what I could tell when I was out there and I don't know the distance. But what kind of guarantees are there that this trail ultimately will connect correctly?

Ochoa: Mr. Chair. What the city was pushing for is to have that trail continue at least in the city limits. The county themselves will be building a road and a sidewalk on their right-of-way area. So there'll still be some type of pedestrian connectivity at least in that chunk of the area. But the city at least, especially from the Parks and Recreation's standpoint is they would like to see that trail system continue at least within what is the city limits, sir.

Kaiser: And Peachtree Hill the entire way is half in the city limits? You're saying the county has promised to build a sidewalk, but I guess can you clarify who's building what and what guarantees do we have that this is going to connect?

Ochoa: My apologies. Yes, sir. So to clarify, the sidewalk is going on the actual roadway section that the county is building, which is within the county itself. You can kind of see it in this white part of the vicinity map here between Mesa Grande and Jornada to the west. That is what they're building to the road. And with that road they're putting in a sidewalk as well. So that's providing out a vehicular connectivity, but at least some type of pedestrian connectivity as well. Then when it comes into the city again, right here, that's when the city wanted a continuation of that trail system, at least within the city limits. This was the, I guess discussions that our Parks and Recreation department had with the applicant that they wanted to have that trail system continue, not just a sidewalk, that way we could have that multipurpose trail in that area. And not only that, this would set it up for it to continue also further to the east as more development comes in, since there is a lot of raw land to the east.

Kaiser: Okay. Thanks for the clarification. I think I'm just, I'm concerned that there's, that we're just going to end up with this hodgepodge of trail network that's not really contiguous or meaningful in any way. I mean, I appreciate and applaud the applicant for coming forward and offering this. I'm glad the city is open to it and wants to see it. But this piece with the county makes me a little nervous that there's no, it doesn't appear that there's a willingness to have a true network in this part of the city. So that's concerning to me. It

also, based on the vicinity map, it seems like there's at least one or two parcels to the west that may be developed in the future, where the roadway is getting improved. What mechanisms does the city have to ensure that those pieces are going to be built out consistent with what they're doing here?

Ochoa: So for clarification, do you mean these lots here, just on the other side of Mesa Grande?

Kaiser: Yes.

Ochoa: So that is the portion that is in the county.

Kaiser: That's the county.

Ochoa: That is the county. So the county will assure that that road gets aligned and hooks up with what the developers develop as well.

Kaiser: But they're only suggesting there's going to be a sidewalk, not a multi-use path.

Ochoa: Mr. Chair. That is correct. Sidewalk is what they budgeted for, because that's, they actually have it in their budget, is what the county told us. And that is what they got approved for, and they're just waiting to get that built.

Kaiser: Okay. That's disappointing. So then I guess my question is, was there any conversation then of how does this project fit into the larger infrastructure trail network that we're trying to build out? In other words, you know was there any discussion about, well, if we're not going to get a trail you know continuing down west to Peachtree, that maybe we should look at turning that corner onto Mesa Grande that's still on the city limits? Any conversation around that? I mean, it's great that there's a trail there, but if that's only a section of, I don't know how long that is, I mean not ideal. Ideal we've had an interconnected network.

Ochoa: Mr. Chair. That wasn't discussed, unfortunately. I believe Parks and Rec was just comfortable with continuing the Peachtree Hills trail system themselves in lieu of what it would be just like an actual park. The actual development to Mesa Grande, that's still up for question as well. That could potentially be redesigned. Mesa Grande is already, if you've driven down Mesa Grande it's is already kind of an accordion effect of different types of roads and how it's being built. Staff will have to wait to see in the future when somebody comes in to develop the rest of those properties further south to see if something else can happen along that. But right now, they're following the same cross section that's already been built on Mesa Grande. That is what they're proposing on their side, sir.

Kaiser: All right. I appreciate the explanation. Just wish we are a little bit, thinking a little bit more further ahead in our development patterns here and making sure that we actually end up with an interconnected network. I mean we interconnect our roads, no problem. We do that in our sleep. But sidewalks, multiuse paths, those are just artifacts that are just sprinkled around here and there throughout the city. There's no connectivity. And so I just encourage everyone to be thinking a little bit more thoroughly in those regards. I think those are all my questions. If there's no questions from Commission, I'll go ahead and turn to public comment. Does anybody here tonight want to speak on this item? Please raise your hand. I see one. All right. Come on down, sir. I'll give you three minutes. And before you speak, can I have you state your name so I can swear you in?

Lopez: Antonio Lopez.

Kaiser: And do you swear or affirm that the testimony you're about to give is the truth and nothing but the truth under penalty of law?

Lopez: Yes.

Kaiser: Go ahead, sir.

Lopez: I just had a question. I live up there on Peachtree where the pipeline runs in between two of my properties. I got two homes there. Now, I didn't quite understand from Mesa Grande to I believe it's Mesa Road. Is that going to be blacktop? Are they doing anything with that road there, that dirt road, Peachtree itself?

Kaiser: If you have any other questions, go ahead and ask them now and then we'll answer.

Lopez: That's all I want to know.

Kaiser: Okay. Thank you, sir. We'll get an answer for you. I believe the answer is yes, but I'll let staff respond.

Ochoa: Mr. Chair. The road actually will not be extended all the way east to Mesa. They are only responsible for the roadway that's in front of their subdivision. So they will be building from essentially Mesa Grande to the edge of their subdivision. That one, because they were proposing this initially to go all the way to Mesa, but unfortunately because of ownership of the land, easements not existing on there, and then I don't know if you could tell here, there are some lots here that are right next to where that right-of-way would have to go, that would have made it almost pretty, well it made it extremely

difficult to build that type of roadway without actual takings and so forth like that happening, sir.

Kaiser: And to clarify, the road that they'll build is asphalt?

Ochoa: That is correct, sir.

Kaiser: Yes, thank you. All right, anybody else wish to speak on this item? All right, seeing none. We'll go ahead and come back to the Commission. And if there's no final comments, looking for a motion to, or sorry, I guess we're just going straight to a vote.

Faivre: This is on the vote to approve item 6.1. Commissioner Joaquin Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Commissioner Murray.

Murray: Yes.

Faivre: Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair is absent. Thank you.

Kaiser: With Commissioner Murray departing, do we need to do anything or? Okay, good luck on your knee surgery.

6.2 Case 25CS0500095: A request for approval of a nonadministrative replat known as Lujan Tracts. The proposed nonadministrative replat encompasses approximately 2.05 acres, is zoned REM (residential estates-mobile) and located at 6401 Jefferson Lane. The subdivision proposed to subdivide one existing lot into two new lots that are 0.920 and 1.050 acres in size. Submitted by Libbin Underwood Engineering and Surveying, representative.

Ochoa: All righty. For the next item, Mr. Chair, just a reminder, you will need to suspend the rules to hear both cases together, 6.2 and 6.3. Afterwards, then vote to reinstate the rules as well. Right.

Thurston: Right, but first we have to have a motion to hear, right? Don't we got to have a motion to hear 6.2? So, we need to have a motion to hear 6.2 and then after we have that, then we need a motion to suspend the rules to hear both of them together.

Ja. Acosta: Mr. Chair. I make a motion to hear 6.2.

Smith: I second.

Thurston: Okay, now we need a motion to suspend the rules so that we can hear 6.2 and 6.3 together.

Kaiser: I make a motion to suspend the rules to hear item 6.2 and 6.3 together.

Jo. Acosta: I second.

Faivre: This is on a vote to suspend the rules and hear item 6.2 and 6.3 together. Commissioner Joaquin Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Commissioner Murray is absent. Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

Thurston: All right, we're going to turn it over to staff for the presentation.

Castillo: Good evening, Commission. This is John Castillo for the record. Today, we have Lujan Tracts non-administrative replat and a waiver to road improvements. The current conditions of the property, it's located at 6401 Jefferson. It encompasses approximately 2.05 acres. It's a developed parcel of land with a residence and accessory structure. The current zoning of the property is REM, which is our residential estate mobile. And it's located within the suburban neighborhood place type, predominantly surrounded by single-family residential development of similar style.

Here's a zoning map to show that everything around it is REM. Here's an aerial map to show the subject property. So the proposal for the non-administrative replat is looking to subdivide the existing lot into two new lots. Lot 1 will be 1.05 acres. This will be accessed from Jefferson Lane and Poose Creek. This one will be the one that will house the residence on it. Lot 2 is going to be 0.92 acres, which can be accessed from Poose Creek Road and Pecan Lane. This is going to be the one back in the aerial image that has the accessory structure on it.

The second proposal that we have is to waive the road improvement requirements associated with the subdivision. Pecan Lane is a 50-foot wide cross section, which... or Pecan Lane will need to be developed to a 50-foot wide cross section, including pavement, sidewalk, curb, and gutter, and lighting. The property is requesting to only dedicate a 25-foot wide tract of land for right-of-way with no improvements.

Here on this image, you can see how it's going to be split. The tract of land that they're dedicating is going to be up to the north of the property. Notice was sent to all relevant agencies and departments. Oh, I apologize. Let me go back to the proposal. From the aerial image, you can see that Poose Creek is an undeveloped road. Back in 2004, this was dedicated to the City of Las Cruces through a deed, so they are not responsible for creating any kind of improvements along that right-of-way. Notice was sent to all surrounding properties within 500 feet. Staff did not receive any e-mails or phone calls at that time. So the Development Review Committee, or DRC, reviews subdivisions from an infrastructure, utilities, and improvement standpoint. On October 1, 2025, a meeting was held where we discussed dedication of parkland, as this is transitioning from our 2001 code to the new Realize Las Cruces. As this was started back prior to the adoption of Realize Las Cruces, they would not be required to provide any dedication of parkland or pay a fee in lieu of if the plat can be filed on or before December 31st. So DRC unanimously recommended approval with a condition for the non-administrative replat. They also provided an approval to waive the improvements of the right-of-way. Staff recommends approval based on the following findings; based upon the review by relevant City staff the proposed non-administrative replat complies with the requirements and standards of the City of Las Cruces subdivision code. The proposed

subdivision that is being created by the non-administrative replat complies with all requirements of the zoning code as amended and Chapter 37 of the Las Cruces Subdivision Code, as well as the newly adopted Realize Las Cruces. The proposed subdivision also follows the goals outlined in Elevate Las Cruces Comprehensive Plan. The proposed waiver to road improvements meets the intent and purpose of the East Mesa Community Blueprint. And DRC recommended approval with a condition for the non-administrative replat, and also provided an approval recommendation for the waiver to road improvements. So today your options are to vote "yes" to approve, vote "no" to deny, vote to amend, or vote to table.

Thurston: Thank you. So you want me to open that up to public comment first? All right. I'm going to, is there anyone in the audience that would like to speak on or I guess I should also ask if the applicant also has a presentation for us as well before we go on to comments. It's up to you. Okay. Let's go on to public comment then. Does anybody in the public have any comment on this particular one? Okay. Seeing none. We will move on to, do any of the Commissioners have any comments?

Kaiser: Yes. I'd like just clarification on what roadway we're talking about when it comes to the waiver because I think the staff report mentions it's Pecan Lane, but I think in the presentation you were referring to the other road.

Castillo: Mr. Chair, Commissioner Kaiser. You are correct. It is Pecan Lane that they are asking to seek no improvements to, which is to the north of property. I did mention Poose Creek, which is also an undeveloped right-of-way at this time. When the city was building out Jefferson, they did acquire some right-of-way here at the corner of Poose Creek and Jefferson. And at that time the property owner did dedicate the rest of the remaining right-of-way to the city. It just hasn't been built out at this time.

Kaiser: Okay. But, they're asking a waiver for both or just?

Castillo: No, they're seeking only to do a waiver for Pecan Lane, which is to the north.

Kaiser: Okay. And then for the other road, they're going to build out their portion?

Castillo: No, they won't be required to build out their portion. The city at a later time will be required to build out that portion.

Kaiser: Oh, because they already dedicated. Got you. Okay. Okay, thanks for the clarification.

Thurston: Okay. Is Poose Creek not a local?

Castillo: Mr. Chair. Poose Creek is a local.

Thurston: So help me understand the rules then. I thought on locals if you're subdividing you would have to put in all the improvements. So would that not mean that they should be getting a waiver for both of those roads?

Castillo: Mr. Chair. You are correct. According to the subdivision code, they would be required to dedicate all, to dedicate a 25 foot wide tract of land and provide a full cross section for Poose Creek. However, as Poose Creek was dedicated and deeded to the City of Las Cruces back in 2004, we now remain ownership of a portion of Poose Creek.

Thurston: But just for clarification though and for them not having to put it in, should they not have a waiver for Poose Creek as well?

Castillo: Mr. Chair. They don't need a waiver for Poose Creek as it's already city right-of-way. It is now the city's responsibility to build that up.

Thurston: Okay. All right. That just for some reason was an interesting one. The intended, I guess the intended use is still going to just be residential. Is that correct? In the split?

Castillo: Mr. Chair. That is correct.

Thurston: Can you go back to the picture for me real quick of the aerial? That one right there. I only have one, seeing that there's no neighbors here. I'm not too worried about it because there's already been activity going on out there. My only one concern would be how much traffic would be going through the dirt roads. But I guess my issue is more of Poose Creek. But since the city is responsible for putting that in later, then I don't really have an issue with it. But I was just thinking the amount of traffic to go into the back there where you have all of these trucks. And it looks like there's work that kind of goes on in the back there. There would be some improvement that would be needed for those roads. But the neighbors aren't here either. I think that's just my observation of one little bit of concern on it of the waiver. Does anybody else have any concerns?

Smith: No. Actually, you asked the questions that I had.

Thurston: Okay. So now we'll go to a we got a, we got to, let me see how to do this now. We will now have a vote on 6., we need a motion to vote. No, not a motion, we're just going to call a vote for 6.2. Okay.

Faivre: This is on the motion to, this is on the vote for item 6.2. Commissioner Joaquin Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Commissioner Murray is absent. Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

6.3 Case 24CS400008: A request for approval of a waiver to the required improvements for Pecan Lane associated with a nonadministrative replat known as Lujan Tracts. The City of Las Cruces design standards requires a subdivider to provide full dedication and improvements for any adjacent local roadway. The applicant is proposing to provide the required dedication but is requesting a waiver to the required improvements. Submitted by Libbin Underwood Engineering and Surveying, representative.

Thurston: Okay, now we need a motion and a second on 6.3. That's not to hear it or it is to vote.

Kaiser: I'll make a motion to approve item 6.3.

Smith: I second.

Faivre: This is on the motion is on the vote for a case number 6.3. Commissioner Joaquin Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

6.4 Case No. ZCA-25-01: An ordinance repealing and replacing chapters 34, 35, 36, 37, and 38 of the Las Cruces Municipal Code, in its entirety with the corresponding zoning map as presented.

Thurston: All right. We're now on to 6.4 for staff presentation of the ordinance of repealing and replacing chapters.

Kaiser: I make a motion to recommend approval for item 6.4.

Smith: I second.

Thurston: Time is yours.

Gonzales: Good evening. Sara Gonzalez with Community Development. Before you is the proposed amendments for Chapters 34 through 38 of the Las Cruces Municipal Code and adopting the zoning map as presented. As everyone knows, Realize Las Cruces did get adopted on February 18, 2025 earlier this year. Through the process, we have worked with the community and found different areas in which we need to do some minor amendments. And this is just understanding that once you provide code and you start to implement it, you do tend to find changes that need to be basically rectified. And so that's what we're doing today.

We did make that promise to Council that we'd be coming back every year to see things that as we develop, are they working? Are they not? And what changes do we need to make. So just to remind everybody of what these chapters are, we did have Chapter 34, which was our general provisions, took care of essentially definitions, roles of parties, and then our noticing requirements. Chapter 35 was historic preservation. We did Chapter 36, which is our zoning regulations, which outlined the development standards for development of properties, development of lots and sizes, as well as architectural structures. Chapter 37 is our subdivision regulations that basically clarify what you would need as far as a minor or a major platting process. Chapter 38 was our development standards, which included roadways, park dedication, land uses that were going to be

designated for any of our assigned requirements or outdoor lighting. And then last, we'd have an updated zoning map.

So to go into some of the major details that were located within our code, we did not outline everything through the presentation, as some of it was going to be just either minor clarification to explain essentially what the statement was in our code. These are going to be more of our highlighted roles of which we've actually modified or changed. And so for us, in Chapter 34, in general provisions, we've revised the roles and responsibilities, City Council approving vacations. It did have prior going from P&Z to City Council. Currently, we do have it just going to City Council. The reason we do that is because they are accepting and vacating that right-of-way.

DRC approval for road waivers and improvements. Through our DRC board, that's where we are working through what improvements would be required. Then they would have the appealing body going to City Council if there's ever an appeal for roadways or waivers that we want to see to be accepted.

We've expanded and clarified the definitions. A lot of them came in from the erosion control. And so we do follow a lot of the EPA standards for dust mitigation, dust suppression. And so we clarified what some of those meanings are as well as added. Some of them were to eliminate. We had areas where it said DUA, deferred it, you know, number 37. And then we said dwelling units per acre. We eliminated some of those items. We then have fencing and rock wall structures. And we've clarified what a retaining rock wall is to the public to understand that if you're retaining you know more than two feet, that's considered a retaining wall. So we clarified some of those definitions so that way there's more of an understanding from the public when they read our code.

When we get into Chapter 35 for historic preservation, we only had one modification. Our primary goal is to get everybody through that process for review. Being that they were waiting on to a noticing period of possibly one to two months puts us into a different standard. And so we were looking at modifying it to a 72-hour agenda notice just because we do see our winter months coming. We have a lot of renovations where we see either windows or door replacement. Those actually go through review through our review boards. And so putting them into a two-month time frame where when you're starting to get in colder weather, that could actually trigger a lot of issues or concerns for us. Our design review board you know can come in, still see all of these and make the recommendations and make sure it's still following the guidelines for historic buildings.

When we look at Chapter 36 under the zoning regulations, we started to look at modified heights for some of the building stories. What we were

finding if you had possibly an ADU, accessory dwelling unit in your backyard, they were limited. If they did a two-story, they were limited to you had to meet a 16-foot height for a floor. We realized that is not what's comparable to the area. And so we started looking and seeing what's more comparable. We're looking at nine foot or so. So we removed and conformed to what the building heights were around everyone. We also noticed that secondary fronts were not included in our code. So a lot of the questions we received from the public was, what is our secondary front yard setback? So we included those to follow essentially their front yard setback as what you would normally see in the front. So we're trying to still keep our urban area where we were building buildings closer to the sidewalks. You're maintaining your suburban area and maintaining that 12-foot utility easement you see. And then your rural areas, you're still pushing those buildings back. We also added the garage setbacks to NH-3, knowing that we are starting to see some of our residential development come in. And so there are areas where they are looking to put in garages. So if they do put those in, we've given them those setbacks to where they actually know what definition to provide in. If you have a 12-foot setback into the urban core, we know you're probably not going to have a driveway in front of it, you're probably just going to have a garage that's going to be closer to your building front yard setback. And so we looked at some of those dimensions to make sure there was compliance with what the area may already have, maybe some of the averages within some of our urban core.

Some of the other changes we made for non-conforming, we added change in land use because it was not there before. And what we tend to see is that we end up getting a higher increase in intensity for properties. When you're in a non-conforming lot, if you see a change in increase, then we want to make sure that they're coming into compliance with our current codes as much as possible. There's also updates to our land use table. These are to list some of them that we did. Temporary construction yards, we did allow them in all of our districts, but are open space or drainage. Because we tend to find that temporary construction yards, you're going to build wherever you're able to build at. So they usually will use a vacant yard that's next door. They are for temporary purposes. They still follow our standards. They still have to put up a fence, maintain noise compliance, but allowing that to be in any of the districts because asking someone to go six blocks away because that's the only zone they can go in is a hard demand. When you're looking at sober living facilities, we added in essentially the group home allowances. So our group homes were taken out, but we do know that we have sober living that addresses substance abuse, alcohol abuse, and basically you're living in a home without being required to have support from the court system, from any medical services. You're a group home, so you're limited to 10 people right now. That's currently what we run to where basically you're helping one another get through that program or that process.

When we looked at indoor and outdoor entertainment venues, we did make them permitted by right in our light industrial and heavy industrial. The reason we did that is because that's where we tend to see a lot of our larger lots being available. So if you're looking for something that's going to be of an outdoor venue or an entertainment, it's very hard to do on something that's probably half an acre in size. So we didn't want to take those out knowing that there are still you know noise requirements or locations, and so you're looking for venues where you have larger land to provide some of that entertainment. That could include you know soccer fields, baseball fields, but you're in an area where you would not be impacting residential uses as well.

We go to professional offices. We did put limitations on the square footage in NH-1. That was one of the things that we did forget to add. And so we made sure that the limitation was a 3,000 square feet if you were going into that residential neighborhood, just to ensure that you're still complying with what the neighborhood homes are.

Animal raising, we did limit to minimum of a half an acre in size, and we've had several phone calls and several questions about can we now do animal raising within town. There are still restrictions and requirements through animal control code compliance as far as the restrictions, and so animal raising, when you have a larger lot, you have a little bit more availability to give yourself that separation from those neighbors. So we did put consideration into it's allowed, but we do want to go and maintain that by a lot size.

We did simplify the documentation for carports and accessory structures. For carports right now, we are seeing a lot of them coming in, and so we simplified the process as to provide them a document that they would be able to file at the county's office because the one thing we do want to ensure is that knowing that you're building in a utility easement, there's always that impact that if a utility company comes in, you're at that risk by building in their easement, and so we want to make sure that transfers in title. So if someone's purchasing that property, they have that same understanding that someone built it, and someone knows that it still can have something happen to it.

When you go to home occupations, we did not have any restrictions on vehicles, and so we did add in that you can have one business vehicle, but it should be limited to a size. 110 has been our standard and has worked throughout the business course to just ensure that it's still compatible with those residential neighborhoods.

We move on to Chapter 37, which would be subdivision regulations. The minor platting process we modified just to allow essentially, it would be an administrative review when public improvements are existing. What that means is if you were to come in, we've seen a lot of non-administrative replats come in. The roadways are already there, the infrastructure is already there, but they're having to wait to get onto the next agenda, which could be one or two months, and then once they get onto that agenda, they're following code, so they've met our subdivision standards. What we're looking at is if those public improvements are already there and you're just having to tap into it, and you meet our subdivision code, meaning you already meet your zoning requirements for a subdivision, that would now be done administratively. It's when you have to put in those public improvements that that becomes a concern as we need to make sure you do have right-of-way, you do have utility infrastructure going in. And so that's where we would be using essentially our major platting process.

For modified, or for master plans we did modify the requirements to say that you would not need a master plan if you were not more than two phases and less than 40 acres. Most of our bigger developments that are coming in, you can do up to probably about 180 lots or so in 40 acres is what we're seeing, but they can be built out into one phase or two. We would consider that using our major platting process, still a preliminary plat that would still be coming before P&Z for approval. That doesn't change any of the requirements for the parkland dedication. It doesn't change the roadway cross sections. All it does is modify the process in which they take. And so they would still not require necessarily a master plan because you could do that in one phase, and it could all be the same land uses with a park generated in the middle. And so to eliminate that process, we've just said you can use the master planning process depending on what is actually being done on the property.

We modified the TIA standards to reflect trip generation. In our code we have now reflected that a trip generation will tell you which three you follow in a traffic impact analysis, so which one you will qualify for. So we made sure to clarify that the trip generation is what you should be submitting to staff first to identify which of the next three steps you're going to have to follow. That way you're not, one, spending more money on a TIA that may not be required, and then two, ensuring that we're getting the right mitigation compliance.

For the updated flood zone documentation requirements, we are requesting on certain flood areas that they submit the LOMRs and CLOMRs ahead of time so that way we can address some of the flood concerns that we've been seeing populating throughout subdivisions.

On Chapter 38, under the development standards, we are looking at the outdoor lighting ordinance. We did simplify the language, but everything is still being maintained. And so we made it easier for the public as well as staff to actually use the documentation, but still get the overall goal for our shielding and our light requirements. And we also added in for development ID signage. We never had a definition in there. We see a lot of developments that will come in. You see subdivisions. You see different developments that want a development ID sign. You'll see those through Metro Verde because they will call out their subdivisions. And so we made sure we added a definition and then required the location, the size, and the dimensions.

Under roadway sections, we did do a lot of clarifying as far as what would be allowed and required. We did not modify our cross-sections. I think that would be coming probably next year if we start to see that we're getting a lot of deviations to our standards. If we have DRC approval for a lot of those, we'll probably reconstruct and see where we need to be moving forward after we start using the code a little bit more. So the things that we did modify was just to make sure the curb is included in the parkways, multi-use paths, sidewalks, and median width so that way everyone knows that that is part of that right-of-way. The cross-sections are illustrative minimums. So when you look at our code, it does say these are the minimum standards and DRC can modify as necessary or based on your area. We say illustrative because when you look at the images, you have trees that are located further to the right-of-way or to the opposite side. We want the lighting to be now going into essentially what we're calling the street furniture easements. So there's 12-foot utility easements that are located on final plats when they're coming in. That's where we want to see our streetlights and poles going just because with the six-foot sidewalk and the pole base, we're noticing that they are starting to impede onto our pedestrian traffic. And because we are meeting as you know as part of our requirement, the PROWAG standards for accessibility, you do have to maintain a five-foot clear path. Those streetlights are now coming into question because they're impeding on that path. So we're making sure we're making the right directions to go forward and open up those sidewalks in those areas. Lastly, we have the stacking lane at a minimum of 85 feet to 100 feet. Our code originally said that you would need a TIA for any stacking lane. We know that through our developments and through some of our driveway standards, 85 feet to 100 feet will usually maintain what a driveway would need to be or a stacking lane when a development comes in. We also do look at essentially the trip generation anyway, just because it's going to tell us if they do have an impact that we may have to increase that length based on their trip generation and their actual counts per day.

The one thing I do want to mention that was not on the presentation, but I did find it and I think it is one of those things to clarify. During Planning and

Zoning Commission when we did our meeting in October of last year, there was a recommendation and a request by the Planning and Zoning Commission and it was also approved by City Council to put in alternatives to parkland dedication. That was not included when we did the rewrite and so we have now amended that and we did put the language into those. So under page 394 of the improvements, it did put in other substitutions. We wanted to make sure that those substitutions were included just because that could be a specialty park that's less than three continuous acres, that could be in combination of parkland trails or open space in combination in working with it, improve parkland located adjacent to other developable properties. And so we had that discussion last year and we noticed that it was not implemented and so we made sure it got into the code this time knowing we were continuously using it.

Lastly, before you would be the zoning map as presented. We did reach out and several members of the public, probably about 40 or 50, reached out to us in working with them to go through property zonings. Once again, we had multiple properties we went through, they identified some of those, we worked with them and clarified their zoning to meet, essentially not taking away the rights that they had before, but giving them something that was going to be compatible and fit still within their neighborhood. And so we've done a few modifications to our zoning map. Anything moving forward in January would be coming to you as a zoning map amendment and so that would actually go through the full zone change process. We understand that through this process we are working with either realtors, property owners, developers to ensuring that compliance was provided onto their properties. With them reaching out, that assisted us with basically noticing where we made those mistakes and are clarifying and fixing now. So this would be for your options tonight would be "yes," this would recommend approval to amend these chapters as well as the zoning map as presented. If you vote "no," this will retain the current Las Cruces chapter as a recommendation to City Council. You can vote to amend. This would allow the Planning and Zoning Commission to recommend any modifications for the proposed ordinance for consideration to City Council. Or you can vote to table. This will postpone the consideration of the ordinance and direct staff, or direct staff accordingly. And the reason we are bringing this forward is because we do want to bring this in January as a fresh start. So we know that some of these modifications need to happen. So when we actually remove ourselves from that transitional period, we know how we're going to be moving forward. I stand for any questions.

Thurston: Thank you. I just have, the NH-3, the driveway setback. Can you show me on that one? I just need clarification because the NH-3 is supposed to be the highest density that we're using, right?

Gonzales: Commissioners and Chair. The NH-3 is going to be your highest residential land use, whereas CR is your highest commercial land use. So NH-3 is going to cover any of our zoning properties that were either C-2 or right on the border of your C-3s from our previous zoning code. The stacking lane is more for the inside of the property.

Thurston: No, not the stack. I'm talking about your set, the 20 by - right there, added garage setbacks to NH-3. So your secondary setback is 20. Is that right? Instead of ...

Gonzales: NH-3 is secondary…

Thurston: NH-3. So the change here is the, I'm just trying to put clarification for myself. It's NH-3, it's R-15 is current 15, 12, and now we're going to go to 20 and no, yes, 20 and 20. Is that correct?

Gonzales: Chair Thurston. I think what you're looking at is, so it's the garage as opposed to the building. The buildings will be allowed to come closer to the street. You're pushing the garages back, knowing that driveways, usually your vehicles are between 15 to 20 feet long, and so that's where you would see that 20 foot setback coming in from the front of the garage.

Thurston: Okay, so …

Gonzales: You're not looking at the house. The house would be coming forward, and we want more of that coming forward so that way you see the house as opposed to the garage.

Thurston: So the garage setback would then like, you could bring the house forward and you're just going to be putting the house. Okay. That was the only question I had on that one. The one I had …

Kaiser: Sorry, can I jump in?

Thurston: Yes.

Kaiser: Just because I had a question on that, too. But that's not what, that's not what we're saying, I don't think. If I look at page, geez, 103, I guess, maybe, or page 610, the red line version, the garage has a 12 foot setback in the urban, which is the same as the front setback.

Gonzales: Commissioner Kaiser. That is correct. It's only in the urban area where you'll see the 12 foot setback that's coming in, only because we do have the utility easements and we're not allowed to put primary structures within those easements. In the urban core, there may be that condition where

there is an easement, and so it's different for carports and accessory structures, but it would not be for a primary structure.

Kaiser: Right, I understand that. I guess the point I'm making is that if the NH-3 urban is supposed to be sort of our most pedestrian-friendly active streetscape, why are we allowing garages to basically be right there in your face as a front setback? Why not actually require those garages to be further back and bringing your pedestrian architectural elements of your building more forward to the street? Because right now you're saying, I can have all of my nice things that I want, but I can also just line all my driveways up or my garages at 12 feet.

Gonzales: Mr. Chair and Commissioner Kaiser. It could be pushed back if developers wanted to push them back, but they also have that opportunity. I think if we're requesting them to put it back at 25 feet, depending on some of these lot sizes, when you're looking at the urban core, there's not enough room to just push them back further. If we would want to set them or make a recommendation to set them back at 15 feet or 17 feet as a number, we have to be mindful of these lots are not as large. So it's bringing all the buildings up to the front, knowing that some of these lots don't even have the buildable space.

Kaiser: I understand that. I guess this is more of a philosophical thing for me of like we're saying we want all these things. We want to encourage active streetscapes. We want to have this more pedestrian accommodating urban environment. But actually, you know what? We need to accommodate all of these big trucks and their garages that they're going to sit. Like I feel like we're trying to have it both ways here, and it's undercutting everything else that we're saying that we want by saying, yes, you can have the garage right there in the front of the lot. So my preference would be it is not the same as the rest of the building setback, that it's actually further back and the chips fall where they may. I mean, if you're in an urban pedestrian environment and you can't figure out how to put a garage on your property, I mean, why are we accommodating the storage of a private property versus a public good, encouraging a public good?

Gonzales: Mr. Chair and Commissioner Kaiser. I don't necessarily think that's kind of the direction we were going. A lot of the urban core right now is coming in and requesting either carports or shade structures, and so garages will help assist with those. When you put them into the front, they eliminate those opportunities as well. So we're looking at everything that we're seeing moving forward, what properties have been requesting because they may have had those setbacks that were reduced at one point in time, and we're seeing those requests come in. As opposed to a carport would it be better to have a garage? Would it better look for the architectural style? And so I think that's some of the consideration that's being made as far as where the

garage is located. In some of these garage areas, you may not have someone who's going to park on a driveway because 12-foot usually won't fit what a car would be before it actually impedes into the actual right-of-way. And so we're either looking at standards from a garage setback coming in or to an actual carport setback coming in, and so having those as opportunities I think just provides to the public that is using the urban core or living in the urban core where we've seen those requests come in. Sometimes it's the garage is already setback at 10, they're asking us for a carport, and a 5-foot carport doesn't meet that standard. There's no room for their car to even fit. So for allowing the garages we've now changed the architectural style to where it's not just necessarily a carport coming in, but it's giving them a second opportunity to at least put up a garage that can be essentially architecturally the same as your home or maybe even different if you design it in a different way. So I think the placement can always be there to push them back, but it's also understanding in the urban core there are still people who use vehicles that are still going to want either carports or garages, so it's understanding both graphics.

Kaiser: Yes, I guess I'm concerned about the unintended consequences here. I'm afraid that this setback being the same as your primary building setback in the urban core is going to lead us down a path where none of the rest of the stuff really matters because you're just going to end up putting your garage right there at the front where it's the most convenient for you and disregarding all the other good positive things that we're saying that we want in these standards. So I understand the space constraint, not suggesting that the setback is 20, 25 feet, but I fundamentally don't believe that it should be the same setback for a garage as what we're saying for the primary building in the urban core.

Thurston: I have one question on if. So an NH-3, if I'm going to develop it personally, the way I would see me using an NH-3 is I'd probably use an alley load, most likely, so that I can keep all my pedestrian up front and then I'd probably have an alley load in the back. In this setback, like if I do an alley load and there's no utilities or other things like that, I would want to be able to have like a very minimal, like a five-foot setback for my garage in the back so that I can utilize, you know I'm densifying it, right? And so we have these little ones. Can we put it, can you add some wording on there so that if I do an alleyway, I wouldn't have to have an additional 20-foot setback? So like if it's in the back, we're really not having pedestrians back there. We're trying to push the pedestrians to the front. But then in this, I would have to put my garage, I would have to push it back a little deeper. Do you see what I'm saying? Or would that not even be an issue?

Kaiser: Just a point of clarification. I think the R and S is rural, suburban, urban.

Thurston: Okay.

Kaiser: So it's not rear or side.

Thurston: Okay. Yes. But if I, but if we have the garage setback, so then I could, I would be at 12. But if I wanted to go to zero for a garage, because currently there is no setback, right? Is that what you have?

Gonzales: Mr. Chair. That is correct. Right now for NH-3, we don't have a garage setback. And so we're outlining saying that if a garage is placed on the property, these would be the setbacks. It doesn't mean you have to put a garage onto the property. This is the setbacks you would follow if you put one on the property.

Thurston: Okay. Is there any provisions then on like the, like alleyways?

Gonzales: We don't have any provisions on the alleyways. I think every case is going to have to be the case by case.

Thurston: Got you.

Gonzales: As we continue to go through the code, that's where I have to you know reiterate, we're going to have to make these modifications as we see development come in. Every case could be a different scenario. We're going to run into different ideas. Right now we don't have alleyway developments. We don't see that happening. If we actually saw those happening, I think we'd reevaluate and say, okay, this does work. This doesn't work. How can this be designed? How do we move forward?

Kaiser: So the 12 feet is a front setback or 12 feet from any, any property line for a garage?

Gonzales: Mr. Chair. That would be from any property line whenever you actually place it onto a property.

Kaiser: So my recommendation would be that we actually, in the urban for NH-3 urban, that we actually distinguish from the front and the rear setbacks. Whereas the front setback is 15 feet and the rear can be the same as what it currently is right now for the rest of the building. I think it's five feet with a caveat of 10 feet for adjacent properties or something like that. So my recommendation is for NH-3 urban, the garage setback, the front setback is 15 feet and the rear setback is the same as everything else.

Gonzales: Noted.

Thurston: All right. I have one more, one more question on a different subject, which is your right of, the right-of-way sections pertaining to the light poles. Since

I have seen that as an issue in our design, our designs now. Help me understand where those light poles are going.

Gonzales: Mr. Chair and Commission. Essentially the light poles along the front of the properties in new subdivisions, we have a 12-foot utility easement that is called out for every subdivision that we receive. That's where you see Comcast, El Paso Electric …

Thurston: El Paso Electric, yes they all go there.

Gonzales: And so now it's being called a street furniture, which is where you would see stop signs, you may see the electrical boxes, and that would be where the street light poles are going as well.

Thurston: Do you know how that's going to affect El Paso Electric? Because sometimes they get in their little contests of, well, this is my area, I don't, they want certain separation between, Comcast wants their space, El Paso Electric kind of wants their space, mostly utilities, we can kind of go in the same trench. But then the light poles, is that going to cause any issue or should we shrink the streets so that the light poles have space?

Gonzales: Mr. Chair and Commission. Essentially the light poles are going in at the same time that El Paso Electric is doing their work, so we're coordinating with them as to where the light poles are going to ensure that they meet their needs and then we have compliance as well. If we see in the future that the light pole bases are having any issues or concerns based on the two-foot pad that's going in, since it is a 12-foot utility easement, we were looking to reduce that when we first started Realize, and so with the code modification maintaining that 12-foot utility easement, they would have enough room in order to put the light pole base as well as their utilities.

Thurston: So it will probably, the poles will sometimes probably encroach into the utility furniture easement a little bit on some of those?

Gonzales: Mr. Chair. Yes, they would actually be encroaching into those because we want to make sure that there is a five-foot clear path to meet for ADA accessibility. If you put the pole there, then that means you're coming in about 18 inches, which would then modify what the path is and then they don't have enough room, essentially, if you had a wheelchair or a walker, so that's essentially what we're meeting.

Thurston: That's where we went from four-foot sidewalks to five-foot sidewalks, and then now it's pushing the light poles out.

Gonzales: Mr. Chair. We actually went to six-foot sidewalks, and even with them being on there at six feet, that's where we have that separation of those extra,

essentially, six inches that's impeding onto that five feet. So when we went from five feet to that six foot, you still have that extra foot that we gained, but it also needs an additional six inches. We learned all of these after cross-sections are done, working with basically El Paso Electric and understanding what the bases need to be.

Thurston: Okay, so this will solve the problems from here on out. Cross our fingers. Cross our fingers. That was all I had. I don't have anything else. What about you other Commissioners?

Kaiser: I have just a couple of other I think, relatively small things. So the indoor entertainment, outdoor entertainment, seems fine, the changes that you're recommending. I'm just curious because I also noticed with botanical gardens as well, that, well, particularly botanical garden and outdoor entertainment potentially could be an appropriate use in an open space district. I guess could you help clarify what the definition of outdoor entertainment is, maybe as a step one?

Gonzales: Mr. Chair, Commissioner Kaiser. I'll actually step back a little bit further. Our OS-1 and OS-2 are essentially going to be park features and drainage structures. That's the only reason why we do not have them listed for botanical gardens. We are looking for those for parkland to be maintained or drainage structures.

Kaiser: But parkland to be maintained as active parkland space or as passive or all of the above?

Gonzales: For recreational space. And so that way if you look at a lot of our park areas, they used to be zoned R-1a or based on the zoning that was there. So we've delineated those out. So that way, we know they're dedicated for recreational services or for parkland use. Generally, for an OS-1 or an OS-2 we're not seeing them come in as private developers. Those are being either dedicated to the city or being maintained by HOAs and communities. And so they're separate to land uses that kind of went in a different direction, as opposed to saying it's going to be an active use from public developers or private developers. It's more for public use as like parks that are being maintained, HOAs that are maintaining them. That make sense?

Kaiser: Sort of. But it's also true that the city has to abide by their own zoning code. So if the city wanted to do an amphitheater, outdoor amphitheater in a "park" they wouldn't be able to, according to the zoning code.

Gonzales: Mr. Chair, Commissioner. That's correct. We would modify the code or come before to say that this would be the proposal for the city to actually use that land as recreational services if it hasn't been zoning or designated yet.

Kaiser: Okay. I guess that's fine if the city wants to come and ask for I guess a variance to the zoning code. Seems inefficient in my opinion. But just going to botanical garden for a second. I mean whether or not it's a private or even a non-profit entity, if there was interest in a botanical garden that fit with the character of open space preservation but added some educational elements to it, some maybe more active recreation as opposed to just you know wandering on a trail through the arroyo, this would not allow for something like that, correct?

Gonzales: Correct. Mr. Chair. I think it's more in the standard that when we did the zoning code and we did the zoning map, all the properties that were owned privately received a zoning designation that was not going to be open space or drainage tract. And so, essentially, if a property was owned that is CR or NH-3 and would allow a botanical garden, they would be able to go ahead and do that by right. We would not just rezone them to the OS-1 or the OS-2 to provide for the tract. They'd actually have a zoning designation that met the other requirements as we're looking towards moving our zoning regulations to where we actually identify our arroyos, our tracts, so that way they're clearly defined in our zoning code. Right now they're currently listed as R-1a, so you would not know that it's an arroyo. And so, we're trying to define that so people can see the separation in the properties as far as zoning. So, if you come in with a CR or an NH-3, you'd be allowed to do those items, but not necessarily in an OS-1. But we didn't give private owners the OS-1 unless it was already a designated park. It was already a designated tract for drainage.

Kaiser: Okay. So, I guess I understand what you're saying. I guess it's not quite adding up, I guess. So if we take any one of our public parks that's currently zoned what?

Gonzales: OS-1.

Kaiser: And to do any kind of programming, athletic fields, you name it, the way that I'm seeing this now, those are not permitted uses. They would have to, the city would have to come in and rezone a park to you know heavy industrial to do outdoor recreation or whatever, as an example. That's what you're saying.

Gonzales: Mr. Chair. That would be correct. The city properties, we have them. If we were to purchase them, say it was an NH-1 land and it's not already designated for the entertainment, we should be bringing the proposal forward knowing that the property is not zoned for those uses or those land uses to where we can actually notify the neighbors of those changes coming forth.

Kaiser: So, there would never be a true park parcel in the city. That if Apodoca Park has a ball field on it, it can't be zoned open space. It has to be zoned commercial. That's what we're saying.

Gonzales: Mr. Chair. It is zoned open space as an existing park. So right now it is zoned Open Space 1 because they are for parks and recreation and preserve. So it is our recreation district. That would be providing that recreational source.

Kaiser: Okay, but an amphitheater is out of the question. A botanical garden is out of the question. Even those, those can be park programming. They would have to get subdivided. They'd have to rezone to have that specific use in a park. That's what we're saying.

Gonzales: And Mr. Chair. More than likely if that were to come in as a tract that was designated or subdivided out to the city, it may be part of a master plan because it may be part of a larger development if we see that coming in. It may be part of the subdivision process where we tend to see that that's going to be the tract of land, which is going to be designated for that. Because the other part we'll run into is if you look at a lot of the zoning right now that we have, say you get a subdivision tomorrow, a subdivision will come in, dedicate the parkland. It's going to be under the current zoning that's there, but it's going to designate a tract for us. And so, those are the pieces we have to figure out of how do we move forward whenever we acquire land through the parkland dedication because now it's zoned R-1a or NH-1 under our new code. When we look at NH-1, that's where everybody assumes it's for a residential home or for residential development as opposed to parkland dedication. And so, there may be an opportunity where any of the tracts that we have throughout the year that we've gained through the subdivision process, we come back and present to Council so we can modify those zones.

Kaiser: See to me it seems like it would be more efficient that for a developer who's giving dedicated land for park that there's an associated application for a rezone to make it one of these two open spaces. And I would think that Open Space 1 would give you the ability to do the programming that's needed for a park, whether it's active, passive, botanical garden, outdoor amphitheater. To me it seems like that's a more efficient process than the city accepting a parcel that's one, you know NH-1 and then having to come back at some point in the future and rezone it just to build a park. But maybe that's just a process thing. So, I'll stand down from that.

Thurston: Any more additional comments?

Smith: I just have one quick question. The minimum acre size for animal raising, was that an increase or a decrease?

Gonzales: Mr. Chair, Commissioner Smith. We actually did not have a lot size requirement. However, we did notice that most of the time when you do animal raising, it will be in the rural areas. And that's usually at a minimum of a half-acre. And so we wanted to make sure that we added that as part of that condition to know that if you were going to do animal raising, because that would be defined by goats or chickens and certain standards that you'd have at least the minimum of half acre, which is what we currently use now.

Smith: Okay. Thank you.

Kaiser: Give me one second. I'm trying to scroll through here.

Thurston: Does that mean you can raise animals in any lot, as long as it's a half-acre?

Gonzales: Mr. Chair, Commissioner Thurston. That would be correct. Yes.

Kaiser: I think the only other question I had, and thanks for clarifying the lighting section. I think I was definitely curious of why the change there. I think the only other question I had was there was, and I'm probably not even going to be able to find it now, but there was a, we removed a requirement for lighting to address pedestrian safety issues. I think the reason was because it was related to like private property. But if you know what I'm talking about, maybe you could address that. I'm going to try to find it. But that was the only other thing I think I had.

Thurston: Just want to go to your lighting ordinance one that you had done your changes.

Gonzales: But I think it's specific to Commissioner Kaiser's question. Commissioner Kaiser. That would be under page 414, is I believe what you're referring to. We're still maintaining the outdoor lighting ordinance, not to say that it's not promoting safe lighting in pedestrian vehicle traffic. We're still maintaining that. It's still shielded, still installed. This is more for the purposes of when you're looking at this, we're already doing that through the code requirements. And so it's not eliminating that. We're not still promoting that. We're still maintaining the light ordinance, the bug ratings, and the shielding on the properties.

Kaiser: Okay. I think we're, might be referring to something else, but my PDF crashed. So we'll just leave it at that. I can't see. Yes. Yes. Yes, I think that's it. So why, so sorry, can you explain why we would scratch that out, that specific reference out?

Gonzales: Mr. Chair and Commissioner Kaiser. The reason why that one is scratched out is just because we're already doing that through our lighting ordinance.

If, being it is the purpose, we already say that it is going to have safety, utility, security, productivity on the earlier part of it. So under number one, it's already addressing that concern. It was a duplicate is why we're addressing it.

Kaiser: Okay. Thank you. I have nothing else.

Thurston: Anyone else for last comments? Janet, online, are you there? Do you have anything? I should say, Ms. Acosta.

Ja. Acosta: I don't have anything at the moment. Thank you.

Thurston: All right.

Faivre: All right. This is on the vote for item 6.4. Commissioner Joaquin Acosta.

Jo. Acosta: Yes.

Faivre: Commissioner Smith.

Smith: Yes.

Faivre: Commissioner Janet Acosta.

Ja. Acosta: Yes.

Faivre: Commissioner Kaiser.

Kaiser: Yes.

Faivre: And Chair.

Thurston: Yes.

Faivre: Thank you.

7. DISCUSSION

Thurston: All right. Moving on to number seven, discussion. I don't think, is there any, I don't think we have anything on discussion. Go ahead.

Kaiser: Can I ask a question? On the downtown master plan update, can you describe the process and whether or not there's an opportunity for this body to weigh in in a work session or something of that nature?

Faivre: Mr. Chair, Commissioner Kaiser. Yes. So, you know, we just started that process. There will be opportunities down the road for them to present both to P&Z and to Council you know further in that process. So we're expecting to see earlier drafts being developed in the springtime. So working backwards from that, there will be opportunities where they do come in front of you know stakeholders again. I don't have the exact schedule right now, but it is built into the plan for them to do that, correct.

Kaiser: Okay. So there'll be an opportunity for us to weigh in on our view and vision before the recommendation to Council?

Faivre: There will probably be a Council work session for that. Yes. I don't know that there'll specifically be one for Planning and Zoning, but there'll definitely be a Council work session from that.

Kaiser: Okay. I would request one for Planning and Zoning given the workload that we have. It seems like if this is not something that we're supposed to weigh in in, I think we need to reexamine why we exist as a body. So I hope we have an opportunity because I think this is exactly what we're here to do in addition to the other things.

Thurston: That doesn't, it's because the, basically, well I'll ask my questions later. I don't have anything else on discussion. Anybody else? All right.

8. STAFF ANNOUNCEMENTS

Thurston: Staff announcements.

Gonzales: Commissioner. We just have one essentially just a reminder that next month we will be having an early meeting. We do have essentially four cases that we know we'll be bringing forward to you. So you should be receiving your packets early next week. As the meeting will be on November 18th as a reminder. We're not sure if we will have a December meeting. That meeting will also be updated as well as one week earlier just because of the holidays. So just to ensure we do have quorum to assist our public to get through these processes in these cases knowing that some of these are time sensitive.

Thurston: Thank you.

9. ADJOURNMENT (7:30)

Thurston: All right. Now do we have to have a motion to adjourn?

Kaiser: I make a motion to adjourn.

Smith: Second.

Thurston: All in favor?

MOTION PASSES UNANIMOUSLY.

_____

Chairperson

26-083

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:**	January 5, 2026
Drafter:	Adam Ochoa	**Department:**	Community Development

Title: **A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE, NO. BLA-0000014270, WITH ON PREMISES CONSUMPTION ONLY TO LA HOT POT & BBQ, LLC., D/B/A LA HOT POT & BBQ LOCATED AT 840 S. TELSHOR BOULEVARD, LAS CRUCES, NM 88011.**

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

PURPOSE(S) OF ACTION:

Approval of a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption Only.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Pursuant to New Mexico Statutes, an application for approval of a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption Only, must be accompanied by a resolution of the City Council approving and consenting to the license after a public hearing.

LA Hot Pot & BBQ, LLC., d/b/a LA Hot Pot & BBQ, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico ("ABC") for a liquor license. The location for the license is at 840 S. Telshor Boulevard, Las Cruces, NM. 88011. ABC granted preliminary approval on November 3, 2025.

The City Council is required to hold a public hearing within 45 days after the date of receipt of the preliminary approval letter from ABC. A public hearing to review this issue is scheduled during the regular City Council meeting on Monday, January 5, 2026, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. Notice of this public hearing was published in the Las Cruces Sun-News on December 4, 2025, and December 21, 2025.

The Council may approve or disapprove the request for the liquor license. However, Council's disapproval must be based on substantial evidence that the license would adversely affect the health, safety, or welfare of the City of Las Cruces citizens.

The Council may also fail to either approve or disapprove the license. If Council fails to approve or disapprove the license within 30 days after the public hearing, the Director of the Alcoholic Beverage Control Division may give final approval of the license.

SUPPORT INFORMATION:

Exhibit "A" - Alcohol and Gaming' s Letter and Application.

Attachment "A" - Notice of Intent to Approve Published.
Attachment "B" - Traffic Impact Report from the Traffic Engineering Section.
Attachment "C" - Fire and Safety Compliance Report from the Las Cruces Fire Department.
Attachment "D" - Liquor License Impact Zoning Report from Community Development Department.
Attachment "E" - Criminal Activity Report from the Las Cruces Police Department.
Attachment "F" - Business Registration Report from Community Development Department.

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 of and consent to the approval of a Transfer of Ownership and Change of Location of Dispenser Liquor License No. DIS-001140 with On Premises Consumption Only and the Alcohol Beverage Control will continue with the application process.
2. Vote "No"; this will not approve and must be based on substantial evidence that the liquor license would adversely affect the health, safety or welfare of the citizens of the City of Las Cruces.
3. Vote to "Amend"; this will not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.
4. Vote to "Table"; this will not permitted by the Liquor Control Act, NMSA 1978, Section 60-6B-4.

RESOLUTION 26-083

A RESOLUTION APPROVING THE REQUEST FOR A RESTAURANT A – BEER AND WINE LIQUOR LICENSE, NO. BLA-0000014270, WITH ON PREMISES CONSUMPTION ONLY TO LA HOT POT & BBQ, LLC., D/B/A LA HOT POT & BBQ LOCATED AT 840 S. TELSHOR BOULEVARD, LAS CRUCES, NM 88011.

The City Council is informed that:

WHEREAS, LA Hot Pot & BBQ, LLC., d/b/a LA Hot Pot & BBQ, located at 840 S. Telshor Boulevard, Las Cruces, NM 88011, applied to the Alcoholic Beverage Control Division of the Regulation and Licensing Department of the State of New Mexico (“ABC") for a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption Only; and

WHEREAS, ABC granted preliminary approval for a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption Only by letter dated November 3, 2025; and

WHEREAS, pursuant to law, the application for a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption Only must be accompanied by a resolution of the Las Cruces City Council approving of and consenting to the license after a public hearing upon reasonable notice of such hearing; and

WHEREAS, the City Council did on this date hold a public hearing after reasonable notice setting forth the required information concerning the public hearing. The City Council has considered the liquor license, and it has determined that the approval of same is not detrimental to the public health, safety, or welfare of the City of Las Cruces.

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

(I)

THAT a Restaurant A – Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption Only to LA Hot Pot & BBQ, LLC., d/b/a LA Hot Pot & BBQ, located at 840 S. Telshor Boulevard, Las Cruces, NM 88011, as evidenced by ABC's letter and the application attached hereto as Exhibit “A”, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

Exhibit "A"

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip Sanchez, Director

November 3, 2025

Certified Mail No.: 7021 2720 0001 2204 5890

RECEIVED
NOV 18 2025
CITY CLERK'S OFFICE

City of Las Cruces
Christine Rivera, CMC
PO Box 20000
Las Cruces, NM 88004

Lic. No. /Appl. No.: **BLA-0000014270**
Name of Applicant: LA Hot Pot & BBQ, LLC
Doing Business As: LA Hot Pot & BBQ
Proposed Location: 840 S. Telshor Blvd., Las Cruces, New Mexico 88011

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five **(45)** days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted
and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information Page) (*must be signed and returned w/notices of publication*)
2. Page 2 of the Application (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000014270

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: La Hot Pot & BBQ LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX6326
State Tax ID Number: XX-XXXXX8-00-1
Business Email: zhengqiao173@yahoo.com
Business Phone: 5756211164

Contact Person Information

Contact Person Name: Qiao Zheng
Contact Person Phone: 5756211164
Contact Person Email: zhengqiao173@yahoo.com

Business Mailing Address

Mailing Street: 840 S Telshor Blvd, Las Cruces, NM 88011
Mailing City: Las Cruces
Mailing State: NM
Mailing Zip Code: 88011
Mailing Country: US

Local Option District Use Only: Local Governing Body of_____ City, County,Village

Public Hearing held on _____20_____ Please check one: ☐Approved ☐Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: ☐Approved ☐Disapproved _____

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000014270

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

Premises DBA

Premises Doing Business As (DBA):La Hot Pot & BBQ

Proposed Premises Physical Address

Physical Street: 840 S Telshor Blvd
Physical City: Las Cruces
Physical Zip Code: 88011-4623
Physical State: New Mexico
Physical County: Dona Ana
Local Option District: Las Cruces
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: El Paso Property Buyers LLC 1812 Hunter Dr El Paso, TX 79915
Specify Date and Terms of Lease/Operating Agreement: 7 year lease

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: NH-3S MX

Distance from nearest School

Name of School: Hillrise Elementary School
School Street: 1400 Curnett St
School City: Las Cruces
School State: New Mexico
School Zip Code: 88011
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Church of Jesus Christ
Church Street: 2915 E Idaho Ave
Church City: Las Cruces
Church State: New Mexico
Church Zip Code: 88011
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

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Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000014270

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Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☑ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Previous business is no longer operating. Applicant is a new tenant.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

No records to display.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

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Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000014270

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Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	50.00
Total Fee Amount:	**250.00**

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: La Hot Pot & BBQ LLC Date: 09/20/2025

CITY OF LAS CRUCES

STATEMENT OF ZONING

The property located at 840 S. Telshor Boulevard and having an Account ID Number of R0214176 in Las Cruces, New Mexico, is zoned as follows:

NH-3S.MX.

(Neighborhood-3 Suburban District. Mixed Use Corridor)

Comments: The NH-3S district is a transitional zone between residential and nonresidential areas that promote interconnectivity and walkability within the district while ensuring compatibility with adjacent districts. Vertical mixed-use, retail, commercial, and office uses are appropriate in this district when appropriately integrated with nearby residential uses, ensuring that they complement and do not negatively impact the residential character of the adjacent districts. The land uses are dispersed among distinct residential neighborhoods, retail centers, office parks, and industrial uses. While development intensities may vary, suburban places favor segmented land uses with transitions between development types over the blending of differing uses in a single site. The Mixed-Use Corridor is an optional overlay to support a mix of residential and non-residential land uses along a roadway or trail corridors.

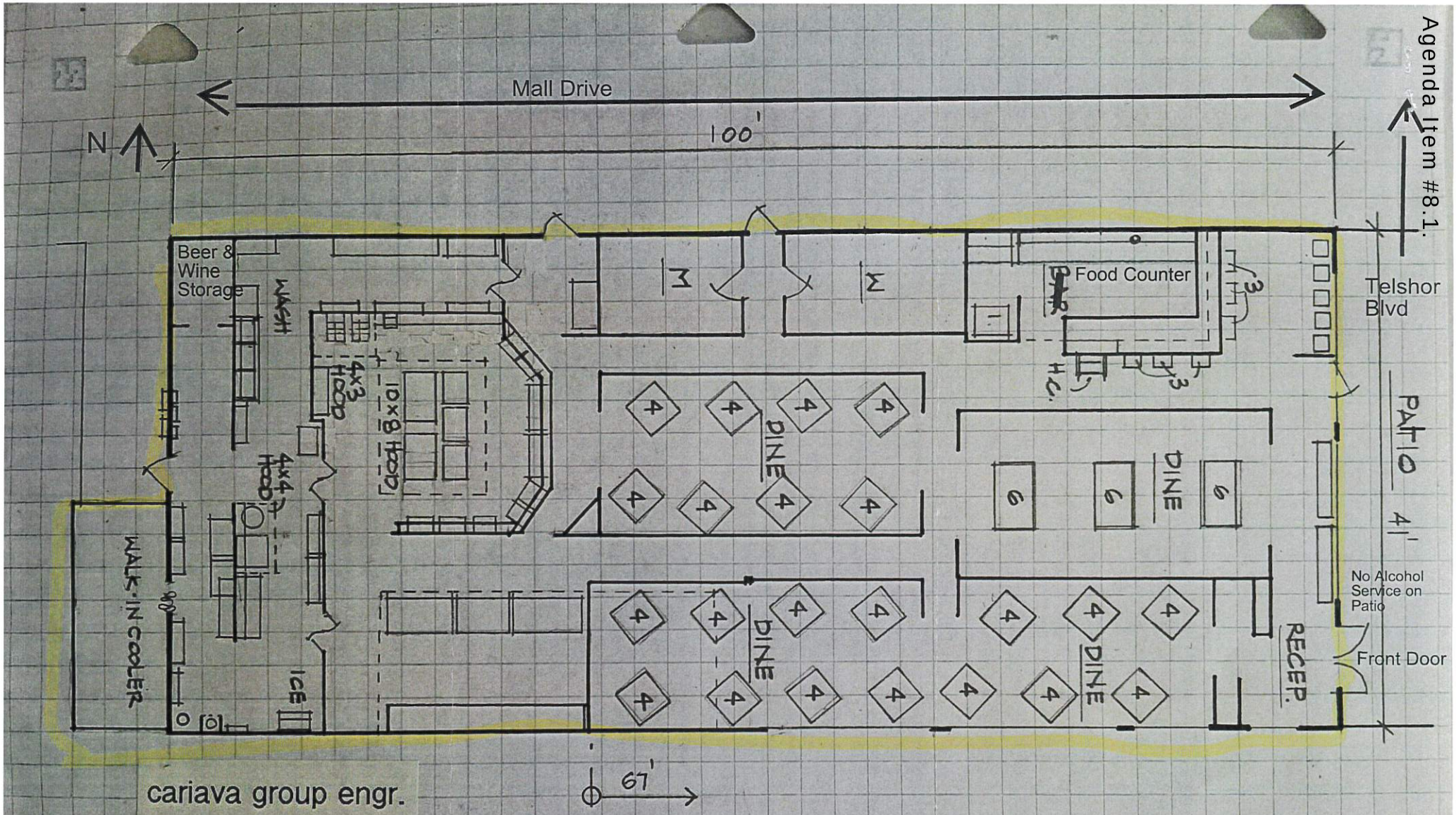
A restaurant with a Restaurant A Beer & Wine Liquor License is a permitted use on the subject property provided all requirements as prescribed by the State of New Mexico are met.

The above-described property located in the City of Las Cruces, New Mexico, has been reviewed and found to be zoned as indicated above in accordance with the Las Cruces Zoning Atlas. Accordingly, I do hereby approve and issue this Statement of Zoning.

September 5, 2025
Date

Adam Ochoa, CZO
Senior Urban Planner

Please be advised that the information presented on this document is taken from the City of Las Cruces Zoning Atlas. Nothing shall prevent the City of Las Cruces from amending this information if review of the Zoning Ordinance shows the Atlas to be in error.



4116 sq ft Interior, patio will not be used for service

L A HOTPOT and BBQ LLC 840 S. TELSHOR BLVD. 88011

Las Cruces, NM

Attachment "A"

CITY OF LAS CRUCES

AD FORM

Las **C**ruces **S**un **N**ews **(LCSN)**	
Classified **L**egal **A**d	
Date **t**o **P**ublish: December 4, 2025, and December 21, 2025	
Account # 1361141 P.O. # 26200022	
City Contact & Phone #: **Adam Ochoa, Senior Urban Planner** **575-528-3204** aochoa@lascruces.gov	
Proof of Publication Required. Please initial Ad Form and email back indicating receipt.	

COPY TO PUBLISH:

NOTICE OF INTENT TO APPROVE THE FOLLOWING ITEMS:

Notice is hereby given that the Las Cruces City Council will hold a Public Hearing to discuss approval or disapproval of a Restaurant Type A – Beer and Wine Liquor License with On Premises Consumption Only, Liquor License No. BLA-0000014270, for LA Hot Pot & BBQ, LLC, D.B.A. LA Hot Pot & BBQ, located at 840 S. Telshor Boulevard, Las Cruces, NM. 88011.

The Public Hearing will be held as part of the regularly scheduled meeting of the City Council on Monday, January 5, 2026, beginning at 1:00 p.m., in the City Council Chambers, 700 North Main Street, City Hall. If passed, the Director of the Alcoholic Beverage Control Division of the State of New Mexico Regulation & Licensing Department may approve the issuance of the license.

Witness my hand and seal this on the 24th of November 2025.

Christine Rivera, MS, CMC
City Clerk

LAS CRUCES SUN NEWS - Please publish in the Legal Section on **December 4, 2025, and December 21, 2025**, and furnish Proof of Publication at your earliest convenience.

CITY OF LAS CRUCES

MEMORANDUM

To: Adam Ochoa, Senior Urban Planner

From: Gary Skelton, P.E., Engineer **Initials:** GS

Date: December 2, 2025

Subject: Traffic Investigation Report – Restaurant A – Beer and Wine Liquor License with On Premises Consumption Only with Patio Service Permit Application
Location: 840 S. Telshor Boulevard, Las Cruces, NM 88011
Applicant: LA Hot Pot & BBQ

As requested, Traffic Engineering has completed a traffic investigation for LA Hot Pot & BBQ located at 840 S. Telshor Boulevard in Las Cruces, New Mexico. The following information is submitted for review:

- LA Hot Pot & BBQ is located at 840 S. Telshor Boulevard. According to the Mesilla Valley MPO Interactive Traffic Flow Map, the most recent traffic volume measured on Telshor Boulevard near the subject property is approximately 20,790 vehicles per hour.

- The Mesilla Valley MPO classifies Telshor Boulevard as a principal arterial near the subject property. Telshor Boulevard serves primarily commercial use properties near the subject property.

- The subject property has only one driveway along Telshor Boulevard. No sight distance or operational problems are currently known at the access point.

- The speed limit on Telshor Boulevard is 35 MPH near the subject property. Speed limits on all other adjacent roads range from 25 to 35 mph near the subject property.

The approval of the liquor license permit application at this location does not appear to adversely impact traffic operations along the roadway segment. Feel free to contact me at 575-541-2561 with any questions.

From:	Michael Landavazo
To:	Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention
Cc:	David Weir; Sara Gonzales
Subject:	Re: Liquor License Review.
Date:	Monday, December 1, 2025 12:06:05 PM
Attachments:	image001.png Outlook-qq05otwt.png

LA Hot Pot and BBQ is approved pending a fire inspection.

Ice Box @ Farmesilla is approved, and they have a current passed fire inspection

Sorry for the late response.

Michael Landavazo
Division Chief Fire Marshal/Prevention/Fire Department
Direct: (575) 528-4251 / TTY 711
Main: (575) 528-3473 / TTY 711
mlandavazo@lascruces.gov



CITY OF LAS CRUCES

City of Las Cruces Community Development Department
Liquor License Impact Report
Restaurant A - Beer and Wine Liquor License, No. BLA-0000014270,
with On Premises Consumption Only
LA Hot Pot & BBQ, LLC
840 S. Telshor Boulevard, Las Cruces, NM. 88011

The purpose of this report is to review, analyze and determine any possible impacts of a liquor license relating to land use and other planning related issues.

PROPERTY INFORMATION:

Location: 840 S. Telshor Boulevard
Applicant: LA Hot Pot & BBQ, LLC
Business Name: LA Hot Pot & BBQ
Zoning: NH-3S.MX (Neighborhood-3 Suburban District. Mixed Use Corridor)



DISTANCE REQUIREMENTS:

Greater than 300 feet to a school:	YES
Greater than 300 feet to a church:	YES
Greater than 300 feet to a military installation:	YES

IMPACT ANALYSIS:

The applicant is requesting a Restaurant A - Beer and Wine Liquor License, No. BLA-0000014270, with On Premises Consumption Only. The subject property is located in the Suburban Neighborhood Place Type, as designated by Elevate Las Cruces, which is an area designed to accommodate restaurants with a liquor license. The subject property is zoned NH-3S.MX, which allows the restaurant use with a liquor license, provided all requirements as prescribed for liquor establishments by the State of New Mexico are met. In terms of a land use and Comprehensive Plan perspective, this seems an appropriate location and request.

INCIDENT SEARCH
Print Date/Time: 11/19/2025 9:25:33 AM

Incident Number	Call Date/Time	Location	Incident Type
2025-00122377	11/03/2025 11:47:17	840 S TELSHOR BLVD, LAS CRUCES	MVA-Non Injury
2025-00109077	09/30/2025 18:03:03	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2025-00097037	09/02/2025 11:00:37	840 S TELSHOR BLVD, LAS CRUCES	Codes - Weeds
2025-00064485	06/13/2025 21:14:45	840 S TELSHOR BLVD, LAS CRUCES	Premises Check
2025-00023829	03/04/2025 14:21:29	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2025-00019940	02/21/2025 18:26:47	840 S TELSHOR BLVD, LAS CRUCES	Disturbance Fight
2025-00006086	01/17/2025 10:34:59	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2025-00005833	01/16/2025 17:57:05	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00143073	12/04/2024 12:33:58	840 S TELSHOR BLVD, LAS CRUCES	Vandalism/Graffiti
2024-00141960	12/01/2024 03:24:20	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00141206	11/28/2024 12:24:09	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00139737	11/24/2024 05:16:41	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00136630	11/15/2024 15:53:31	840 S TELSHOR BLVD, LAS CRUCES	Recovered Property
2024-00131357	11/02/2024 10:11:22	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00129974	10/29/2024 18:45:38	840 S TELSHOR BLVD, LAS CRUCES	Supplement/Follow Up
2024-00129606	10/29/2024 06:15:11	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00128473	10/25/2024 22:22:53	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00090256	07/30/2024 10:25:19	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00085361	07/19/2024 02:44:43	840 S TELSHOR BLVD, LAS CRUCES	Frequent Patrol
2024-00084397	07/16/2024 22:56:53	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2024-00061844	05/28/2024 01:22:22	840 S TELSHOR BLVD, LAS CRUCES	Frequent Patrol
2024-00055135	05/13/2024 15:57:38	840 S TELSHOR BLVD, LAS CRUCES	Codes - Follow Up
2024-00050283	05/02/2024 15:07:09	840 S TELSHOR BLVD, LAS CRUCES	Codes - Miscellaneous
2024-00040991	04/11/2024 10:53:17	840 S TELSHOR BLVD, LAS CRUCES	Supplement/Follow Up
2024-00037994	04/03/2024 23:04:25	840 S TELSHOR BLVD, LAS CRUCES	Recovered Property
2024-00034517	03/26/2024 18:39:36	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2024-00033873	03/25/2024 11:07:48	840 S TELSHOR BLVD, LAS CRUCES	MVA Injury
2023-00149955	12/30/2023 16:06:14	840 S TELSHOR BLVD, LAS CRUCES	Theft
2023-00128234	11/02/2023 18:04:17	840 S TELSHOR BLVD, LAS CRUCES	Suspicious Activity
2023-00128040	11/02/2023 13:00:23	840 S TELSHOR BLVD, LAS CRUCES	Welfare Check
2023-00124282	10/23/2023 20:17:29	840 S TELSHOR BLVD, LAS CRUCES	Assault
2023-00088801	07/31/2023 00:28:50	840 S TELSHOR BLVD, LAS CRUCES	Foot Patrol
2023-00083884	07/19/2023 02:48:19	840 S TELSHOR BLVD, LAS CRUCES	Foot Patrol
2023-00083347	07/17/2023 18:10:44	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2023-00079236	07/06/2023 23:56:54	840 S TELSHOR BLVD, LAS CRUCES	Premises Check
2023-00079239	07/06/2023 23:56:54	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2023-00070239	06/15/2023 07:29:21	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2023-00068760	06/07/2023 12:37:40	840 S TELSHOR BLVD, LAS CRUCES	Agency Assist
2023-00059981	05/22/2023 01:31:58	840 S TELSHOR BLVD, LAS CRUCES	Foot Patrol
2023-00048128	04/25/2023 09:20:49	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2023-00041877	04/10/2023 22:32:01	840 S TELSHOR BLVD, LAS CRUCES	Premises Check
2023-00040017	04/06/2023 04:50:43	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2023-00036644	03/29/2023 02:58:14	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2023-00023432	02/25/2023 00:35:49	840 S TELSHOR BLVD, LAS CRUCES	Suspicious Vehicle
2023-00019525	02/16/2023 10:31:28	840 S TELSHOR BLVD, LAS CRUCES	Codes - Zoning
2023-00011273	01/28/2023 15:43:38	840 S TELSHOR BLVD, LAS CRUCES	Suspicious Activity
2023-00002560	01/07/2023 17:36:03	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2022-00116145	11/07/2022 12:09:16	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2022-00106919	10/14/2022 23:14:11	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2022-00059208	06/14/2022 11:19:01	840 S TELSHOR BLVD, LAS CRUCES	Codes - Follow Up
2022-00057900	06/10/2022 13:24:41	840 S TELSHOR BLVD, LAS CRUCES	Codes - Miscellaneous
2022-00027621	03/21/2022 05:38:02	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2022-00005307	01/17/2022 04:55:59	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00122003	11/30/2021 15:30:37	840 S TELSHOR BLVD, LAS CRUCES	Welfare Check
2021-00118071	11/18/2021 11:05:33	840 S TELSHOR BLVD, LAS CRUCES	Codes - Nuisance
2021-00117494	11/16/2021 23:12:46	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2021-00114832	11/09/2021 09:19:48	840 S TELSHOR BLVD, LAS CRUCES	Codes - Graffiti
2021-00101782	10/04/2021 18:41:08	840 S TELSHOR BLVD, LAS CRUCES	Weapons Violations
2021-00097407	09/22/2021 15:54:17	840 S TELSHOR BLVD, LAS CRUCES	MVA Injury
2021-00089621	09/01/2021 01:36:00	840 S TELSHOR BLVD, LAS CRUCES	Codes - Miscellaneous
2021-00089072	08/31/2021 06:51:57	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00088332	08/29/2021 01:03:42	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00087572	08/26/2021 22:57:03	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00087126	08/26/2021 03:06:09	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00085790	08/23/2021 08:26:26	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00085166	08/20/2021 23:42:22	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00072412	07/17/2021 07:01:58	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2021-00071184	07/14/2021 00:05:42	840 S TELSHOR BLVD, LAS CRUCES	Welfare Check
2021-00043847	04/30/2021 09:12:51	840 S TELSHOR BLVD, LAS CRUCES	Codes - Miscellaneous
2021-00043149	04/28/2021 10:17:15	840 S TELSHOR BLVD, LAS CRUCES	Codes Enforcement
2021-00040035	04/19/2021 19:11:28	840 S TELSHOR BLVD, LAS CRUCES	Narcotics/Illegal Drugs
2021-00033933	04/03/2021 09:30:01	840 S TELSHOR BLVD, LAS CRUCES	Disturbance Disorderly
2021-00028017	03/18/2021 02:14:13	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2021-00019784	02/24/2021 11:12:38	840 S TELSHOR BLVD, LAS CRUCES	Reckless Driver
2020-00119744	10/22/2020 06:35:33	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2020-00107261	09/20/2020 15:19:00	840 S TELSHOR BLVD, LAS CRUCES	Welfare Check

2020-00080932	07/18/2020 08:35:34	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2020-00068335	06/17/2020 22:19:21	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2020-00043650	04/24/2020 05:21:45	840 S TELSHOR BLVD, LAS CRUCES	Traffic Stop
2020-00022912	03/03/2020 13:21:40	840 S TELSHOR BLVD, LAS CRUCES	MVA Hit & Run
2020-00008751	01/25/2020 15:05:58	840 S TELSHOR BLVD, LAS CRUCES	Disturbance Disorderly
2020-00003324	01/10/2020 14:26:27	840 S TELSHOR BLVD, LAS CRUCES	Embezzlement
2019-00132368	12/20/2019 12:15:16	840 S TELSHOR BLVD, LAS CRUCES	Codes - Zoning
2019-00132037	12/19/2019 11:16:25	840 S TELSHOR BLVD, LAS CRUCES	Animal Bite/Animal Attacks
2019-00130286	12/13/2019 21:02:06	840 S TELSHOR BLVD, LAS CRUCES	Agency Assist
2019-00120882	11/17/2019 07:55:28	840 S TELSHOR BLVD, LAS CRUCES	Suspicious Vehicle
2019-00120817	11/17/2019 00:03:44	840 S TELSHOR BLVD, LAS CRUCES	Welfare Check
2019-00116619	11/05/2019 09:01:24	840 S TELSHOR BLVD, LAS CRUCES	Disturbance Disorderly
2019-00106219	10/07/2019 13:11:21	840 S TELSHOR BLVD, LAS CRUCES	MVA Hit & Run
2019-00105894	10/06/2019 14:59:19	840 S TELSHOR BLVD, LAS CRUCES	Suspicious Person
2019-00105884	10/06/2019 14:22:22	840 S TELSHOR BLVD, LAS CRUCES	Animal Complaint
2019-00095717	09/09/2019 17:08:57	840 S TELSHOR BLVD, LAS CRUCES	MVA Hit & Run
2019-00082079	08/07/2019 13:22:59	840 S TELSHOR BLVD, LAS CRUCES	Codes - Follow Up
2019-00056144	06/03/2019 06:14:22	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2019-00023113	03/07/2019 10:30:31	840 S TELSHOR BLVD, LAS CRUCES	Reckless Driver
2018-00126200	12/12/2018 23:06:31	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2018-00116712	11/14/2018 20:06:21	840 S TELSHOR BLVD, LAS CRUCES	Agency Assist
2018-00115123	11/10/2018 02:22:16	840 S TELSHOR BLVD, LAS CRUCES	Welfare Check
2018-00100913	10/02/2018 05:30:31	840 S TELSHOR BLVD, LAS CRUCES	Indecent Exposure
2018-00091725	09/08/2018 22:04:41	840 S TELSHOR BLVD, LAS CRUCES	MVA-Non Injury
2018-00086121	08/26/2018 02:48:24	840 S TELSHOR BLVD, LAS CRUCES	Out With Subject
2018-00081804	08/16/2018 11:36:02	840 S TELSHOR BLVD, LAS CRUCES	Disturbance Disorderly
2018-00076674	08/03/2018 07:01:35	840 S TELSHOR BLVD, LAS CRUCES	Codes - Parking
2018-00068033	07/11/2018 09:55:34	840 S TELSHOR BLVD, LAS CRUCES	Codes - Nuisance
2018-00056762	06/09/2018 23:56:38	840 S TELSHOR BLVD, LAS CRUCES	Burglary Alarm
2018-00051613	05/25/2018 22:29:37	840 S TELSHOR BLVD, LAS CRUCES	Suspicious Vehicle
2018-00050730	05/23/2018 14:27:39	840 S TELSHOR BLVD, LAS CRUCES	Trespass
2018-00050550	05/23/2018 08:55:55	840 S TELSHOR BLVD, LAS CRUCES	Codes - Weeds
2018-00006614	01/20/2018 10:40:25	840 S TELSHOR BLVD, LAS CRUCES	Welfare Check
2017-00030752	11/11/2017 17:01:55	840 S TELSHOR BLVD, LAS CRUCES	Agency Assist
2016-00149617	12/26/2016 21:12:00	840 S TELSHOR BLVD, LAS CRUCES	Restraining Order Violation
2016-00614218	02/07/2016 11:28:00	840 S TELSHOR BLVD, LAS CRUCES	Theft
2014-00439535	04/11/2014 13:12:00	840 S TELSHOR BLVD, LAS CRUCES	Civil Process
2013-00145921	12/16/2013 10:15:00	840 S TELSHOR BLVD, LAS CRUCES	Injured/Sick Animal

Total Rows: 114

From:	Jackie Baylon
To:	Adam Ochoa; Soogyu Lee; Gary Skelton; Daniel Balderrama; FD-Prevention; Elena Sanchez; Sean Mullen; Eric Urenda; Jeremy Story; Minerva Romero
Cc:	David Weir; Sara Gonzales
Subject:	RE: Liquor License Review.
Date:	Wednesday, November 19, 2025 12:04:57 PM
Attachments:	image002.png image003.png

Good afternoon,

LA Hot Pot & BBQ at 840 S Telshor Blvd, will need to apply for the city business license and city liquor license.

Thank you,

Jackie Baylon

Permits & Registration Supervisor/Community Development Department

Direct: 575-528-3064 / TTY 711

Main: 575-528-3043 / TTY 711

jbaylon@lascruces.gov

CITY OF LAS CRUCES

Please note: Our office will be **closed on December 19, 2025, from 3:00–5:00 PM

26-084

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:**	January 5, 2026
Drafter:	Christine Rivera	**Department:**	City Manager's Office

Title: **A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LAS CRUCES POLICE OFFICERS ASSOCIATION IN ACCORDANCE WITH LAS CRUCES MUNICIPAL CODE, SECTION 15-14, SCOPE OF BARGAINNG.**

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

PURPOSE(S) OF ACTION:
To approve a Memorandum of Understanding.

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 Police Officer's Association (Union), an affiliate of the Fraternal Order of Police Labor Council and the Las Cruces Lodge #8 Fraternal Order of Police on October 3, 2022. The term of this CBA was through October 3, 2025. An MOU was proposed on behalf of the City in accordance with Section 45- Contract Includes Entire Agreement and Section 47- Term of Agreement, and the parties agreed and the Union ratified the MOU on December 2, 2025.

The MOU presented proposed implementation of an increase of 5% for commissioned bargaining unit employees and 3% for non-commissioned bargaining unit employees to be effective the first full pay period once ratified by City Council, and revision of Section 47- Term of Agreement. These changes support positive labor relations and retention efforts through reasonable and equitable adjustments given the change in work conditions.

The general fund cost associated with the proposed increase to commissioned and non-commissioned bargaining unit employees for fiscal year twenty-six (26) is estimated at approximately $387,000.00. Budget and the Police Department will monitor funding. The proposed MOU is shown in Exhibit "A". The current CBA without amendments is found in Attachment "A".

SUPPORT INFORMATION:
Exhibit "A"
Attachment "A"

PLAN(S):
Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	**AVAILABLE AMOUNT:**	**EXPENDITURE AMOUNT:**
$387,000	$387,000	$387,000

Funding Source(s):

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the MOU with LCPOA.
2. Vote "No"; this will not approve the MOU with LCPOA and salaries will remain the same.
3. Vote to "Amend"; this will require direction to staff.
4. Vote to "Table"; this will delay salary adjustments.

RESOLUTION 26-084

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LAS CRUCES POLICE OFFICERS ASSOCIATION IN ACCORDANCE WITH LAS CRUCES MUNICIPAL CODE, SECTION 15-14, SCOPE OF BARGAINNG.

The City Council is informed that:

WHEREAS, the City Council approved a three (3) year CBA between the City and the Union on October 3, 2022; and

WHEREAS, in accordance with the Las Cruces Municipal Code, Sec. 15-14, Scope of Bargaining, with Section 45 of the CBA- Contract Includes Entire Agreement and Section 47 of the CBA- Term of Agreement, the parties agreed to implement the proposed increases of 5% for commissioned bargaining unit employees and 3% for non-commissioned bargaining unit employees to be effective the first full pay period once ratified by City Council, and amend Section 47- Term of Agreement; and

WHEREAS, the Parties reached mutual agreement on implementing increases of 5% for commissioned bargaining unit employees and 3% for non-commissioned bargaining unit employees to be effective the first full pay period once ratified by City Council; and

WHEREAS, the new CBA presented has amendments to Section 47- Term of Agreement. 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, increases of 5% for commissioned bargaining unit employees and 3% for non-commissioned bargaining unit employees will be implemented; and

WHEREAS, the general fund costs associated with the proposed changes for fiscal year twenty-six (26) is estimated at $387,000.00.

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 45- Contract Includes Entire Agreement and Section 47- Term of Agreement the new CBA has amendments to Section 47- Term of Agreement. These changes support positive labor relations and retention efforts through reasonable and equitable adjustments given the change in work conditions.

(II)

THAT beginning the first full pay period following ratification, there will be increases of 5% for commissioned bargaining unit employees and 3% for non-commissioned bargaining unit employees.

(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

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAS CRUCES AND
LAS CRUCES POLICE OFFICER'S ASSOCIATION

This Memorandum of Agreement (MOA) is entered into between the City of Las Cruces (City) and the Las Cruces Police Officer's Association (Association), an affiliate of the Fraternal Order of Police Labor Council and the Las Cruces Lodge #8 Fraternal Order of Police, as representatives of the employees in the Bargaining Unit, collectively referred to herein as the Parties.

WHEREAS, the City desires to provide a wage increase for bargaining unit employees.

WHEREAS, neither party requested the opening of negotiations in accordance with the terms of the Collective Bargaining Agreement (CBA).

WHEREAS, the Parties are authorized to enter into written Memoranda of Agreement during the term of the CBA.

NOW, THEREFORE, the Parties agree to the following:

I. **EFFECTIVE DATE**: The Parties agree that, so long as both Parties sign this MOA, the "effective date" is the date of the first full pay period once the MOA has been ratified by City Council.

II. **TERM OF MOU.** This MOA is a one-time MOA which shall be considered fulfilled upon implementation of the increases set forth in Section III. This MOA creates no future expectation or precedent beyond the terms of this MOA.

III. **TERMS PERTAINING TO IMPLEMENTATION.**

IV. The Parties agree to the City implementing a five percent (5%) pay increase for all commissioned bargaining unit employees and three (3%) increase for all other non-commissioned bargaining unit employees effective the first full pay period once the MOA has been ratified by City Council.

A. The Parties agree to revision of Section 47, Term of Agreement, as follows:

SECTION 47 - TERM OF AGREEMENT:

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this Agreement and will expire on ~~to the third (3rd) anniversary date of its adoption by the City Council~~ **October 3, 2026**.
During the term of this agreement, the Employer and the Association may reopen any provision of this Agreement upon mutual agreement.
THIS AGREEMENT shall remain in full force and effect and shall not expire until a successor Agreement is signed.

V. **FREELY AND VOLUNTARILY ENTERED.** This MOA has been entered into freely and voluntarily between the Parties, based on their own judgment, knowledge, and information without relying on any promise or understanding except as expressly provided herein.

VI. **MOA CREATES NO THIRD-PARTY BENEFITS.** By entering into this MOA, the Parties do not intend to create any right, title, or interest in or for the benefit of any person other than the Parties. No person shall claim any right, title, or interest under this MOA or to seek to enforce this MOA as a third-party beneficiary of this MOA.

VII. **NO FURTHER AGREEMENT.** This MOA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the payment to be performed hereunder, and all such agreements, covenants, and understandings have been merged into this MOA. This MOA expresses the entire MOA and understanding between the parties. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOA.

VIII. **SEVERABILITY.** In case any one or more of the provisions contained in this MOA or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IX. **ELECTRONIC SIGNATURES.** The Parties agree that the MOA may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, each party has executed this agreement on the date indicated by the signature.

City of Las Cruces

Ikani Taumoepeau, City Manager

12/22/25.
Date

Las Cruces Police Officer's Association

Gil Mora, President

12/2/25
Date

Fred Mower, Fraternal Order of Police

12/2/2025
Date

AGREEMENT BETWEEN

THE CITY OF LAS CRUCES

AND

FRATERNAL ORDER OF POLICE

LAS CRUCES POLICE OFFICER'S ASSOCIATION

EFFECTIVE October 3, 2022 THRU October 3, 2025

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AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF LAS CRUCES (‘Employer”), aNew Mexico municipal corporation, (hereinafter referred to as “Employer” or the “City”), and the LAS CRUCESPOLICE OFFICER’S ASSOCIATION, (hereinafter referred to as the “Association”), which is an affiliate of the Fraternal Order of Police Labor Council and the Las Cruces Lodge #8 Fraternal Order of Police (collectively referred to as the “Parties”)

RECITALS

WHEREAS, the City recognizes the Association as the exclusive bargaining representative under NMSA Section 10-7E-1 et seq. (1978 as amended) and/or LCMC 1997, Section 15-1 et seq., as amended; and

WHEREAS, the purpose of this Agreement is to set forth the mutual understanding of the Parties regarding wages, hours, terms, and other conditions of employment for represented Employees; and

WHEREAS, this Agreement is created to provide for orderly and constructive employer-employee relations in the public interest; to establish wages, hours, terms, and other conditions of employment; todelineate the rights of Employees and protect the rights of the City; and to assure the orderly and efficient delivery of quality services to the citizens of Las Cruces; and

WHEREAS, the parties have negotiated in good faith and have reached Agreement on all matters that have been subject to negotiation and desire to reduce their agreement in writing to assure sound and mutually beneficial working and economic relationships between the Parties and to provide an orderly and timely means of resolving misunderstandings or differences that may arise; and

WHEREAS, in this Agreement, and any subsequent Memorandum of Understanding (MOU) between the Parties, the Las Cruces Police Department (LCPD) shall be referred to as the “Department”; the Chief of Police shall be referred to as the “Chief”; and reference to an Association member shall be referred to as “Employee.”

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties mutually agree as follows:

SECTION 1- RECOGNITION

Employer recognizes the Association as the exclusivecollective bargaining representative for all regular, non-probationary employees in the following job titles: Animal Control Officers; Police Detectives; Police Officers; Code Enforcement Officers; Evidence Technicians; NCIC Coordinators; ID Technicians; and Transport Officers.

SECTION 2- NON-DISCRIMINATION

The Employer, the Association, and any Employee of the Department, shall not discriminate against a member of the Association based upon race, color, sex, creed, religion, disability, marital status, age, national origin, sexual orientation, gender identity,membership status in the Association, or in violation of any City, County, State, or Federal law.

SECTION 3 – ASSOCIATION RIGHTS

A. The Employer will have an open-door policy for the Association's representative(s), and may meet with the Association's representative(s) at other mutually agreeable times and locations during the term of this Agreement for the purpose of administration of the Agreement and to address matters of mutual concern. The Association and the Employer will attempt to handle grievances and other matters without resorting to formal proceedings.

B. The Association will provide the Chief and the Human Resources Director a list of fifteen (15) representatives or designees of the Association. Representatives will be elected and/or appointed by the Association

C. Authorized representatives will be allowed reasonable access to consult with employees regarding the employer-employee relationship, provided that: (1) work of the employee and the service of the public are not unduly impaired; (2) the authorized representative shall provide advance notice to the Chief, or their designated representative, when contacting employees during the duty period of the employees. The Chief, or their designee, shall determine the appropriate time for such access.

Representatives may accompany an Association member during any process involving

disciplinary action, attending only as an observer. The representative shall not interrupt the proceeding and may only advise the employee. The association will make every attempt to use off- duty representatives as often as possible.

D. The Association President and/or his/her designee may be afforded ample time with pay, as determined by the Chief, or designee, to respond to Association duties in meetings with management or employees as directed by the Chief during a given normal work week. The President or designee shall obtain authorization from the Chief of Police or designee of their absence from work and activities. The Association President, or designee, shall notify their chain of command in advance of such absence.

E. The Association shall be permitted to maintain one bulletin board to be used exclusively for Association, or union business.

1. The City shall provide the space for the bulletin board, in a space that can be accessible to all Department personnel.

2. All posting and distribution of union or Association material shall be done by an Officer or Steward of the Association.

3. The bulletin board shall remain the property of the Association.

4. All material postedwill be approved by one of the Association Officers or Stewards.

5. The bulletin board shall not be used to post information that is critical of the city, city officials, elected officials, city management or their positions, or city employees, on any issue and shall not be inflammatory or political in nature, nor shall such posting violate state or federal law.

6. The bulletin board shall be the only location for the posting of union or Association notices on city property. The bulletin board will be professionally always maintained. If Management determines that material posted violates state or federal law or any other provision of this section, they shall provide notice to the Association president and, unless mutually agreed otherwise, the posting shall be immediately removed.

SECTION 4 EMPLOYEE RIGHTS

A. Employees may form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation matters of employer-employee relations.

B. City agrees that no officers, agents, representatives, members, or anyone connected with

either Party will in any manner intimidate, coerce, restrain, or interfere with employees to form, join, or assist labor organizations or refrain from any of these activities; specifically including the rights of employees to withdraw, revoke, or cancel Association membership, or because of the exercise of any right provided to the employee by this Agreement.

C. Employees are required to comply with all Department and City directives, orders, rules and procedures not in conflict with this Agreement. If an employee believes a conflict exists, they must follow the directive and may grieve the situation later. Such directives, orders, rules, policies, and procedures not in specific conflict with this Agreement are considered retained management rights and are not subject to the grievance procedure or any other complaint to appeal procedure.

SECTION 5 EMPLOYER/ MANAGEMENT RIGHTS

Unless limited by this Collective Bargaining Agreement or by other statutory provisions, the Employer retains the following rights:

A. To direct and supervise all operations, functions, and the work of employees;
B. To determine the place to report to work; to determine methods, processes, and manner of performing work;
C. To hire, lay off, promote, demote, assign, suspend, transfer, discipline, discharge or terminate Employees;
D. To determine the method and way services are provided to the community and customers of the City;
E. To determine staffing requirements; create, abolish and reallocate positions; 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, or reassign, all work duties;
J. To determine the need for additional positions and the qualifications of new employees; to determine the qualifications for and/or 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 necessary action to carry out the mission of the Employer in emergencies;

M. Retain all rights concerning management and operations of the activities of the City not specifically prohibited by a Collective Bargaining Agreement or "The City of Las Cruces Labor Management Relations Ordinance." 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 Department, including establishing funding for personnel costs, operating expenses, and capital outlay;

O. To determine qualifications for employment and the nature and content of personnel examinations;

P. Whenever reasonably practicable, the City will furnish the designated representative of the Association with a copy of newly established or amended policies, regulations, or procedures, that are applicable to the Association members, at least ten (10) calendar days prior to their effective date.

SECTION 6 – LOST, DAMAGED OR STOLEN PROPERTY

A. 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, unless used within the normal course of their assigned duties, without permission from the Chief, or their designee, or as otherwise authorized by Department policy.

B. Officers who have lost, damaged, or had Employer property stolen in the line of duty, regardless of cost, will not be required to reimburse the Employer for the cost of such items. Lost or damaged equipment that is the result of employee negligence or employee criminal acts are not covered by this section.

C. Employer will replace health aids prescribed by a licensed medical/health professional; uniform apparel; or required equipment damaged in the line of duty because of direct delivery of service, in accordance with established policy and the Employee's current personal property list. The request for replacement must be accompanied with official documentation of the loss or damage and is subject to the availability of funds and priorities of the Department. Reimbursement may be granted for required equipment items as listed on the Employee personal property list and the maximum reimbursement amounts

established by the Department. Disputes of reimbursement amounts shall be reviewed by the Labor Management Committee. This language in not intended to be used to replace old or worn-out health aids, uniform equipment, or other required equipment. Replacement requires the approval of the Chief or their designee.

D. All instances of lost, damaged, or stolen property shall be reported in writing to the Employee's supervisor on duty in accordance with the established policy at the time of the occurrence, or within twenty-four (24) hours of the discovery of the loss. Failure to submit a proper report shall bar any claim for replacement.

SECTION 7 – CLOTHING ALLOWANCE:

A. Uniform regulations for the Department are established by the Chief, or designee.

B. Eligibility for, and the number and type of uniforms to be furnished shall be determined by the Chief, or designee.

C. The City shall provide an annual uniform and equipment allowance of one thousand (1,000) dollars to eligible: sworn uniformed officers; K-9 Officers, uniformed animal control; code enforcement officers; and transport officers.

D. The City shall provide an annual uniform and equipment allowance of six hundred eighty-five (685) dollars to eligible traffic motor officers.

E. Equipment allowance shall not be used for the purchase of firearms.

F. The procurement of uniforms and equipment will be done in accordance with the procedure established by the Financial Services Department through approved vendors.

G. Bargaining unit members will have their uniform allowance available on or before July 14th of each year. Any unused or unspent uniform and equipment allowance will not be rolled over to the next fiscal year.

H. Employees shall be responsible for maintaining uniforms in a clean and serviceable condition. Employees are subject to uniform inspection at any time at the discretion of their supervisor. It shall be considered a violation of Department policy to utilize uniforms or to procure uniform items not approved by the Chief, or designee.

I. Employees whose uniform is not in a clean and serviceable condition may be sent home

without pay at the discretion of the supervisor until they are able to return inproper condition.

J. Employees who are assigned as detectives or determined eligible by the Chief for a clothing/uniform allowance, shall receive a total of one thousand three hundred (1,300) dollars per year, after the ratification of this contract by both parties and approval by City Council. This uniform allowance is to be paid in two (2) installments of six hundred and fifty (650) dollars; the first during a pay period in April, and the second in the first pay period in October. A prorated amount may be issued to anyone determined eligible by the Chief, or designee, after their appointment.

K. All detectives that have been in a detective assignment for two (2) or more consecutive years may request required replacement components for a Class "A" uniform in June of each year.

SECTION 8 – FIREARMS TRAINING

The Department will meet all minimum standards for firearms training as established by the New Mexico Law Enforcement Academy Board (NMLEA). This language shall not limit the number of shoots per year. The Department can establish other reasonable weapons training standards, including those for all Department approved firearms, whose minimum qualifications will be at least eighty (80) percent, with exception of SWAT, which can be higher, in accordance with an NMLEA accredited lesson plan.

SECTION 9 – TRAINING AND EDUCATION

The Employer encourages Employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule with approval of the supervisor. Time away from work may be paid for by the Employer. Approval to attend courses during working hours will be determined by the Chief or their designee.

An Employee shall obtain approval of their immediate supervisor before making plans to attend classes. The Employer also offers training sessions in many specialized areas. The Employee's Supervisor/Training Office will post notices of training opportunities that might be of benefit to Employees.

It is the responsibility of the Employee to identify and assess their own specific training needs

and initiate discussions and requests for training.

Requests for training shall be routed through the Employee's immediate chain of command and to the Training Office. Evaluation of all requests shall be made in accordance with Department policies.

SECTION 10 – BEREAVEMENT LEAVE

Employees of the Department may take up to three (3) days paid bereavementleave for a death in the immediate family. For this section, immediate familyshall include parents, stepparents, spouse, children, stepchildren, siblings, stepsiblings, grandparents, grandchildren, legal guardians and domestic partners.

A. Bereavement Leave shall be computed at the employee's hourly rate.

B. Employees shall be granted one day paid Bereavement Leave for a death of their mother-in-law, father-in-law, aunt, uncle, or grandparents-in-law, and or mother or father of a qualifying domestic partner.

C. One additional Bereavement Leave day shall be allowed if funeral services are held at a location greater than three hundred (300) miles from the City of Las Cruces.

D. If requested by the supervisor, an employee must present reasonable proof of death, relationship and/or attendance.

E. Leave should be taken within a reasonable period as determined by the Chief, or designee.

SECTION 11 – ANNUAL MILITARY LEAVE

A. During the term of this Agreement, annual military leave shall be granted in accordance with the City's Manual of Personnel Policies regarding Military Leave.

SECTION 12 – LEAVES OF ABSENCE WITHOUT PAY

A. Leave without pay may, on written application, be granted for up to fifteen (15) days by the Chief, or their designee, to a regular, full-time employee.

B. Leave without pay may, on written application, be granted for up to six (6) months by the Chief, or their designee, to an employee who has completed at least five (5) years of continuous service with the Department for the following reasons:

1. The physical or mental disability of the employee.

2. The employee is entering upon a course of training or study for the purpose of improving the quality of service to the City and will return to full-time employment with the City for a period of not less than three (3) years.

3. Extraordinary reasons, sufficient in the opinion of the Chief to warrant such leave of absence.

C. Leave for any of the above reasons shall be subject to the following regulations:

1. Such leave may not be granted for more than six (6) months but may, under the provisions of the paragraphs above, be renewed upon written application by the employee and approved by the Chief and City Manager.

2. During such leave, the Employee's position may be filled by another Employee. If the leave is for longer than a three (3) month period, the Employee shall advise the Chief at least thirty (30) days in advance of their desire to return to the Department. At the expiration of a leave without pay, the Employee may be reinstated in the position previously held, if available, or offered another vacant position for which they are fully qualified.

3. The employee may be required to successfully complete a medical/physical examination, side arm qualification, drug screen, background verification or any other job-related qualification as determined by the Chief.

4. Leaves of absence, except military leave, of over thirty (30) calendar days shall result in an "adjusted start date" for the purpose of vacation accrual, longevity payment, and adjustment to "anniversary date" to account for lost service time. No leave is accrued while an Employee is in leave without pay status and the time spent in such status shall not count toward eligibility for any pay increase, retirement, or for the purpose of meeting the qualification for any position.

5. Failure of an Employee to comply with the conditions of their leave without pay may be cause for refusal of reinstatement, and the Employee may be terminated from any further employment obligations.

6. The above provisions shall not be granted for criminal allegations against an employee, in that instance the employee shall be subject City of Las Cruces Personnel Rules and Regulations.

SECTION 13 - DISCRIMINATION AND HARASSMENT POLICY

The City's Personnel Manual and Policies, as adopted or revised, regarding Discrimination and Harassment shall apply to Employees in the Association during the term of this Agreement.

SECTION 14 – EMPLOYEE SAFETY AND HEALTH; FUNERAL EXPENSES

The safety and health of Employees is the primary concern of Employer.

Assigning priority to the value of human life and physical and mental wellbeing is essential to provide efficient services to the public.

A. Employer will:

1. Provide training, tools, or resources to Employees that promote safety and healthy working habits and attitudes.

2. Provide, at Department expense, City-approved safety equipment and procedures-subject to budget restrictions and Department priorities; provide protection against health hazards in the workplace; and make reasonable efforts to ensure the safety of Employees. If an employee, while carrying out their duties, is exposed to a contagious disease, the Employer agrees to pay the expense for inoculation and immunization for the employee and employees' resident immediate family. This is subject to the review and approval of the Chief, or designee, based on documentation and verification presented by the employee to the Chief, or designee, through the Human Resources Department.

3. Comply with applicable laws, regulations, policies, and procedures.

B. Employees are required to use and maintain provided safety equipment and follow established safety procedures.

C. The police administrators will utilize resources and maintain reasonable standards based upon the circumstances for assignment and dispatch of uniform officers within the patrol function in the interest of officer safety.

D. The City agrees to defray funeral and burial expenses of any employee killed in the line of duty up to a maximum of five thousand (5,000) dollars.

SECTION 15 – SAFETY AND HEALTH MEETINGS:

The Parties, including Employees, will bring hazardous/safety conditions that exist in the workplace to the attention of the other Party in writing and through the chain of command. The Parties will meet at mutually agreed upon times and places to discuss safety and health issues ofmutual concern.

SECTION 16 – NEGOTIATING PROCEDURES:

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 twenty (120) and no later than sixty (60) days prior to the Agreement expiration date. Within a reasonable time after receiving notice, the party receiving the request for bargaining shall respond in writing andsuggest 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 session.

C. The Parties shall negotiate ground rules.

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

E. The party requesting negotiations shall provide an outline of the articles, or sections, of the collective bargaining agreement that they intend to bring forward as proposed revisions.

F. Complete written proposals shall be prepared with articles, or sections, that each party will be discussing at each next scheduled negotiation session.

G. All agreements reached by the parties shall be in writing and marked as Tentative Agreements. Tentative Agreements are conditional and may be withdrawn should later discussions changeeither of the Parties' understanding of the language as it relates to another part of the agreement. Unless agreed by the parties, tentative agreements shall not become effective until the entire negotiation package is ratified by the Parties.

H. If the Parties have not reached agreement on a successor agreement before the expiration of this Agreement,the provisions herein shall not be in effect or binding unless agreed to in writing by the Parties.

SECTION 17– NMLEA CERTIFICATION:

All sworn Employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department, as well as all minimum requirements contained in the Employee's job description. All requirements for fitness testing shall be developed by the Employer and criteria related to and validated for law enforcement personnel. Failure of an Employee to maintain the minimum requirements for the job shall be considered "just cause" for termination.

SECTION 18 – COMPENSATION

A. Association employees shall receive increases to base wages that will be effective on the first full pay period after approval and adoption of this Agreement as follows:

Police Officers	14%
Traffic Investigators	14%
Detectives	14%
Transport Officers	6.5%
Animal Control Officers	6.5%
Codes Officers	6.5%
Evidence Technicians	6.5%
NCIC Coordinators	6.5%

B. Effective on the first full pay period after the first anniversary of the adoption of this Agreement by the City Council and ratification by the parties, the following increases to base wages will be as follows:

Police Officers	5%
Traffic Investigators	5%
Detectives	5%
Transport Officers	5%
Animal Control Officers	5%
Codes Officers	5%
Evidence Technicians	5%

NCIC Coordinators	5%

C. Effective on the first full pay period after the second anniversary of the adoption of this Agreement by the City Council and ratification by the parties, the following increases to base wages will be as follows:

Police Officers	5%
Traffic Investigators	5%
Detectives	5%
Transport Officers	5%
Animal Control Officers	5%
Codes Officers	5%
Evidence Technicians	5%
NCIC Coordinators	5%

D. No earlier than 120 days, nor later than 60 days prior to the second (2nd) anniversary date of the effective date of the increase outlined in section 18.(C) above, either party may notify the other in writing of its desire to re-open this Agreement, provided such re-opener shall be limited to one (1) non-economic, and one (1) economic, section of this Agreement. The rules for the re-opener shall occur in accordance with Section 16 Negotiating Procedures, in this Agreement.

E. Step increases will continue for the term of the Agreement.

F. Effective the first full pay period after approval and adoption of this Agreement by City Council and ratification by the parties, an additional step beginning on the twenty-third (23) year will be added to the pay tables for non-sworn, represented, employees.

SECTION 19– SPECIALTY PAY

A. Bilingual Pay

The following employee positions shall be eligible for bilingual pay at the rate of fifty (50) dollars per week: sworn officers, codes enforcement officers, animal control officers, ID and evidence Technicians, and transport officers. Employees must demonstrate a sufficient level of proficiency in Spanish, as determined by the Human Resources Department. Employees are only eligible for bilingual pay if the use of Spanish is for the benefit of the Department.

B. Senior Patrol Pay

Patrol officers, currently possessing an "Advanced" certification through the New Mexico Department of Public Safety (DPS), with ten (10) or more years of service as patrol officers will be moved to the nearest pay grade equating to a two and one half (2.5) percent increase. Patrol officers, include School Resource Officer (SRO), K-9, Street Crimes Unit, NET, and Community Outreach Officers.

C. Animal Control Certification

Animal Control Officers who achieve and maintain NACA III and NACA Cruelty III certifications shall receive thirty-five (35) dollars of additional pay per pay period.

D. K- 9 Pay

The handler(s) assigned to the K-9 Unit shall perform the routine care and maintenance of the canine ("K9"). Officers will be allotted ½ hour per duty day to complete this task. Officers will be compensated seven (7) hours of overtime per pay period for off-duty care and maintenance of the police K9.

E. Advanced Education

Employees in positions that may require, or prefer, advanced education, beyond a high school diploma, or equivalent, as determined by the Chief, or designee, in consultation with the Human Resources Department, may be eligible for advanced education pay. Relevant degrees shall be determined by the Chief, or designee, in consultation with the Human Resources Department and shall be from accredited institutions. Verification of degree will be required and submitted to the Human Resources Department to be retained in the employee's personnel file. Amounts are as follows:

1. Bachelor's Degree: $260/year
2. Master's Degree: $400/year

F. Amounts will be issued by methods determined by the Financial Services Department on the first full pay period after the beginning of each fiscal year.

SECTION 20 – VACATION AND VACATION ACCRUAL

During the term of this Agreement, employees represented by the Association shall continue to accrue annual leave in accordance with the City's Manual of Personnel Policies, as adopted or revised.

SECTION 21 – SENIORITY

A. Department Seniority: defined as "the length of continuous service within the Department as a certified law enforcement sworn officer, or for a non-sworn member as the length of continuous service with the Department.

B. Team Seniority: employees shall have Team Seniority when assigned to a specialized work unit. Team Seniority begins anew every time an employee is assigned to a new specialized unit.

1. Units:

Criminal Investigations Section
Traffic Unit
Metro Narcotics Task Force
Street Crimes Unit
School Resource Officer
K-9 Unit
Community Outreach Unit

C. Specialized sections, units or task forces shall be determined by the Chief.

D. When a member Employee involuntarily leaves specialized sections, units, or task force, or sections, to return to patrol, that member will be placed at the bottom of the seniority list until the next shift rotation (bid shift).

E. Sworn officers assigned to the patrol section shall bid for shifts and days off according to seniority. The bid shall occur prior the city's fiscal year. Shift assignments will be for one (1) year.

F. The Association shall maintain the Seniority list and shall provide complete copies of the

list as requested by the Chief or their designee.

G. Should employees of disbanded specialty sections be returned to patrol due to funding or administrative directives, the affected employees shall be returned with their due Department Seniority.

H. When an employee is transferred from one position to another within the same salary table, they shall continue to receive the same base rate and continue their Department Seniority.

I. When an employee transfers to a different specialized section or unit the Chief, or designee, will determine placement within that salary table that is commensurate with the employee's years of experience, or their qualifications that are specific to that unit or section and salary table.

J. An employee may be moved, or hired, within the Department to permit best use of skills, experience, and education, in positions for which they are qualified, for the benefit of the Department. If the employee is placed within a different salary table than the employee's current assigned table, the Chief, or designee, will determine placement within the salary table. Consideration will be given to internal equity and be reviewed in conjunction with the Human Resources Department

SECTION 22 – HOLIDAYS

A. Employees will receive paid holidays at ten (10) hours per holiday, in accordance with the city's annual holiday schedule adopted by City Council.

B. Paid holiday leave is recognized as an employee benefit to allow employees to observe national, state and local holidays. The Chief, or designee, will determine the positions that are required to work holidays.

C. Employees working on a holiday will receive time and one half (1½) for all hours worked on the holiday. Holiday hours will be considered time worked for purposes of determining overtime pay.

D. Employees shall receive personal leave as per the City of Las Cruces Manual of Personnel Policies, as adopted or revised.

SECTION 23 – SICK LEAVE

Sick leave shall be determined and administered in accordance with the City of Las Cruces Personnel Manual, as adopted and revised, for the duration of this Agreement.

SECTION 24 – WORK HOURS, SCHEDULES, AND OVERTIME

A. The Chief will set all work hours and schedules. A normal forty-hour work week will be either five 8-hour days, or four 10-hour days. These hours will be worked over a seven (7) day work week. Nothing shall prevent the Chief from changing, or altering work hours, work weeks, or schedules after meeting and consulting with the Association.

   1. Overtime shall be paid for all hours worked over forty (40) hours in the designated seven (7) day period, unless specified by a grant or other reimbursement agreement.

   2. The overtime rate shall be one and one half (1½) times the Employee's regular hourly rate of pay.

   3. All non-sworn Employees may be permitted a rest period of fifteen (15) minutes during each one-half shift. Rest periods cannot be accrued or carried over or used at the beginning or end of a shift or to extend a lunch period. Rest periods are subject to scheduling and interruption by management.

B. When there is a delayed opening or early closing of City offices due to inclement weather conditions, non-sworn and non-essential personnel may be sent home with pay or allowed to stay at home with pay, at the discretion of the Chief. During inclement weather, essential sworn personnel shall report for duty as scheduled, unless otherwise directed by the Chief, and are not eligible for additional compensation for said duty.

C. The City's Personnel Manual and Policies regarding Compensatory Time, as adopted or revised, shall apply to Association employees during the term of this Agreement. A member may accrue a maximum of four hundred and eighty (480)hours of compensatory time. Written request for carry-over beyond the maximum stated above shall be submitted to the Chief during the month of June. The Chief may consider extraordinary circumstances and request approval by the City Manager for carry-over above the maximum.

   Each calendar year, a member may "cash in" up to one hundred and fifty (150) hours of accrued compensatory time – payable with and/or as part of the first paycheck in December. This provision shall not be interpreted to prevent the City from cashing out all

accrued compensatory time at the end of the fiscal year.

SECTION 25 – EXTRA DUTY ASSIGNMENTS

The Employer will post all extra duty assignments and Employees will be allowed to sign up for such assignments. In situations where an insufficient number of Employees sign up for such assignments, the assignments will be made in a reverse seniority order. Reasonable consideration may be given for hours worked and the nature of the assignment.

SECTION 26 – OUTSIDE EMPLOYMENT

Department General Orders and Standard Operating Procedures and the City Personnel Manual and Polices, as adopted and revised, shall apply to all outside employment during the term of this Agreement.

SECTION 27 – RETIREMENT

A. Retirement benefits provided under the Public Employees Retirement Association (PERA) are not negotiable under the Collective Bargaining Ordinance of the City of Las Cruces, apart from how much is paid into the plan by the City of Las Cruces.

B. The information in this section is provided solely to inform Association members about their current retirement benefits:

C. The Employer has adopted Municipal Police Plan Five (5) of Public Employees Retirement Association of New Mexico program for eligible sworn officer and Municipal Plan Three (3) for eligible non-sworn personnel.

D. The parties to this Agreement encourage Employees to contact PERA directly to obtain detailed information regarding retirement benefits and options

E. Upon retirement, an Employee may be paid for unused sick and annual leave in accordance with the City's Personnel Manual and Polices, as adopted or revised.

SECTION 28 – OFFICERS LIABILITY PROTECTION

A. Should a bargaining unit employee be sued in a civil action for any allegations arising out of the course and scope of the officer's employment, the City will defend and indemnify that officer pursuant to the requirements of the New Mexico Tort claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

B. For the purposes of this section and Agreement, the phrase "course and scope of employment" means the lawful acts, which an officer is requested, required, or authorized to perform by the city.

SECTION 29 – GROUP INSURANCE:

The Employer has Group Insurance plans that are offered to its Employees. The Employee will be advised of the plans at the Employee orientation. The Employer will pay the premium cost of any of the group insurance plans as approved by City Council and may be subject to change. If the City's contribution changes for non-union employees, this Agreement is amended to reflect said changes. The parties agree to discuss group insurance concerns with the Union. Specified details of the plans and costs to an Employee are available through the Human Resources Department.

SECTION 30 – WORKERS COMPENSATION

Workers compensation coverage is provided in accordance with the New Mexico Workers Compensation Act (the "Act") as required by the Act.

SECTION 31 – JURY DUTY, WITNESS PAY, and COURT PAY

A. On days they would otherwise have worked, an Employee shall be given time off without loss of pay for jury duty. Fees received for jury duty (other than meal or travel allowances) shall be returned to the Employer.

B. An employee who is off duty and subpoenaed to testify concerning matters arising out of the performance of their assigned duties will receive a minimum of one (1) hour of pay based on the employee's regular rate of pay.

C. In the event an employee is fully released and must return for another subpoenaed appearance beyond a two (2) hour break, they will receive a minimum one (1) hour of pay,

all other hours will be compensated as time worked. This does not apply to employees appearing in court during their normal shift.

D. Employees who are on paid leave for a line of duty injury will not receive compensation for appearing in court.

E. If an employee is using sick leave, the employee shall be compensated at their base rate of pay for the time spent in court, without deduction of time from their sick leave bank.

F. Telephonic/ Video/ Remote appearances- Employees providing telephonic or video testimony pursuant to a subpoena to testify concerning matters arising out of the performance of their assigned duties shall be compensated in accordance with this section.

SECTION 32 – STANDBY/ON-CALL PAY:

Stand-by pay will be used to compensate members required to make their time available to the city government after regular scheduled working hours. Hours worked under this section will be paid at the overtime rate, unless otherwise noted in this section.

A. Definitions:

1. Stand-by Employee: An individual, who though off duty, is required to be available to respond to emergencies and/or if necessary, return to duty.
2. Stand-by Pay/On-Call Pay: Compensation paid in addition to the hourly base rate to individuals required to be "on call" or stand-by. Extra compensation is paid to the employee for making their time available to the Employer after regular working hours. Stand-by/ On-Call pay shall be eighty-five (85) dollars per week.
3. Show Up Pay: This payment is awarded to employees who report for duty when recalled from off duty status and who are recalled for less than two (2) hours.
    a. The employee shall be paid for the two (2) hours at their overtime rate.
    b. If the employee remains on duty at the expiration of the two (2) hour period, or is called back before its expiration, they will be compensated for the additional time worked beyond the two (2) hours, at their overtime rate.
    c. If the employee is released from work after the expiration of the two (2) hour period, and then recalled back to work, any additional time worked at their overtime rate.
4. Should a recall or call out result in an unreasonable loss of sleep (less than four hours),

the employee may request flex time. Flex time shall be based on actual time worked and is contingent upon supervisor approval.

5. Employees may request "comp-time" in lieu of show-up pay in accordance with section 24.C of this Agreement.

6. The stand-by employee is expected to respond to telephone inquiries during the on-call period without additional compensation. Should telephone inquiries go beyond two (2) hours in an employee's off duty time, the stand-by employee shall be compensated for hours work beyond the two (2) hours.

7. Stand-by pay/On-Call Pay is determined by this Agreement. The Stand-by pay/On-Call Pay for Association members, will remain the same as City Policy. In the event City Policy increases, the increases shall apply to Association employees.

8. Additional Procedures for the implementation of Stand-by and On-Call pay, not in conflict with this section, shall occur in accordance with the City of Las Cruces Personnel Manual and Policies, as amended, specifically section 400.

SECTION 33 – LONGEVITY PAY:

The Association and the City agree to longevity pay and retention bonuses in accordance with 2022 New Mexico HB68. Should the City of Las Cruces fail to apply for and maintain the required information for the state funds for longevity pay and retention bonuses as required by HB68, the City will fund the cost of the retention bonus or longevity pay to eligible employees who were to receive the retention funds for that year.

SECTION 34 – CHECK OFF AUTHORIZATION

A. The Parties agree to the following:

1. The Association may represent Employees in negotiations and in the settlement of grievances, in accordance with this Agreement.

2. The Employer will make Association members' dues deductions, upon presentation of dues deduction authorizations cards signed by individual Employees. The deduction shall be for each pay period specified and, in the amount, specified by the employee. The Employer shall remit such deductions to the Treasurer of the Association within ten (10) days, after such deductions are made.

3. To exclusive representation status during the term of the Agreement as provided in the State Labor Management Relations Ordinance.

B. The Employer shall pay the amount withheld to the Association.

C. The Union will indemnify and hold the Employer harmless including payment of all attorney fees and costs for counsel chosen by the Employer for any claim or challenge to this Article or imposition of an agency fee/fair share.

SECTION 35 – LAY OFF/ FURLOUGH, AND RECALL:

A. Layoff is defined as severance of an employee from the work force due to lack of work. Layoff is made without prejudice and is no fault of the affected employee. Employees recalled to work will be recalled in reverse order of layoff. Certified law enforcement officers will be laid off in reverse order of seniority.

B. Furlough is defined as temporary unpaid leave of some employees due to economic conditions of a department, or the city. Prior to implementing a furlough program, the affected employees shall be notified at least ten (10) working days in advance.

C. The Employee that is laid off may remain on lay off status for a period of twelve (12) months. Employees on layoff status must provide the City with a correct address to whicha recall notice may be mailed. Failure to provide and maintain a correct address to which arecall notice may be mailed, will result in a forfeiture of recall rights. Failure to report to work within five (5) days of receipt of recall, or refusal of any position offered to the Employee, will result in a forfeiture of any recall rights. Recall notices will be sent bycertified return receipt requested mail. If the Employee has not been recalled within twelve (12) months of the layoff, the City will have no further employment obligations to the Employee.

SECTION 36 – PROFESSIONAL STANDARDS SECTION:

The purpose of an administrative investigation is to determine if any Department or city rules, regulations, policies, procedures, laws, or training directives have been violated. To ensure that investigations cultivate public confidence and further good order, discipline, good management practices, and accountability, while recognizing the individual rights of Association employees, the following guidelines have been established:

A. The interrogation of any officer shall be at reasonable hours, preferably when the officer is on duty and during the daylight hours unless the exigencies of the investigation dictate otherwise as determined by the City.

B. Any interrogation shall take place at a location designated by the investigating officer, usually a police department facility, unless the urgency of the investigation requires otherwise.

C. Prior to commencement of any interrogation session:

1. The officer shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

2. The officer shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the officer unless the Chief or their designee determines that disclosure of the complainant's name;

3. A reasonable attempt shall be made to notify the officer's commanding officer of the pending interrogation.

D. During an interrogation session, the following requirements shall be adhered to:

1. Each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;

2. There shall not be more than two (2) interrogation sessions within a twenty-four (24) hour period, unless the parties mutually consent to additional sessions, if there shall be at least one (1) hour rest period between sessions;

3. The combined duration of an officer's work shift and any interrogation session shall not exceed fourteen hours within a twenty-four (24) hour period, unless the urgency of the investigation requires otherwise;

4. There shall not be more than two (2) interrogators at any given time;
5. An officer shall be allowed to attend to physical necessities as they occur during the interrogation session;
6. Through the course of the investigation, additional issues of concern may arise that may be incorporated into the investigation.
7. An officer shall not be subjected to offensive language or illegal coercion by is interrogator during and interrogation session.

E. When any officer is under investigation for an administrative matter, the officer shall be permitted to produce any relevant documents, witnesses, or other evidence to support their case.

F. Any interrogation of an officer shall be recorded, either mechanically or by a stenographer. There shall be no "off-the-record" conversations except by mutual agreement. All recesses called during the investigation shall be noted in the record. The complete interrogation shall be published as a transcript and the final version approved by the investigating officer. Nothing discussed "off the record" during the administrative interrogation shall be used as party of the administrative interrogation, investigation, or official file, or shall be submitted for any official action.

G. An employee/officer shall be provided a copy of their interview. The employee or the Association shall be allowed to review the entire investigative file, upon written request, no later than fifteen (15) working days after the investigation has been completed. No review shallbe done while on duty. The employee may decline disclosure of an interview or investigative file to the Association.

H. An officer, must as a condition of continuing employment, truthfully answer all questions relating to the matter under investigation whether the officer is a participant or awitness to the matter. The determination of whether a question is relevant to the matter under investigation shall be made solely by the investigator.

I. Upon request, the Department shall afford the employee an opportunity, to consult with an Association representative before being questioned, provided the interrogation is not delayed more than two (2) hours, from the time the employee is notified of the meeting, unless there is an emergency. An Association representative may be present during the interrogation; however, the representative shall not be a witness or the subject or potential

subject of the investigation which is being conducted concerning the employee or be involved in either the employee's administrative or criminal investigation or be a supervisor in the chain of command of the employee. The representative's role should be limited to that of an advisor to the employee, and not as a participant in the questioning or investigation. The employee's representative may not interfere with the questioning or investigation.

J. The investigating officer may remove any party interfering with the interrogation.

K. In the event a PSU investigator has evidence of an intentional false police report, these observations and opinions may be included as part of the investigative report. In these cases, the City may take whatever action it deems appropriate, and the officer may at their discretion pursue whatever legal remedies are available.

L. The Chief may order a polygraph examination, and only after the following has been done:

1. All reasonable investigative means have been exhausted.
2. The officer has been advised of the Chief's reasons for ordering the polygraph examination.

M. At the end of the investigation, the PSU investigator will submit a written summary to the Chief, containing:

1. an outline of the alleged conduct;
2. the finding relative to the alleged actions;
3. specific violations, if any are shown to the evidence;
4. ancillary issues developed during the investigation;
5. Conclusions, with a recommended finding for each allegation as follows:
    a. SUSTAINED - conduct alleged apparently occurred and amounts to misconduct;
    b. NOT SUSTAINED - insufficient evidence exists to clearly prove or disprove allegation;
    c. UNFOUNDED - act alleged apparently did not occur;
    d. EXONERATED - personnel's conduct was lawful, justified and proper;
    e. OFFICE INVESTIGATION - complainant failed to cooperate with the investigation and there is not enough evidence available to draw a fair conclusion;
    f. SUSTAINED OTHER – the employee was determined to have committed a violation other than what was originally alleged.

N. At the time that the written summary is approved by the Chief, a written notice will be provided to the officer, notifying them of the completion of the investigation. Upon the Chief's receipt of the written summary, the Chief will render a decision regarding disciplinary action within a reasonable time and make notice of their decision to the officer. PSU will submit a monthly report to the Chief, listing all outstanding PSU investigations submitted to the Chief for approval.

O. A member may sign a privacy waiver allowing a POA representative to view any allowable investigative materials as per the officers' bill of rights, and to inquire about the status of a pending investigation.

P. Investigations must be done in a timely manner of one hundred and eighty (180) days. A one (1) time extension shall be granted based on extraordinary circumstances which may include a FMLA qualifying event, military leave, or other circumstances as determined by the Chief or designee.

SECTION 37 - DISCIPLINE:

A. A disciplinary measure may be imposed upon an employee for misconduct, incompetence, violations of rules, policy or laws, or other valid reasons. When discipline arises from off-duty conduct, such conduct shall be reasonably related to the employee's responsibilities and/or role as a public servant and representative of the City of Las Cruces as determined by the Chief, or their designee.

B. Discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct. Discipline will be applied in a corrective, progressive, and uniform manner unless the facts of the situation warrant a more severe discipline. It shall be the responsibility of the Chief, or their designee, to determine what situations warrant more severe discipline. The Chief, or their designee, may determine to postpone a suspension or issue it immediately, dependent on the needs of the Department. Discipline may be delayed based on extraordinary circumstance as determined by the Chief, or their designee, or based on return to duty from approved leave.

C. PENALTIES

1. Discipline penalties shall be limited to any one of the following:

- Verbal reprimand*
- Corrective action
- Written reprimand
- Suspension without pay
- Demotion/Disciplinary transfer
- Terminations

2. Verbal reprimands must be documented and specifically recognized by the employee and the supervisor as such. Such documentation shall not be considered a written reprimand. Other disciplinary action shall be given to the employee in writing and shall state the reasons for the action. A copy of the action shall be placed in the employee's personnel file except for verbal reprimands, which will be documented in a separate file. A verbal reprimand is not considered an administrative sanction.
3. Corrective action is defined as a supervisory action taken to correct an employee's work-related performance or behavior problem.
4. Employees will normally be disciplined in private.

D. DISCIPLINARY PROCEDURES

1. Upon discovering a violation, the reporting supervisor shall:
   a. Submit a written recommendation to the appropriate Deputy Chief for review and final recommendation to the Chief or their designee.
   b. Only the Chief or their or designee may authorize disciplinary action deemed necessary for the violations cited.
   c. The employee may accept the imposed discipline. If the employee does not agree with the imposed discipline, they may direct their concerns to the Association President.
   d. The Association President and Chief, or designee, may agree to meet to discuss an informal resolution on discipline matters involving the loss of pay.
   e. Final imposition of discipline rests solely with the Chief o or their designee. At the discretion of the Chief, employees may be allowed the forfeiture of vacation or comp time in lieu of leave without pay. (Any further remedies can be found in Section 34 of this contract.)

E. LOUDERMILL HEARING

1. In the event an employee is terminated, demoted, or suspended for more than two (2) working days, the City Manual of Personnel Policy regarding "Loudermill Hearings" shall be adhered to. There shall be a meeting with an employee explaining the reasons for an involuntary transfer.
2. The Peace Officer's Employer/Employee relations Act (Officer's Bill of Rights) shall be applied and adhered to, throughout the procedures in this section and others, as indicated in Grievance Procedures Section 38.F.3 of this Agreement.

SECTION 38 – GRIEVANCE PROCEDURE

A. Purpose. The purpose and objectives of the Grievance Procedure are to:
   1. Resolve disputes arising from the interpretation, application, or enforcement of the specific terms of this Agreement, and concerns of disciplinary written reprimands, suspensions without pay, demotions, and terminations.
   2. Encourage the equitable settlement of disagreements/problems informally at the lowest possible administrative level (employee-supervisor level) and provide an orderly procedure to handle grievances through the chain of command.
   3. Resolve grievances expeditiously and correct the causes of grievances thereby reducing the number of grievances and future similar disputes.

B. Definitions. For the purpose of this section the following definitions shall apply:
   1. Manager: The City Manager or their authorized representative.
   2. Day: a calendar day, excluding Saturdays, Sundays, and city holidays.
   3. Chief of Police: Department head of the Las Cruces Police Department.
   4. Director of Human Resources: the director of Human Resources or their authorized representative.
   5. Grievance: a complaint of an employee or group of employees, or the association which alleges a violation agreement arising out of the application or interpretation of a specific clause in this Agreement or an appeal of a disciplinary action, which results in an administrative sanction with monetary repercussions—suspension, demotion, or termination. A letter of reprimand may be appealed through the grievance procedure up

to the level of the Chief.

6. Immediate supervisor: the individual who assigns, reviews, or directs the work of the employee as recognized in their chain of command.
7. Superior: the individual to whom an immediate supervisor report.
8. Grievant: any employee, group of employees, or the Association.

C. Reviewable and Non-Reviewable Grievances

1. To be reviewable under this procedure a grievance must:
   a. Concern matters or incidents that have occurred in alleged violation of a specific clause in this Agreement; and
   b. Concerns disciplinary written reprimands, suspensions without pay, demotions, and terminations.
   c. Specify the relief sought, which relief must be within the power of the Employer to grant in whole or in part.
2. A grievance is not reviewable under this procedure if it is a matter which:
   a. Are general complaints not directly related to specific clauses of this Agreement or a disciplinary matter.
   b. Relates to any City retirement program.

D. General Provision of the Grievance Procedure.

1. Grievances may be initiated only by the employee or employees concerned, or by the Association on behalf of itself, regarding an otherwise grievable incident. The Association cannot grieve, for itself, an incident already grieved by an employee or group of employees. Conversely, an employee or group of employees cannot grieve an incident already grieved by the Association.
2. Procedure for Presentation – in presenting their grievance, the employee shall follow the sequence and procedure outlined in this Section.
3. Prompt Presentation - the employee shall discuss their grievance with their immediate supervisor within ten (10) working days after the act or omission of management causing the grievance or within ten (10) working days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.

4. Prescribed Form - the written grievance shall be submitted on a form prescribed by the Director of Human Resources for this purpose.
5. Statement of Grievance - the grievance shall contain a statement of:
    a. The specific situation, disciplinary action, act or acts complained of as a violation of this Agreement and the specific section of this Agreement that is alleged to be violated.
    b. The inequity or damage suffered by the employee; and
    c. The relief sought.
6. Employee Representative - the employee may choose someone to represent them at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time unless they so desire.
7. Extension of Time - the time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
8. Consolidation of Grievances - if the grievance involves a group of employees or if several employees file separate grievances on the same matter, it may be agreed upon by the parties, whenever possible, to settle the separate grievances as one grievance.
9. Grievance proceedings shall be kept informal at all levels of this procedure.
10. If the Employer or Department fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance may be appealed to the next level.
11. Absent emergency circumstances as determined by the Chief, or designee, if the grievant fails to comply with the grievance procedure or time limit requirements, the grievance shall beconsidered null and void.

E. Steps

1. Discussion with the Supervisor.
    a. The employee shall discuss the grievance with their immediate supervisor informally with the objective of resolving the grievance.
    b. The Supervisor shall give their decision to the employee verbally within three (3) days. If a decision is not made or if the grievant disagrees with the decision, the

grievant may proceed to Step 2.

2. Step 2 - Written Grievance to Lieutenant.
   a. If the employee and the supervisor cannot resolve the grievance within the three (3) working days' time limit, the employee may, within ten (10) working days, present their grievance in writing to their Lieutenant.
   b. The Lieutenant shall hear the grievance and give their written decision to the employee within ten (10) working days after receiving the grievance.

3. Step 3 - Grievance to Chief.
   a. If the employee and their Lieutenant cannot reach an agreement as to the solution of the grievance or the employee has not received a written decision within the ten (10) working days, the employee may, within ten (10) days present their written grievance and all written comments and/or decision in writing to the Chief, or designee.
   b. The Chief, or designee, shall schedule a meeting to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.
   c. The Chief, or designee, will have ten (10) days to render a decision. Note: All grievances that involve an interpretation of existing policy or orders of the Chief or interpretation of the Collective Bargaining Agreement will only be filed at the Chiefs level.

4. Step 4. Grievance to the City Manager.
   a. If the grievance is not resolved with the Chief, or designee, the grievance may be filed with the City Manager, or their designee, within ten (10) days from the Chief's, or designees, response, or when the Chief, or designees, response was due.
   b. The City Manager, or designee, shall schedule a meeting to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting to present evidence on their behalf. Each party shall have the right to cross-examine witnesses brought by the other party.

c. The City Manager, or designee, will have at least ten (10) days to render a decision.

F. Arbitration:

Any dispute or grievance that has not been resolved by the Grievance Procedure may be submitted to Arbitration by the Association or the City without the consent of the other party, providing it is submitted within ten (10) working days, following the termination of the Grievance Procedure. Failure to request arbitration within the ten (10) day time frame will render the grievance null and void.

1. In the event an individual employee requests arbitration, they must obtain the written approval of the Association to proceed. If the Association does not approve the employee's request, the decision of the City Manager is final and binding on the Union, the employee and the employer.

2. The requesting party shall notify the other party in writing of the matter to be arbitrated. The party who requests arbitration must submit a request to the Federal Mediation and Conciliation Service (FMCS) with a copy to the City Manager within ten (10) days of receipt of the City Manager's response to the grievance. Failure to request arbitration within the ten (10) day time frame will render the grievance null and void. The request for an arbitrator cannot include any special requirements for the arbitrator unless those requirements are mutually agreed upon by the parties. The arbitrator will be selected from a panel of seven (7) arbitrators requested from the FMCS. Each party reserves the right to request additional panels. The moving party to the arbitration shall strike the first name from any panel. The parties shall alternatively strike names until there is one name remaining who shall be the arbitrator. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may make rules of procedure. The standard of proof for the arbitrator shall be by the preponderance of the evidence. The arbitration decision shall be in writing and shall include the suggested relief. The arbitrator shall not have the authority to expand, or add to, the rights of employees or the union under the terms of this agreement. If this Agreement is silent on an issue that is the subject of arbitration, the arbitrator shall dismiss the grievance.

3. The decision of the arbitrator shall be final and binding on the parties and shall constitute an award within the meaning of 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.

G. Miscellaneous:

1. No reprisal or retaliation by any party shall be taken against any person who participates in or who is a witness in the proceeding of a grievance.
2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
3. An Employee acting individually may present a grievance without the intervention of the Association provided the grievance has been processed in accordance with this procedure.
4. If a grievance affects a group of two (2) or more Employees or involves an action or decision by the Employer or the Department, which has a department-wide impact, the Association may submit the grievance on behalf of the affected Employees.
5. All documents related to a grievance shall be maintained in a separate folder from the 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 Agreement.
7. The grievance and the Association's processing of grievances may be conducted on paid Employee time unless otherwise agreed by the parties.
8. All grievances reduced to writing and settled shall be signed by the Employer and the Association's Committee for the records of each party. To eliminate waste of time or delay, it may be agreed by the parties to try to settle one or more grievances at the same time.
9. The Employer or the Association shall have the right to bring documents and/or witnesses (at the expense of the party bringing the witness) to the grievance meeting to present evidence on their behalf.

10. This procedure is the exclusive remedy for employees and the Association for appealing or challenging the Employer involving any provisions of this Agreement or wages, hours, or other terms and conditions of employment or disciplinary actions.

SECTION 39 – PROBATION PERIOD:

The probationary period for Employees holding positions which will be represented by the Association shall be twelve months from the Employee's most recent date of hire as a full-time regular Employee. This probationary period may be extended for a period of up to six (6)months (for good and sufficient purpose) as determined by the Chief.

SECTION 40– FILLING VACANCIES:

A. Vacancies, per the approved budget, are considered positions without an incumbent,of which the Employer determines to be filled. .

B. In the event the Employer chooses to fill a vacancy with other than a temporary assignment, such vacancy shall be posted for a period of at least five (5) days. The posting shall contain such information as the minimum skills and qualifications as well as desirable skills and qualifications.

C. Employees wishing to apply for a posted vacancy shall do so by following the instructions contained on the posting notice or by contacting the Human Resources Department when applicable.

D. If an employee is on approved leave during the posting period, the employee shall be allowed to apply immediately upon return to duty, or at the posting close date and time, if done forty-eight (48) hours prior to the initial testing date. It is the employees' responsibility to identify such postings

E. Vacancy notices shall be placed in areas normally frequented by Employees.

F. Vacancies will be filled by the applicant who the Chief, or designee, believes is best qualified and meets the needs of the Department.

G. Factors such as, but not limited to, work performance, attendance, disciplinary history and qualifications and a scored test shall be given consideration.

H. Employees selected to fill vacancies shall be subject to an orientation period of six (6) months in the position, during which time their performance shall be evaluated. The

employee's performance in the new position will be evaluated, after which time the employee may be returned to their former position, at the discretion of the Chief, or designee. This may occur at any time.

I. The parties acknowledge that the Chief has the authority to reassign or transfer all employees if they determine that doing so is in the best interest and meets the needs of the Department. Nothing in this Section shall be construed as a limitation on that authority.

J. Employees will be given reasonable notice of involuntary reassignments or transfers.

SECTION 41 - STAFFING:

The parties acknowledge that it is an exclusive right and prerogative of management to determine staffing levels. If the Association has concerns over staffing levels, it may provide input to the Chief or their designee.

SECTION 42- MODIFIED DUTY/ NON-HAZARD DUTY

A. The Chief or their designee shall have discretion to approve Modified Duty or Non-Hazardous Duty for employees who develop an injury or illness off duty. Employees who are determined to temporarily be unable to perform the duties of the position, by a qualified physician, including pregnancy, may request to be placed on Modified Duty/ Non-Hazardous Duty by submitting a request in writing to the Chief. If such duty is not available within the Department, the employee may request light duty within the City in accordance with City policy. If the City has an available light duty position for which the employee qualifies, the City may offer the position to the employee. After receiving the qualified physician's certification for modified duty or non-hazardous duty, the City will determine its ability to accommodate the request for Modified Duty/ Non-Hazardous duty. The determination of the City is not subject to grievance and nothing contained in this provision is intended to require the City to accommodate a request.

B. Modified Duty/ Non-Hazardous Duty will be paid at a base hourly wage for 40 hours for a period no greater than six (6) months.

C. A department employee who is on temporary modified/non-hazardous duty because of pregnancy shall be paid at the employee's base hourly rate, in accordance with the terms of this Agreement, for up to 40 hours per week.

SECTION 43 – LABOR MANAGEMENT COMMITTEE:

If during the term of this Agreement the parties agree that there is need for a labor management committee, such a committee shall be formed as follows:

A. The committee shall meet at mutually agreed upon times and places.

B. The Association and the Employer shall each appoint two (2) members unless otherwise agreed upon.

C. The committee shall be free to address any topic of mutual concern to the parties.

D. The outcome of the meetings shall not constitute a binding agreement of the parties, unless by mutual agreement of the parties.

E. The committee shall not negotiate or change the Collective BargainingAgreement.

F. The Chief or their designee and the President of the Association may meet as needed at mutually agreed upon times and places to discuss possible conflicts or problems that may arise and try to resolve them at the lowest possible level. By mutual agreement, items may be referred to the Labor Management Relations Committee should such a committee be formed.

SECTION 44 – CITY OF LAS CRUCES AND POLICE DEPARTMENT RULES AND REGULATIONS AND CITY POLICIES:

A. The Employer and the Department may amend or expand current policies, rules and regulations which directly affect or may affect Association Employees, provided such amendments or expansions do not contradict the provisions of this Agreement or any Memorandum of Understanding between the Parties. Said policies, rules and regulations are the written expression of retained management rights; therefore, they are not subject to the grievance procedure unless they violate a specific provision of this Agreement or a Memorandum of Understanding between the parties. The Employer and the Department will make available a copy of amended rules and regulations, or policies and procedures for Employee use. It is the Employees' responsibility to become familiar with such documents. The Association President will be provided a copy of any anticipated amendments and the Association will be provided the opportunity to respond in writing, within fifteen (15) days, to such changes unless the changes are due to an emergency.

SECTION 45 – CONTRACT INCLUDES ENTIRE AGREEMENT:

This Agreement is the only existing Agreement between the parties and replaces all previous Agreements. The Employer and the Association may, upon mutual Agreement and negotiation, place in effect a Memorandum of Understanding which may change provisions of this Agreement, or address matters which may become issues of mutual concern from time to time. The Employer is responsible for the initial reproduction of fully executed copies. The Association will be provided with such reproductions, and each party is responsible for distribution to its constituents. It is the responsibility of the Employees and supervisor to become familiar with this Agreement.

The parties acknowledge that during the negotiations which 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, and that all such subjects have been discussed and negotiated upon and the Agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities; therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 46 - SAVINGS CLAUSE SEVERABILITY:

If any provision of this Agreement is determined by final order of an administrative body or court with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provision not affected by the illegal provision shall remain in full force and effect. The provision determined to be contrary to law may be subject to renegotiations by the parties provided either party submits a request to reopen negotiations no later than thirty (30) days after the parties know or reasonable should have known that the provision was contrary to law.

SECTION 47 - TERM OF AGREEMENT:

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this Agreement and will expire on to the third (3rd) anniversary date of its adoption by the City Council.

During the term of this agreement, the Employer and the Association may reopen any provision of this Agreement upon mutual agreement.

THIS AGREEMENT shall remain in full force and effect and shall not expire until a successor Agreement is signed.

IN WITNESS whereof, the parties hereto have set their hands and seals this_____day of _____, 2022.

LAS CRUCES POLICE OFFICERS' ASSOCIATION

_____
PRESIDENT
Gil Mora

_____
SECRETARY
Diana Renteria

_____
Fraternal Order of Police
Stephanie Lopez

_____
FOP Attorney
Fred Mowrer

CITY OF LAS CRUCES

_____
Ken Miyagishima, Mayor

ATTEST:

_____
Christine Rivera, City Clerk

_____
Ifo Pili, City Manager

_____
Miguel Dominguez, Police Chief

_____
Jennifer Vega-Brown, City Attorney

26-085

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:**	January 5, 2026
Drafter:	Gaby Prats	**Department:**	Financial Services

Title: **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2026 BUDGET AND AN AMENDMENT TO THE FY2026 VEHICLE ACQUISITION LIST.**

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

PURPOSE(S) OF ACTION:

To accept grant awards and amend the FY26 budget and amend the FY26 Vehicle Acquisition list.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

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

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

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

SUPPORT INFORMATION:

Exhibit "A" - Fund Summaries 01-05-26
Exhibit "B" - Vehicle Acquisition List
Attachment "A" - Grant Listing
Attachment "B" - CMO - SFY25 IGA 25-J2951 Fully Executed Agreement
Attachment "C" - FD - FY24 HUD B-24-CP-NM-1486 Grant Agreement Executed
Attachment "D" - FD - SFY25 IGA 25-J2957 Fully Executed Agreement
Attachment "E" - HNS - SFY25 IGA 25-J2958 Fully Executed Agreement
Attachment "F" - HNS - SFY25 IGA 25-J2961 Fully Executed Agreement
Attachment "G" - LRU - FY26 NMDOT-A RASE Amendment #3 Fully Executed Agreement
Attachment "H" - LRU - SFY25 IGA 25-J4125 Fully Executed Agreement
Attachment "I" - MPO - FFY26 NMDOT FTA Grant Award & NTP
Attachment "J" - MPO - FFY26 Statewide Planning & Research award letter
Attachment "K" - PD - FFY25 HIDTA HID3025G0513 Modification #2

Attachment "L" - PD - SFY25 IGA 25-J2963 Agreement Executed
Attachment "M" - PD - SFY25 IGA 25-J2964 Fully Executed Agreement
Attachment "N" - PR - SFY25 IGA 25-J2962 Fully Executed Agreement
Attachment "O" - PW - FY24 HUD B-24-CP-NM-1477 Grant Agreement Executed
Attachment "P" - PW - SFY25 IGA 25-J2952 Fully Executed Agreement
Attachment "Q" - QOL - FY26 State Libraries-In-Aid Fully Executed Agreement
Attachment "R" - QOL - SFY25 IGA 25-J2960 Fully Executed Agreement
Attachment "S" - QOL - SFY25 IGA 25-J2968 Fully Executed Agreement
Attachment "T" - TRAN - SFY25 IGA 25-J2959 Agreement Executed
Attachment "U" - HNS - SFY25 IGA 25-J2953 Fully Executed Agreement
Attachment "V" - PW - SFY25 IGA 25-J2955 Fully Executed Agreement

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 to accept the grant awards as presented and amend the City's FY2026 Budget and Vehicle Acquisition list.
2. Vote "No"; this will not approve the Resolution to accept the grant awards as presented and amend the City's FY2026 Budget and Vehicle Acquisition list.
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 26-085

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 AND AN AMENDMENT TO THE FY2026 VEHICLE ACQUISITION LIST.

The City Council is informed that:

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

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

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

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

(I)

THAT the City hereby amends the FY2026 City Budget and accepts all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the FY2026 Vehicle Acquisition List, is hereby amended as outlined in Exhibit "B", attached hereto and made part of this Resolution, are hereby approved.

(III)

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

	1000 GENERAL FUND 2025-26			
	Original Budget	**Amended Budget**	**Req. Adjustment**	**Adjusted Budget**
RESOURCES				
Beginning Balance	$ 76,170,624	0	0	76,170,624
Revenues				
Municipal Gross Receipts Tax	55,085,239	55,085,239	0	55,085,239
Public Safety Gross Receipts Tax	4,880,700	4,880,700	0	4,880,700
Hold Harmless Replacement GRT	17,000,000	17,000,000	0	17,000,000
State-Shared Gross Receipts Tax	50,825,436	50,825,436	0	50,825,436
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	21,000	0	21,000
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	750,000	750,000	0	750,000
Lodgers Tax	0	0	0	0
Property Taxes	14,957,286	14,957,286	0	14,957,286
Payment In Lieu of Property Tax	817,771	817,771	0	817,771
Franchise Fees	2,595,000	2,595,000	0	2,595,000
Payment In Lieu of Franchise Fees	1,446,584	1,446,584	0	1,446,584
Licenses, Fees & Permits	3,250,210	3,250,210	0	3,250,210
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	120,750	120,750	0	120,750
Charges For Services	7,186,977	7,873,532	0	7,873,532
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,133,474	5,133,474	0	5,133,474
Investment Income	0	0	0	0
Miscellaneous Revenues	190,746	190,746	0	190,746
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	**166,520,698**	**167,207,253**	**0**	**167,207,253**
TOTAL RESOURCES	**$ 242,691,322**	**167,207,253**	**0**	**243,377,877**
Expenditures				
General Government	5,691,810	5,691,810	0	5,691,810
Legislative	625,652	625,652	0	625,652
Municipal Court	2,078,721	2,078,721	0	2,078,721
City Manager-300	9,449,936	9,654,420	0	9,654,420
Legal	2,695,452	2,695,452	0	2,695,452
Las Cruces Police Department	41,095,936	41,069,046	0	41,069,046
Las Cruces Fire Department	31,139,578	32,538,424	0	32,538,424
Utilities	0	0	0	0
Economic Development	5,778,336	5,943,697	0	5,943,697
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	3,333,275	3,333,275	0	3,333,275
Financial Services	7,963,871	7,963,871	0	7,963,871
Information Technology	7,541,061	8,584,506	0	8,584,506
Fleet	0	0	0	0
Assistant City Manager-500	1,198,769	1,198,769	0	1,198,769
Parks & Recreation	20,374,203	20,754,100	0	20,754,100
Community Development	6,713,019	5,920,316	0	5,920,316
Quality of Life	11,320,216	10,753,576	0	10,753,576
Public Works	18,314,952	18,375,289	0	18,375,289
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 175,314,787**	**177,180,924**	**0**	**177,180,924**
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(34,631,452)	(34,631,452)	(40,633)	(34,672,085)
Total Other Resources	**$ (34,631,452)**	**(34,631,452)**	**(40,633)**	**(34,672,085)**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 32,745,083**	**(44,605,123)**	**(40,633)**	**31,524,868**
Required Reserve:				
State Required 1/12th	14,609,566	14,765,077	0	14,765,077
Local CLC 1/12th	14,609,566	14,765,077	0	14,765,077
AVAILABLE BALANCE	**$ 3,525,951**	**(74,135,277)**	**(40,633)**	**1,994,714**

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	207,500	0	207,500
Federal Grants	9,229,523	5,220,164	0	5,220,164
State Grants	4,573,536	17,858,804	20,000	17,878,804
Local Grants	0	805,000	0	805,000
Debt Service	0	0	0	0
Total Revenues	**13,985,059**	**24,091,468**	**20,000**	**24,111,468**
TOTAL RESOURCES	**$ 14,234,290**	**24,091,468**	**20,000**	**24,360,699**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	5,768,725	13,261,056	0	13,261,056
Legal	0	0	0	0
Las Cruces Police Department	1,581,852	1,332,003	0	1,332,003
Las Cruces Fire Department	568,628	1,313,759	0	1,313,759
Utilities	194,431	0	0	0
Economic Development	2,869,028	2,969,028	0	2,969,028
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	144,821	1,157,615	0	1,157,615
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manager-500	512,694	1,148,866	0	1,148,866
Parks & Recreation	446,219	929,064	0	929,064
Community Development	400,000	400,000	0	400,000
Quality of Life	1,447,022	1,601,439	20,000	1,621,439
Public Works	51,638	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 13,985,058**	**24,164,468**	**20,000**	**24,184,468**
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**	**(73,000)**	**0**	**176,231**

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	7,622,748	4,000,000	11,622,748
State Grants	21,868,273	23,145,665	13,423,100	36,568,765
Local Grants	0	107,777	0	107,777
Debt Service	0	0	0	0
Total Revenues	**25,601,563**	**30,876,190**	**17,423,100**	**48,299,290**
TOTAL RESOURCES	**$ 25,601,563**	**30,876,190**	**17,423,100**	**48,299,290**
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager-300	6,212,832	7,970,107	1,831,500	9,801,607
Legal	0	0	0	0
Las Cruces Police Department	154,751	300,182	2,402,000	2,702,182
Las Cruces Fire Department	159,338	85,444	3,000,000	3,085,444
Utilities	0	0	0	0
Economic Development	1,710,644	2,412,364	0	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	522,420	0	522,420
Parks & Recreation	3,454,531	6,290,627	100,000	6,390,627
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	13,909,467	13,295,045	10,089,600	23,384,645
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 25,601,563**	**30,876,190**	**17,423,100**	**48,299,290**
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

	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	1,533,161	0	1,533,161
State Grants	3,595,422	4,597,356	1,022,672	5,620,028
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**4,023,056**	**6,311,671**	**1,022,672**	**7,334,343**
TOTAL RESOURCES	**$ 4,590,102**	**6,311,671**	**1,022,672**	**7,901,389**
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	5,298,484	7,583,277	1,022,672	8,605,949
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	**$ 5,298,484**	**7,583,277**	**1,022,672**	**8,605,949**
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	**$ 4,618**	**(558,606)**	**0**	**8,440**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	5923 TRANSIT 5339 CAPITAL & OTHER 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ (783,269)	0	0	(783,269)
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	8,831,196	7,511,422	0	7,511,422
State Grants	0	0	100,000	100,000
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**8,831,196**	**7,511,422**	**100,000**	**7,611,422**
TOTAL RESOURCES	**$ 8,047,927**	**7,511,422**	**100,000**	**6,828,153**
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	8,122,969	7,791,539	0	7,791,539
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	100,000	100,000
Legislative Reserve	0	0	0	0
Total Expenditures	**$ 8,122,969**	**7,791,539**	**100,000**	**7,891,539**
Other Resources				
Operating Transfers In	768,405	1,063,386	0	1,063,386
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 768,405**	**1,063,386**	**0**	**1,063,386**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 693,363**	**783,269**	**0**	**(0)**

CITY OF LAS CRUCES *Exhibit "A"*

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	7490 METROPOLITAN PLANNING ORGANIZA 2025-26			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	$ 150,909	0	0	150,909
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	557,806	233,402	162,531	395,933
State Grants	0	0	0	0
Local Grants	89,801	63,707	0	63,707
Debt Service	0	0	0	0
Total Revenues	**647,607**	**297,109**	**162,531**	**459,640**
TOTAL RESOURCES	**$ 798,516**	**297,109**	**162,531**	**610,549**
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	0	0	0	0
Metropolitan Planning Organization	703,703	281,761	203,164	484,925
Total Expenditures	**$ 703,703**	**281,761**	**203,164**	**484,925**
Other Resources				
Operating Transfers In	41,728	41,728	40,633	82,361
Operating Transfers Out	0	0	0	0
Total Other Resources	**$ 41,728**	**41,728**	**40,633**	**82,361**
Accrual Adjustments	0	0	0	0
ENDING BALANCE	**$ 136,541**	**57,076**	**0**	**207,985**

CITY OF LAS CRUCES

Exhibit "A"

BUDGET ADJUSTMENT REQUEST

BUDGET FISCAL YEAR 2025-26

	7492 HIDTA-CLC 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	149,374	767,092	(318)	766,774
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	**149,374**	**767,092**	**(318)**	**766,774**
TOTAL RESOURCES	**$ 149,374**	**767,092**	**(318)**	**766,774**
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
METRO	125,657	491,571	0	491,571
HIDTA	23,717	275,521	(318)	275,203
Total Expenditures	**$ 149,374**	**767,092**	**(318)**	**766,774**
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**

FY 2026 VAF Program Funding

Department/Line of Business	Inventory Number	Existing Model	Replacement Model	Estimated Replacement Cost	Funding By Source: VAF Program Fund	Funding By Source: Utilities Funding	Funding By Source: Other Sources (Grant, Lease, Debt)
300-CITY MANAGER							
0430-HOUSING NEIGHBORHOOD SERVICES	New	New	Ford Cargo Van	$70,000	$0	$0	$70,000
0430-HOUSING NEIGHBORHOOD SERVICES	New	New	Ford F-150	$50,000	$0	$0	$50,000
0430-HOUSING NEIGHBORHOOD SERVICES	28011	Dodge Ram 3500	Ford T350 Passenger Van	$65,000	$0	$0	$65,000
0430-HOUSING NEIGHBORHOOD SERVICES	30919	Ford E350	Ford E350	$62,000	$0	$0	$62,000
			Total 300-CITY MANAGER	**$247,000**	**$0**	**$0**	**$247,000**
320-POLICE							
0232-PUBLIC SAFETY	22340	PONTIAC SUNFIRE	FORD F 150 crew cab	$76,911	$76,911	$0	$0
0232-PUBLIC SAFETY	22416	FORD VAN TRITON	FORD Transport Van T-350	$89,667	$89,667	$0	$0
0232-PUBLIC SAFETY	25079	FORD F150	FORD INTERCEPTOR	$78,586	$78,586	$0	$0
0232-PUBLIC SAFETY	27598	CHEVROLET IMPALA	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	30907	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31810	CHEVROLET AVALANCHE	FORD F 150 crew cab	$76,911	$76,911	$0	$0
0232-PUBLIC SAFETY	31853	DODGE CHARGER	FORD INTERCEPTOR	$78,586	$78,586	$0	$0
0232-PUBLIC SAFETY	31854	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31856	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31860	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31863	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31865	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31866	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
0232-PUBLIC SAFETY	31873	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000

	0232-PUBLIC SAFETY	31891	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
	0232-PUBLIC SAFETY	31892	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
	0232-PUBLIC SAFETY	31894	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
	0232-PUBLIC SAFETY	31895	DODGE CHARGER	FORD INTERCEPTOR	$87,000	$0	$0	$87,000
	0232-PUBLIC SAFETY	32179	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0232-PUBLIC SAFETY	32212	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0232-PUBLIC SAFETY	32250	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0232-PUBLIC SAFETY	32251	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0232-PUBLIC SAFETY	32253	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0232-PUBLIC SAFETY	32255	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0232-PUBLIC SAFETY	32258	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0232-PUBLIC SAFETY	32265	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
	0432-COMMUNITY OUTREACH	New	New	FORD F150	$76,800	$76,800	$0	$0
	0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
	0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
	0432-COMMUNITY OUTREACH	New	New	FORD Maverick Hybrid	$34,335	$34,335	$0	$0
	0432-COMMUNITY OUTREACH	New	New	FORD MAVERICK Hybrid	$36,000	$0	$0	$36,000
				Total 320-POLICE	**$2,446,796**	**$1,207,796**	**$0**	**$1,239,000**
330-FIRE & EMERGENCY								
	0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	New	New	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	New	New	Ford Transit Van	$48,000	$0	$0	$48,000
	0133-ADMINISTRATIVE-FD	New	New	Pierce or other TBD	$997,045	$0	$0	$997,045

	0133-ADMINISTRATIVE-FD	New	New	TBD Type I ambulance	$417,910	$0	$0	$417,910
	0133-ADMINISTRATIVE-FD	New	New	Various Enclosed Trailer	$8,600	$0	$0	$8,600
	0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
	0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
	0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
	0133-ADMINISTRATIVE-FD	31550	Pierce Impel	Pierce Arrow XT or other	$997,045	$0	$0	$997,045
	0133-ADMINISTRATIVE-FD	31836	Ford Taurus	Ford Hybrid/ elec	$36,000	$36,000	$0	$0
	0133-ADMINISTRATIVE-FD	31837	Ford Taurus	Ford F150 Lightning	$61,460	$30,460	$0	$31,000
	0133-ADMINISTRATIVE-FD	31843	Ford F150	Ford F150	$60,541	$60,541	$0	$0
	0133-ADMINISTRATIVE-FD	31858	Dodge Charger	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
	0133-ADMINISTRATIVE-FD	32223	Ford Taurus	Ford Maverick Hybrid	$29,600	$0	$0	$29,600
			Total 330-FIRE & EMERGENCY SERVICES		**$3,950,601**	**$127,001**	**$0**	**$3,823,600**
340-UTILITIES								
	0134-OFFICE OF THE DIRECTOR-UT	32057	Ford F150	Ford F150	$68,000	$0	$68,000	$0
	0134-OFFICE OF THE DIRECTOR-UT	32417	Ford F150	Ford F150	$68,000	$0	$68,000	$0
	0134-OFFICE OF THE DIRECTOR-UT	33104	Ford F250	Ford F150 ext cab 4x4	$68,000	$0	$68,000	$0
	0234-NATURAL GAS & ENERGY OP MAINT	31842	Ford F-150	Ford F-150	$56,000	$0	$56,000	$0
	0234-NATURAL GAS & ENERGY OP MAINT	32075	Ford F250	Ford F250	$77,000	$0	$77,000	$0
	0234-NATURAL GAS & ENERGY OP MAINT	32087	Ford F750	Ford F750	$87,000	$0	$87,000	$0
	0234-NATURAL GAS & ENERGY OP MAINT	32782	Ford F-150	Ford F-250	$66,000	$0	$66,000	$0

0334-WATER OPERATION & MAINTENANCE	New	New	big tex SA 08BK TRAILER	$26,300	$0	$26,300	$0
0334-WATER OPERATION & MAINTENANCE	New	New	JOHN DEERE GATOR GATOR	$25,000	$0	$25,000	$0
0334-WATER OPERATION & MAINTENANCE	32299	Ford F-250	Ford F-250	$66,000	$0	$66,000	$0
0334-WATER OPERATION & MAINTENANCE	32347	Ford F250	Ford F250	$77,000	$0	$77,000	$0
0434-WASTEWATER OPERATION & MAINTEN	32423	Ford F-250	Ford F-250	$66,000	$0	$66,000	$0
0534-SOLID WASTE COLLECTIONS	New	New	Freightliner GS Products ASL	$233,200	$0	$233,200	$0
0534-SOLID WASTE COLLECTIONS	New	New	Peterbilt 520 Wittke FEL	$390,800	$0	$390,800	$0
0534-SOLID WASTE COLLECTIONS	31876	Ford F550	Ford F550	$90,000	$0	$90,000	$0
0534-SOLID WASTE COLLECTIONS	31889	Ford F-750 Container Truc	Frieghtliner Container Truck	$161,100	$0	$161,100	$0
0534-SOLID WASTE COLLECTIONS	32304	Peterbilt Roll Off Truck	Peterbilt Roll Off Truck	$239,100	$0	$239,100	$0
0534-SOLID WASTE COLLECTIONS	32307	Peterbult 320 McNelius	Peterbult 320 McNelius	$445,000	$0	$445,000	$0
0534-SOLID WASTE COLLECTIONS	32314	Peterbult 320 McNelius	Peterbult 320 McNelius	$445,000	$0	$445,000	$0
0534-SOLID WASTE COLLECTIONS	32340	Bandit 2680 Beast	Vermeer HG4000	$607,600	$0	$607,600	$0
0534-SOLID WASTE COLLECTIONS	32774	Peterbilt 320 Front Loader	Peterbilt 520 Front Loader	$390,800	$0	$390,800	$0
0534-SOLID WASTE COLLECTIONS	32775	Peterbult 320 McNelius	Peterbult 320 McNelius	$380,000	$0	$380,000	$0

	0634-MGMT OF INFORMATION SYSTEMS	New	New	Ford F-150 4x4	$56,000	$0	$56,000	$0
	0634-MGMT OF INFORMATION SYSTEMS	32254	Ford F-150	Ford F-150	$64,000	$0	$64,000	$0
	0834-BUSINESS SERVICES	New	New	Polaris 500 ranger	$13,000	$0	$13,000	$0
	0934-REGULATORY COMPLIANCE & TRAINI	New	New	Ford Ford Escape	$44,000	$0	$44,000	$0
	1034-TECHNICAL SUPPORT	32416	Ford F-150	Ford F-150	$71,000	$0	$71,000	$0
	1034-TECHNICAL SUPPORT	33094	Ford F-150	Ford F-150	$71,000	$0	$71,000	$0
				Total 340-UTILITIES	**$4,451,900**	**$0**	**$4,451,900**	**$0**
400-ASSISTANT CITY								
	0140-OFFICE OF THE ACM-IT	02670	Tymco 435 Sweeper	Tymco 435 Sweeper	$120,000	$0	$0	$120,000
		Total 400-ASSISTANT CITY MANAGER'S OFF			**$120,000**	**$0**	**$0**	**$120,000**
450-PARKS & RECREATION								
	0145-OFFICE OF THE DIRECTOR-PR	New	New	Ford Maverick	$35,000	$0	$0	$35,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F150	$50,000	$0	$0	$50,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150	$50,000	$0	$0	$50,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150	$45,000	$0	$0	$45,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250	$70,000	$0	$0	$70,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250	$70,000	$0	$0	$70,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-250	$70,000	$0	$0	$70,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	ford f250 4x4	$60,000	$0	$0	$60,000

	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150 F-150	$50,000	$0	$0	$50,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Ford F-150 F-150	$50,000	$0	$0	$50,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	JLG T350 T350 - Aerial Lift	$35,000	$0	$0	$35,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	New	New	Toro Groundmaster 5900	$75,000	$0	$0	$75,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	30925	Ford F-250	Ford F-250	$65,000	$65,000	$0	$0
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	30995	isuzu npr tymco mini sweeper	isuzu npr tymco mini sweeper	$100,000	$0	$0	$100,000
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31018	Ford F150	No No	$55,000	$55,000	$0	$0
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31103	Ford f150 ext cab	ford f150 crew cab	$55,000	$55,000	$0	$0
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31347	Ford F150	No No	$55,000	$55,000	$0	$0
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31367	ford f-250	ford f-250	$62,000	$62,000	$0	$0
	0545-OUT OF SCHOOL TIME & YOUTH DIV	30819	Ford Taurus	Hyundai Kona EV	$35,000	$35,000	$0	$0
				Total 450-PARKS & RECREATION	**$1,087,000**	**$327,000**	**$0**	**$760,000**
460-COMMUNITY								
	0146-OFFICE OF THE DIRECTOR-CD	New	New	Ford Ranger	$41,126	$0	$0	$41,126
	0346-LAS CRUCES DEVELOPMENT CENTER	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
	0346-LAS CRUCES DEVELOPMENT CENTER	30729	Ford F-150	Ford Maverick Hybrid	$36,000	$36,000	$0	$0
				Total 460-COMMUNITY DEVELOPMENT	**$113,126**	**$36,000**	**$0**	**$77,126**
480-PUBLIC WORKS								

0248-PUBLIC INFRASTRUCTURE	29269	Ford F150	Ford F150 Lightning EV	$65,000	$65,000	$0	$0
0248-PUBLIC INFRASTRUCTURE	31077	Ford F150	Ford F150	$55,000	$55,000	$0	$0
0248-PUBLIC INFRASTRUCTURE	31353	Ford F150	Ford F150	$45,000	$45,000	$0	$0
0348-TRAFFIC ENGINEERING	New	New	Centerline Supply Transport Trailer	$25,000	$0	$0	$25,000
0348-TRAFFIC ENGINEERING	New	New	Ford F-250	$70,000	$0	$0	$70,000
0448-OPERATIONS AND MAINTENANCE	New	New	Buckshot 83"x16' Dump Trailer	$12,000	$0	$0	$12,000
0448-OPERATIONS AND MAINTENANCE	New	New	Ford F-250	$70,000	$0	$0	$70,000
0448-OPERATIONS AND MAINTENANCE	New	New	International MV607	$180,000	$0	$0	$180,000
0448-OPERATIONS AND MAINTENANCE	New	New	International MV607	$185,000	$0	$0	$185,000
0448-OPERATIONS AND MAINTENANCE	New	New	Mack Granite Mack MP7	$380,000	$0	$0	$380,000
0448-OPERATIONS AND MAINTENANCE	31179	John Deere 310SJ	John Deere 410P	$150,000	$0	$0	$150,000
0448-OPERATIONS AND MAINTENANCE	32104	ELGIN 4M	ELGIN 4M	$385,000	$0	$0	$385,000
0448-OPERATIONS AND MAINTENANCE	33125	JOHNSTON RT 655	ELGIN BROOMBEAR	$421,667	$0	$0	$421,667
0448-OPERATIONS AND MAINTENANCE	33267	JOHNSTON 4400	ELGIN BROOMBEAR	$421,667	$0	$0	$421,667
0548-FACILITIES	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
0548-FACILITIES	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
0548-FACILITIES	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
0548-FACILITIES	New	New	Ford Maverick Hybrid	$36,000	$0	$0	$36,000
			Total 480-PUBLIC WORKS	**$2,609,334**	**$165,000**	**$0**	**$2,444,334**

500-ASSISTANT CITY								
0250-ROADRUNNER TRANSIT	28734	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
0250-ROADRUNNER TRANSIT	28737	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
0250-ROADRUNNER TRANSIT	28739	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
0250-ROADRUNNER TRANSIT	31569	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
0250-ROADRUNNER TRANSIT	31581	FORD GLAVAL E350	STARCRAFT ALLSTAR	$127,883	$0	$0	$127,883
0250-ROADRUNNER TRANSIT	31747	Dodge Caravan	Ford Maverick Hybrid	$40,000	$0	$0	$40,000
0250-ROADRUNNER TRANSIT	31834	FORD GLAVAL E350	STARCRAFT ALLSTAR	$127,883	$0	$0	$127,883
		Total 500-ASSISTANT CITY MANAGER'S OFFIC		**$5,095,766**	**$0**	**$0**	**$5,095,766**
540-QUALITY OF LIFE							
0254-LIBRARY	New	New	Ford E450 Bookmobile	$330,000	$0	$0	$330,000
0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
0354-SENIOR PROGRAMS	New	New	Ford F150 Hot/cold body	$88,591	$0	$0	$88,591
0354-SENIOR PROGRAMS	New	New	Ford Maverick Hybrid	$44,227	$0	$0	$44,227
0354-SENIOR PROGRAMS	31075	Ford Fusion	Ford Maverick	$35,000	$35,000	$0	$0
0354-SENIOR PROGRAMS	31745	Ford Ranger	Ford F150 Hot/cold body	$88,591	$88,591	$0	$0
0354-SENIOR PROGRAMS	32127	Ford F150	Ford F150	$88,600	$88,600	$0	$0
0354-SENIOR PROGRAMS	32363	Ford F150	Ford F150	$88,600	$88,600	$0	$0
0354-SENIOR PROGRAMS	32365	Ford F150	Ford F150	$88,600	$88,600	$0	$0
			Total 540-QUALITY OF LIFE	**$1,029,391**	**$389,391**	**$0**	**$640,000**
630-INFORMATION							

	0363-IT INFRASTRUCTURE SUPPORT	30740	FORD F150	FORD F150	$36,000	$36,000	$0	$0
	0363-IT INFRASTRUCTURE SUPPORT	32878	FORD FLEX	FORD TRANSIT VAN XL	$55,000	$0	$0	$55,000
			Total 630-INFORMATION TECHNOLOGY		**$91,000**	**$36,000**	**$0**	**$55,000**
900-ANIMAL SERVICES								
	9000-ANIMAL SERVICES CENTER A&G	32239	Ford Transit Cargo Van	Ford Transit Cargo Van	$51,000	$0	$0	$51,000
			Total 900-ANIMAL SERVICES CENTER		**$51,000**	**$0**	**$0**	**$51,000**
				Total VRA By Funding Source	**$21,292,914**	**$2,288,188**	**$4,451,900**	**$14,552,826**

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 297,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2951
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Accessibility Compliance Improvement
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the planning, design, construction, and improvement of buildings and park facilities throughout Las Cruces. It will also help replace outdated infrastructure and add new equipment, with a focus on enhancing accessibility for all community members.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 300- City Manager's Office

Line of Business: 0255 - Public Infrastructure
Program: 0255C - Architectural Management
Project Manager: Sreedevi Bhathala Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: 0336 - Organizational Support
Program: 0336D - Compliance/ADA
Project Manager: Saron McKee
Phone: 575-528-3039
Email: smckee@lascruces.gov

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

ACCOUNT STRINGS:

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

Revenue: 4100-40248003-599200 $297,000
Expense: 4100-40248003-801000 $297,000

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

Date to Accounting:
Project Number: 25951
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 11/24/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 3,000,000.00
Council Budget Adjustment Date: 12/15/2025
Grant Agreement #: B-24-CP-NM-1486
ALN/CFDA#: 14.251
Grant Effective Date: 08/13/2024
Grant Reversion Date: 08/31/2032
Funding Agency: U.S. Dept. of Housing & Urban Development - Community Project Funding (CPF)

PROJECT INFORMATION

Grant Project Title: FFY2024 HUD CPF Mental Health Response Station
Type of Funding: Federal Capital
Type of Grant: Congressionally Directed Spending
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0

City Fiscal Year: FY2026
Funder Fiscal Year: FFY2024

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

The funding will be used to plan, design, construct, furnish and equip an integrated health care building in Las Cruces. The new facility will support the City's Mobile Integrated Health (M.I.H.) and L.I.G.H.T. (Lessen the Incidents of Grief, Harm, and Trauma) programs. The space will also foster collaboration between M.I.H., L.I.G.H.T., 911 Dispatch, the Crisis Triage Center, Police, and Fire Departments. Together, these efforts aim to improve care and outcomes for those in crisis.

DEPARTMENT INFORMATION

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

Line of Business: 0255 - Public Infrastructure
Program: 0255C - Architectural Management
Project Manager: Orlando Granado
Phone: 575-541-2060
Email: ogranado@lascruces.gov

Line of Business: Administration
Program: Chief's Office
Project Manager: Dominic Soucy
Phone: 575-528-3473
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: 4100-40333001-599100
Expense: 4100-40333001-801000

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

Date to Accounting:
Project Number: 2602A
Project Created By: J Trevino
Set-Up Date: 11/25/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 5,500,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2957
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Mental Health Crisis Station Construction (MIH Building)
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the planning, design, construction, and outfitting of a new facility in Las Cruces to serve as a base for mobile integrated healthcare, mental health crisis response, and critical intervention teams. The station will help deliver timely, coordinated care to individuals in need across the community.

DEPARTMENT INFORMATION

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

Line of Business: 0255 - Public Infrastructure
Program: 0255C - Architectural Management
Project Manager: Orlando Granado
Phone: 575-541-2060
Email: ogranado@lascruces.gov

Line of Business: Chief's Office
Program: Administration
Project Manager: Dominic Soucy
Phone: 575-528-3473
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: 4100-40248003-599200 $5,500,000
Expense: 4100-40248003-801000 $5,500,000

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

Date to Accounting:
Project Number: 25957
Project Created By: J Saffell
Set-Up Date: 12/4/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/04/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 584,100.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2958
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Mesilla Valley Resource Campus Improve
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

The funding will support the design, engineering, and construction of roadway and pedestrian improvements at MVCH. Enhancements include a new bus stop, turning lanes, High-Intensity Activated Crosswalk (HAWK) systems, an additional emergency exit driveway, expanded parking, improved lighting, ADA-compliant pedestrian facilities, a pedestrian trail, and perimeter fencing.

DEPARTMENT INFORMATION

Implementation Dept: 300- City Manager's Office
User Dept: 550- Public Works

Line of Business: 0430
Program: 0430A
Project Manager: Natalie Green
Phone: 575-541-3086
Email: ngreen@lascruces.gov

Line of Business: Public Infrasctructure
Program: Architectural Management
Project Manager: Sreedevi Bhathala Mohanraj
Phone: 5755412538
Email: sbhathala@lascruces.gov

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

ACCOUNT STRINGS:

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

Revenue: 4100-40248001-599200 $584,100
Expense: 4100-40248001-802000 $584,100

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

Date to Accounting:
Project Number: 25958
Project Created By: J Trevino
Set-Up Date: 11/13/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/04/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 1,039,500.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2961
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Paseos Verdes Housing Complex Construct
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the planning, design, and construction of Phase I of Paseos Verdes, an 80-unit affordable housing community in Las Cruces. The development will include 20 units for veterans with on-site services from the Department of Veterans Affairs, and 60 workforce housing units. Apartments will range from studios to two-bedrooms designed to meet the needs of low-income residents. The property will include an elevator, playground, EV-capable parking, bike storage, and will meet HOME NM Platinum smoke-free standards.

DEPARTMENT INFORMATION

Implementation Dept: 300- City Manager's Office
User Dept: SELECT

Line of Business: 0430
Program: 0430A
Project Manager: Natalie Green
Phone: 575-541-3086
Email: ngreen@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100-40430001-599200 $1,039,500
Expense: 4100-40430001-721080 $1,039,500

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

Date to Accounting:
Project Number: 25961
Project Created By: J Saffell
Set-Up Date: 12/8/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/02/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 5,500,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: LRU-22-04
ALN/CFDA#:
Grant Effective Date: 11/12/2025
Grant Reversion Date: 06/30/2026
Funding Agency: New Mexico Department of Transportation- Aviation Division

PROJECT INFORMATION

Grant Project Title: Rural Air Service Expansion (RASE) Grant
Type of Funding: State Operating & Capital
Type of Grant: Competitive
Match Description: Local Cash Match
Match Amount: $ 605,000.00
Match Percent/Ratio: 10% of total project

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

The Rural Air Service Enhancement grant is to support regional air transportation services at the Las Cruces International Airport. This RASE Amendment adds an additional $1,000,000.00 and 10% match to the original RASE award and previous amendments for a total award of $5,500,000.

DEPARTMENT INFORMATION

Implementation Dept: 400- ACM (JC Borrego)
User Dept: SELECT

Line of Business:
Program:
Project Manager: Andy Hume
Phone: x2473
Email: ahume@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

REV:5010-50140022-599200 $1,000,000
EXP: 5010-50140002-721080 $110,000
EXP: 5010-50140022-721080 $1,000,000

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

Date to Accounting:
Project Number: 12304
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 22,672.44
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J4125
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2027
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces International Airport Construction (Reauthorization)
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the planning, design, construction, renovation, and outfitting of the terminal building at Las Cruces International Airport, including improvements to infrastructure, landscaping, and parking to enhance airport facilities and better serve the community.

DEPARTMENT INFORMATION

Implementation Dept: 400- ACM Airport
User Dept: SELECT

Line of Business: 0140 - Office of ACM
Program: 0140B - Las Cruces Airport
Project Manager: Andy Hume
Phone: 575-541-2473
Email: ahume@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 5010-50140022-599200 $22,672.44
Expense: 5010-50140022-801000 $22,672.44

Reauthorization of project 12074 (21-F2712)

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

Date to Accounting:
Project Number: 25125
Project Created By: J Saffell
Set-Up Date: 12/8/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/15/2025
Grant Team Representative: Gabriela Prats
Grant Award Amount: $ 56,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: P125000
ALN/CFDA#: 20.205
Grant Effective Date: 10/01/2025
Grant Reversion Date: 09/30/2026
Funding Agency: New Mexico Department of Transportation

PROJECT INFORMATION

Grant Project Title: FFY25 State Planning & Research (SPR) - Part A funding
Type of Funding: Federal Passthrough to State
Type of Grant: Entitlement Recurring
Match Description: Local Contribution Not Match
Match Amount: $ 14,000.00
Match Percent/Ratio: 20%

City Fiscal Year: FY2026
Funder Fiscal Year: FFY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This award supports the Mesilla Valley Metropolitan Planning Organization traffic count program, data collection, and processing of that data.

DEPARTMENT INFORMATION

Implementation Dept: 460- Comm. Development
User Dept: SELECT

Line of Business:
Program:
Project Manager: Andrew Wray
Phone: 575.528.3070
Email: awray@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Please see attached worksheet for account details.

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

Date to Accounting:
Project Number: 26082
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/15/2025
Grant Team Representative: Gabriela Prats
Grant Award Amount: $ 106,531.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: M01850
ALN/CFDA#: 20.505
Grant Effective Date: 10/01/2025
Grant Reversion Date: 09/30/2026
Funding Agency: New Mexico Department of Transportation

PROJECT INFORMATION

Grant Project Title: FFY25 Mesilla Valley Metropolitan Planning Organization Section 5303 Operations Fund
Type of Funding: Federal Passthrough to State
Type of Grant: Entitlement Recurring
Match Description: Local Contribution Not Match
Match Amount: $ 26,633.00
Match Percent/Ratio: 25%

City Fiscal Year: FY2026
Funder Fiscal Year: FFY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This award provides funding for the operations of the Mesilla Valley Metropolitan Planning Organization (MPO) as required by Federal Transit Authority Section 5303.

DEPARTMENT INFORMATION

Implementation Dept: 460- Comm. Development
User Dept: SELECT

Line of Business:
Program:
Project Manager: Andrew Wray
Phone: 575.528.3070
Email: awray@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Please see attached worksheet for details.

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

Date to Accounting:
Project Number: 26081
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/15/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 602,347.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: HID3025G0513-02
ALN/CFDA#: 95.001
Grant Effective Date: 08/12/2025
Grant Reversion Date: 12/31/2026
Funding Agency: Office of National Drug Control Policy

PROJECT INFORMATION

Grant Project Title: FFY25 High Intensity Drug Trafficking Areas (HIDTA) Initiatives
Type of Funding: Federal Operating & Capital
Type of Grant: Non-Competitive
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio:

City Fiscal Year: FY2026
Funder Fiscal Year: FFY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

The current grant award amount is $602,347.00 and the reduction of $318.00 results in a new grant award amount $602,029.00. The reduction is for

DEPARTMENT INFORMATION

Implementation Dept: 940- HIDTA
User Dept: SELECT

Line of Business: HIDTA
Program: HIDTA
Project Manager: Sonia Arteche
Phone: 5755417562
Email: sarteche@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

REV: 79400007-599100-2501C - reduce by $318.00
EXP: 79400007-741000-2501C - reduce by $318.00

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

Date to Accounting:
Project Number: 2501C
Project Created By:
Set-Up Date:
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 1,782,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2963
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Police Department Real-Time Crime Center (RTCC) Acquisition
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the installation of surveillance cameras, traffic monitoring systems, and network upgrades across Las Cruces. These enhancements include Wi-Fi, radio frequency, and drone pods that will connect to the Real Time Crime Center, improving city-wide crime prevention and response. Funds will also cover necessary infrastructure for proper installation.

DEPARTMENT INFORMATION

Implementation Dept: 320- Police
User Dept: SELECT

Line of Business: 0132 - Office of the Chief
Program: 0132A - Administration
Project Manager: Sean Mullen
Phone: 575-528-4101
Email: smullen@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Mirror project #24936
Revenue: 4100-40132001- 599200 $1,782,000
Expense: 4100-40132001 -808000 $1,782,000

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

Date to Accounting: 12/3/25
Project Number: 25963
Project Created By:
Set-Up Date:
Accounting Comments: 25-J2963 RTCC Acquisition @Joshua Saffell can you set up as "hold" status until this gets to our step? - Josie

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 620,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2964
ALN/CFDA#: N/A
Grant Effective Date: 12/04/2025
Grant Reversion Date: 06/30/2027
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Public Safety Vehicle Acquisition
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the purchase and outfitting of emergency vehicles for the Las Cruces Police Department and statewide response teams. These vehicles will enhance the capabilities of critical response units, including SWAT, and strengthen coordinated efforts during high-risk incidents across New Mexico.

DEPARTMENT INFORMATION

Implementation Dept: 320- Police
User Dept: SELECT

Line of Business: 0132 - Office of the Chief
Program: 0132A - Administration
Project Manager: Sean Mullen
Phone: 575-528-4101
Email: smullen@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100-40132001 -599200 $620,000
Expense: 4100-40132001-807000 $620,000

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

Date to Accounting:
Project Number: 25964
Project Created By: J Saffell
Set-Up Date: 12/8/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date:
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 100,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2962
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2027
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Park Facility Renovation
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support improvements to park facilities across Las Cruces, focusing on increased visibility and safety. Upgrades will include new lighting fixtures, replacement of outdated equipment, and installation of modern light poles to create safer, more welcoming public spaces.

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec
User Dept: SELECT

Line of Business: Office of the Director
Program: Planning and Construction
Project Manager: Katherine Harrison Rodgers
Phone: 575-241-2572
Email: krogers@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100-40145001-599200 $100,000
Expense: 4100-40145001-805000 $100,000

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

Date to Accounting:
Project Number: 25962
Project Created By: M Sanchez
Set-Up Date: 12/9/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 11/24/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 1,000,000.00
Council Budget Adjustment Date: 12/15/2025
Grant Agreement #: B-24-CP-NM-1477
ALN/CFDA#: 14.251
Grant Effective Date: 08/13/2024
Grant Reversion Date: 08/31/2032
Funding Agency: U.S. Dept. of Housing & Urban Development - Community Project Funding (CPF)

PROJECT INFORMATION

Grant Project Title: FFY2024 HUD CPF Lift Up Project
Type of Funding: Federal Capital
Type of Grant: Congressionally Directed Spending
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: 0

City Fiscal Year: FY2026
Funder Fiscal Year: FFY2024

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

Replace, upgrade, and provide modern public transportation and utility infrastructure to existing residents on Sacramento Avenue. Funding includes cost for removals of existing dilapidated and aged roadway and utilities, construction of new roadway pavement asphalt and base course replacement, curb & gutter, concrete sidewalks, pedestrian curb ramps, driveway access ramps, storm drainage pipes, streetlights, traffic signage & striping, utility primary and service line replacement for water, sanitary sewer and residential gas.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: SELECT

Line of Business: 0255- Public Infrastructure
Program: 0255A- Engineering & Surveying
Project Manager: Vanessa Morales-Romero
Phone: 575-528-3130
Email: vmorales@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100-40248001-599100 $1,000,000
Expense: 4100-40248001-802000 $1,000,000

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

Date to Accounting:
Project Number: 2601A
Project Created By: J Trevino
Set-Up Date: 11/25/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/04/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 400,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2952
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Active Transportation Improvements
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the acquisition of land and rights of way, as well as the planning, design, construction, and improvement of infrastructure projects outlined in the Las Cruces Active Transportation Plan. These projects include enhancements to roads, trails, sidewalks, and transit stops to improve mobility and safety for all residents.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: SELECT

Line of Business: 0255 - Public Infrastructure
Program: 0255A - Engineering & Surveying
Project Manager: Vanessa Morales Romero
Phone: 575-528-3130
Email: vmorales@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100-40248001-599200 $400,000
Expense: 4100-40248001-802000 $400,000

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

Date to Accounting:
Project Number: 25252
Project Created By: J Saffell
Set-Up Date: 12/8/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 200,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2967
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Street Light Management Systems Improvements
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

The funding will support the planning, design, construction, and installation of adaptive street lighting control systems in Las Cruces. It will expand intelligent lighting controls and address lighting gaps in Representative Districts 35 and 36 to enhance safety and accessibility for all modes of transportation within the public right-of-way.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: SELECT

Line of Business: 0355 - Traffic Engineering
Program: 0355A - Traffic Management
Project Manager: Soogyu Lee
Phone: 575-541-2566
Email: slee@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100-40348001-599200-25967 $200,000
Expense: 4100-40348001-802000-25967 $200,000

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

Date to Accounting:
Project Number: 25967
Project Created By: JOSIE TREVINO
Set-Up Date: 12/4/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/02/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 20,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: None provided
ALN/CFDA#:
Grant Effective Date: 11/05/2025
Grant Reversion Date: 06/30/2026
Funding Agency: New Mexico State Library

PROJECT INFORMATION

Grant Project Title: FY26 State Libraries-in-Aid
Type of Funding: State Operating & Capital
Type of Grant: Competitive
Match Description: SELECT
Match Amount: $ 0.00
Match Percent/Ratio: 0.00

City Fiscal Year: FY2026
Funder Fiscal Year: FY2026

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This grant is intended to supplement and encourage local effort in providing local library service.

DEPARTMENT INFORMATION

Implementation Dept: 540- Quality of Life
User Dept: SELECT

Line of Business:
Program:
Project Manager: Sarah Booth
Phone: x4017
Email: sbooth@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

REV:2100-20254003-599200 $20,000.00
EXP: 2100-20254003-701000 $5,000
2100-20254003-701180 $10,000
2100-20254003 -732300 $5,000

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

Date to Accounting:
Project Number: 26093
Project Created By: J Saffell
Set-Up Date: 12/8/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 445,500.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2960
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Museum of Nature and Science Improvements (MONAS)
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support improvements to the Nature Center at the Museum of Nature and Science in Las Cruces. Planned upgrades include renovations to animal care areas, workspaces, and exhibits, along with improved lighting, drainage, ADA accessibility, and signage. Specialized consultants will help ensure the highest standards of animal care and facility design.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 540- Quality of Life

Line of Business: 0255 - Public Infrastructure
Program: 0255C - Architectural Management
Project Manager: Sreedevi Bhathala Mohanraj
Phone: 575-541-2538
Email: sbhathalam@lascruces.gov

Line of Business: 0454 - Museums
Program:
Project Manager: Garland Courts
Phone: 575-541-2292
Email: gcourts@lascruces.gov

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

ACCOUNT STRINGS:

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

Revenue: 4100-40248003-599200 $445,500
Expense: 4100-40248003-801000 $445,500

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

Date to Accounting:
Project Number: 25960
Project Created By: J Trevino
Set-Up Date: 11/17/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/03/2025
Grant Team Representative: Crystal Silva
Grant Award Amount: $ 970,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2968
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Thomas Branigan Memorial Library Renovation
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

Funding will support a new bookmobile serving Las Cruces and Doña Ana County, highlighting Quality of Life programs. Additional funds will go toward the renovation and expansion of the Thomas Branigan Memorial Library, including planning, design, and construction.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 540- Quality of Life

Line of Business: 0255 - Public Infrastructure
Program: 0255C - Architectural Management
Project Manager: Orlando Granado
Phone: 575-541-2060
Email: ogranado@lascruces.gov

Line of Business: 0254 - Library
Program: N/A
Project Manager: Sarah Booth
Phone: 575-528-4017
Email: sbooth@lascruces.gov

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

ACCOUNT STRINGS:

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

Revenue: 4100-40248003-599200 $970,000
Expense: 4100-40248003-801000 $970,000

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

Date to Accounting:
Project Number: 25968
Project Created By: J Saffell
Set-Up Date: 12/8/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/08/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 100,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2959
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Mesilla Valley Terminal Charging Station Construct
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the planning, design, and installation of inductive charging stations at the Mesilla Valley Intermodal Transit Terminal. These stations will enable electric buses to complete full daily routes without switching to diesel, reducing emissions and the need for additional buses.

DEPARTMENT INFORMATION

Implementation Dept: 400- ACM Transit
User Dept: SELECT

Line of Business: CMO/ Transit
Program: Fixed Route
Project Manager: Richard Hanway
Phone: 575-541-2533
Email: rhanway@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 5923-50248011-599200 $100,000
Expense: 5923-50248011-804000 $100,000

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

Date to Accounting:
Project Number: 25959
Project Created By: J Saffell
Set-Up Date: 12/10/25
Accounting Comments:

CITY OF LAS CRUCES

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

Today's Date: 12/04/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 792,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2953
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2029
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces Amador Crossing Construct
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the planning, design, construction, and expansion of a 50-unit housing project as part of the Mesilla Valley Resource Campus in Las Cruces. The project will provide supportive housing and essential service facilities to assist individuals experiencing homelessness, helping to create a more stable and compassionate community.

DEPARTMENT INFORMATION

Implementation Dept: 300- City Manager's Office
User Dept: 300- City Manager's Office

Line of Business: 0430
Program: 0430A
Project Manager: Natalie Green
Phone: 575-541-3086
Email: ngreen@lascruces.gov

Line of Business:
Program:
Project Manager:
Phone:
Email:

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

ACCOUNT STRINGS:

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

Revenue: 4100-40430001-599200-25253 $792,000
Expense: 4100-40430001-804000-25253 $792,000

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

Date to Accounting:
Project Number: 25253
Project Created By: JOSIE TREVINO
Set-Up Date:
Accounting Comments: P

CITY OF LAS CRUCES

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

Today's Date: 12/05/2025
Grant Team Representative: Perla Galindo
Grant Award Amount: $ 693,000.00
Council Budget Adjustment Date: 01/05/2026
Grant Agreement #: 25-J2955
ALN/CFDA#: N/A
Grant Effective Date: 12/02/2025
Grant Reversion Date: 06/30/2027
Funding Agency: New Mexico Department of Finance & Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Las Cruces East Mesa Public Recreation Complex Construc
Type of Funding: State Capital
Type of Grant: Legislative Appropriation
Match Description: No Match Required-Provided
Match Amount: $ 0.00
Match Percent/Ratio: N/A

City Fiscal Year: FY2026
Funder Fiscal Year: FY2025

Grant Scope of Work: (Specify if this grant involves Sub-Grantees or Pass Through Grants)

This funding will support the planning, design, development, and construction of the East Mesa Public Recreation Complex in Las Cruces. It will also help improve, furnish, and equip the facility to provide high-quality recreational opportunities for the community.

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works
User Dept: 450- Parks & Rec

Line of Business: Public Infrastructure
Program: Architectural Management
Project Manager: David Viarreal
Phone: 575-541-2686
Email: dviarreal@lascruces.gov

Line of Business:
Program:
Project Manager: Katherine Harrison-Rogers
Phone: 575.541.2572
Email: krogers@lascruces.gov

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

ACCOUNT STRINGS:

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

Revenue: 4100-40248003-599200 $693,000
Expense: 4100-40248003-805000 $693,000

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

Date to Accounting:
Project Number: 25955
Project Created By: J Saffell
Set-Up Date: 12/8/25
Accounting Comments:

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 296, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2951** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 296, Paragraph 33, Three Hundred Thousand Dollars and No Cents, $300,000.00, to plan, design, construct, improve, replace and equip buildings and park facilities, including accessibility improvements, in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $300,000.00 Three Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $3,000.00 Three Thousand Dollars and No Cents, which equals $297,000.00 Two Hundred Ninety Seven Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico (**"State"**). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Sedotti FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 17, 2025 17:21:52 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 13, 2025
Date

As To Legal Form And Sufficiency

for/Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date	Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-NM-1486

Grantee Name: City of Las Cruces
Grantee Address: 700 N Main St.,Las Cruces, NM 88001-1120
Grantee's Unique Entity Identifier (UEI): J3ZLWA2K1X47
Grantee's Employer Identification Number (EIN): 856000147
Federal Award Identification Number (FAIN): B-24-CP-NM-1486
Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date: 08/13/2024
Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and City of Las Cruces (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/ Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $3,000,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as

described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide " that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

(i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving:

i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);

ii) a certification of the costs; and

iii) the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

_ City of Las Cruces_____

(Name of Organization)

BY: _Ikani Taumoepeau_____
(Signature of Authorized Official)

Ikani Taumoepeau, City Manager
(Typed Name and Title of Authorized Official)

_07/18/2025_____
(Date)

HUD
BY: _Leticia Ibarra_____
(Signature of HUD Authorized Official)

Acting CPD Regional Director
(Title of HUD Authorized Official)

_07/29/2025_
(Date)

City of Las Cruces (Ratification Approval)

Name: Ikani Taumoepeau

Title: City Manager

Signature: _____

Date: _____

City of Las Cruces (Legal Ratification)

Name: Brad Douglas

Title: City Attorney

Signature: _____

Date: _____

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee's Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

BY: Ikani Taumoepeau
(Signature of Authorized Official)

Ikani Taumoepeau, City Manager
(Typed Name and Title of Authorized Official)

07/18/2025
(Date)

City of Las Cruces (Ratification Approval)

Name: Ikani Taumoepeau

Title: City Manager

Signature: _____

Date: _____

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

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

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

> *a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
>
> *b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

> *a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
>
> *b.* Whether an opportunity was provided for open competitive bidding or negotiation;
>
> *c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) *Provisions applicable to a grantee that is a private entity.*

(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(b) *Provision applicable to a grantee other than a private entity.*

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(c) *Provisions applicable to any grantee.*

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

“Employee” means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

“Private Entity” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

BY: _Ikani Taumoepeau_____
(Signature of Authorized Official)

Ikani Taumoepeau, City Manager
(Typed Name and Title of Authorized Official)

_07/18/2025_____
(Date)

City of Las Cruces (Ratification Approval)

Name: Ikani Taumoepeau

Title: City Manager

Signature: _____

Date: _____

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe's sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

Funds received will be used to plan, study, design, construct, furnish and equip an integrated health care building in Las Cruces in Dona Ana County. The Las Cruces region is currently lacking in long term mental health treatment services. To continue to grow and provide valuable services to our community funding is needed to design, construct, and furnish a response station for the Project LIGHT program. The project will be scoped with office space to accommodate the teams' current and projected future sizes. We will also provide space for community meetings, patient evaluations, team member respite, and storage for equipment and vehicles. This project is not a part of a larger project. Work on this project has already begun, with the City having completed the architectural design. The City has also completed a HUD NEPA environmental review and is currently waiting on the results. There will be no sub-recipient utilized for this project. The new Mental Health Response Station will facilitate the City's Mobile Integrated Health (M.I.H) program and the Lessen the Incidents of Grief, Harm and Trauma (L.I.G.H.T) program operation. The facility will also provide a venue to facilitate collaborative efforts and build relationship between the M.I.H program, the L.I.G.H.T program, 911 Dispatch, the Crisis Triage Center, the City Police Department and Fire Department to provide better care and outcomes for patients. The mission of the Mobile Integrated Health Program (MIH) is to "assist and navigate citizens to health and human resources to solve their health care problems." The patients range from the elderly and disabled to those with substance abuse or behavioral health conditions. The Mobile Integrated Health program provides resources to solve health care problems by sending paramedics and social workers to visit frequent 911 callers which lack other options to receive care. The mission of the Lessen the Incidents of Grief, Harm, and Trauma Program (LIGHT) is to add personnel to the fire department that understand how to de-escalate and treat a mental health crisis. The L.I.G.H.T. program will work in collaboration with the M.I.H. program, the City of Las Cruces Police and Fire Department.

Funds received will be used to plan, study, design, construct, furnish and equip an integrated health care building in Las Cruces in Dona Ana County. The project site is located immediately to the north of the new Las Cruces Fire Station #3 to the south and Branigan Park to the east. The adjacent Fire Station #3 utilizes an existing drive aisle within the project site for rear access to their apparatus bays. This access drive aisle is to be maintained in the new project design and takes up approximately 4,730 sf of the project site. The original Las Cruces Fire Station #3 is located on the project site and is to be demolished as part of the scope of the project. Some hazardous materials have been identified within the existing structure per the survey conducted by The Electron Microscope Laboratory of New Mexico State University dated February, 1994. Abatement of existing hazardous materials is to be addressed during the demolition phase of the building. Existing trees on site are to be maintained to the extent possible. The existing site ponding area is located along N. Valley drive within the City right-of-way. It is assumed that the existing ponding area can be maintained for use with the new development. There are no documented restrictive easements (utility or other) on the project site. Design for this project is 75% complete. Once demolition and site preparation is complete, the new

building will be constructed on the prepared site and furnished for use by the MIH and LIGHT program staff. The new construction area is 7883 Sq Ft.

Project Address : 390 Valley Drive, Las Cruces, NM 88005

Funding will be used to complete the design of the new Mental Health Response Station, demolition of an existing building and construction of the new facility. After completion of design, the project will involve the demolition of an existing building at the site and preparation of the site for construction. Following site preparation, the new integrated health care facility will be constructed and furnished for use.

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	$3,000,000.00
Applicant Estimated Funding	$.00
State Estimated Funding	$8,050,000.00
Local Estimated Funding	$.00
Other Estimated Funding	$365,000.00
Program Income Estimated Funding	$.00
Total	$11,415,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Predevelopment costs	$11,346.83
Construction, renovation, and rehab costs	$2,369,236.07
Acquisition, demolition and site prep cost	$229,417.10
Architectural Engineering Fees	$390,000.00
Total	$3,000,000.00

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 302, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2957** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 302, Paragraph 33, Five Million Five Hundred Thousand Dollars and No Cents, $5,500,000.00, to plan, design, construct, furnish and equip a mobile integrated health care, mental health crisis response and critical intervention team station in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $5,500,000.00 Five Million Five Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $5,500,000.00 Five Million Five Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico (**"State"**). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, **"Publicity"**

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Settles FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 17, 2025 06:04:56 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 17, 2025
Date

As To Legal Form And Sufficiency

for Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

_____
Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 303, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2958** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 303, Paragraph 33, Five Hundred Ninety Thousand Dollars and No Cents, $590,000.00, to plan, design, construct, expand and improve the Mesilla Valley resource campus providing services to the homeless, including supportive housing and service buildings, in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $590,000.00 Five Hundred Ninety Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $5,900.00 Five Thousand Nine Hundred Dollars and No Cents, which equals $584,100.00 Five Hundred Eighty Four Thousand One Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project**

Budget"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

   i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

   ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Scutts FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 13, 2025 17:24:54 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 13, 2025
Date

As To Legal Form And Sufficiency

By RLa for Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 306, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2961** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 306, Paragraph 33, One Million Fifty Thousand Dollars and No Cents, $1,050,000.00, to plan, design and construct the Paseos Verdes affordable housing complex in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $1,050,000.00 One Million Fifty Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $10,500.00 Ten Thousand Five Hundred Dollars and No Cents, which equals $1,039,500.00 One Million Thirty Nine Thousand Five Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N. Main St. Las Cruces, New Mexico 88001
Email: grants@lascruces.gov
Telephone: 575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Lesley Doyle
Title: Financial Services Department Director
Address: 700 N. Main St. Las Cruces, New Mexico 88001
Email: ldoyle@lascruces.gov
Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Scholl FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 13, 2025 17:28:09 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 13, 2025
Date

As To Legal Form And Sufficiency

Kay Vaden FOR Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____ _____
Grantee Fiscal Officer or Fiscal Agent *(if applicable)* **Grantee Representative**

_____ _____
Printed Name Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
ASD Officer Date Division Grant Manager Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Attachment "G"

Project No. LRU-22-04

Contract No. AVA1424

Vendor No. 0000054342

AMENDMENT NO. 4

THIS AMENDMENT made and entered into by and between the CITY OF LAS CRUCES , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Sixteen – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing and executed by the parties hereto.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1, Purpose, of the original agreement is deleted and replaced with the following:

2. Exhibit A (Project) shall be amended as follow:

Service between LRU and PHX

3. The State funding under Section 2, part 2, of the original agreement is deleted and replaced with the following:

$5,500,000

4. The Agreement shall not take effect until executed by all parties hereto.

5. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: Signed by: Jessi Litz-Bowden B33A2037D7114CA...

Date: 11/10/25

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: DocuSigned by: Ricky Serna 5910E8A6255842F...

Date: 11/12/25

SPONSOR

By: Signed by: Ikani Taumoepeau 84CCB30FA2524C3...

Date: 11/05/25

Approved as to form and legal sufficiency

By: Signed by: John Newell Acting General Counsel C750CEC1625D488...
Assistant General Counsel

Date: 11/05/25

Attachment "G"

Project No. LRU-22-04

Contract No. AVA1424

Vendor No. 00000054342-

AMENDMENT NO. 3

THIS AMENDMENT made and entered into by and between the CITY OF LAS CRUCES , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 7, Term, in the original agreement is deleted and replaced with the following: The Agreement shall not take effect until executed by all parties hereto. This agreement shall expire on 06/30/2026

2. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: DocuSigned by: 5948C760A3A7423...

Date: 04/15/25

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: DocuSigned by: Ricky Serna 5910E8A6255842F...

Date: 04/21/25

SPONSOR

By: Signed by: Ikani Taumoepeau 84CCB30FA2524C3...

Date: 04/15/25

Approved as to form and legal sufficiency

By: Signed by: John Newell Deputy General Counsel C750CEC1625D488...
Assistant General Counsel

Date: 03/26/25

CITY OF LAS CRUCES

February 26, 2025 GAP# 25-109

Daniel Moran
New Mexico Department of Transportation – Aviation Division
3501 Access Rd C
Albuquerque, NM 87106

VIA ELECTRONIC MAIL:

RE: Request Letter- RASE Grant Extension

Dear Mr. Moran:

The City of Las Cruces hereby requests an extension to its Rural Air Service Enhancement grant set to revert on June 30, 2025. The City requests that NMDOT-A agree to extend the period of performance of the grant award through June 30, 2026 to continue the incentives program for qualified flights from Las Cruces International Airport (LRU).

Thank you for your prompt attention to this important matter. Please contact Ms. Gabriela Prats, Grant Manager, at gprats@lascruces.gov or 575-541-2430, if you have any questions or require further information.

Sincerely,

Ikani Taumoepeau
City Manager

it:pg

Cc: Andy Hume, Airport Director
City of Las Cruces (LRU)
VIA ELECTRONIC MAIL: ahume@lascruces.gov

Attachment "G"

Project No. LRU-22-04

Contract No. AVA1424

Vendor No. 0000054342-2

PO # 0000413138

AMENDMENT NO. 2

THIS AMENDMENT made and entered into by and between the CITY OF LAS CRUCES , (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The State funding under Section 1, of the original agreement is deleted and replaced with the following:

   $4,500,000

2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

3. The State contribution stated in Exhibit B is $4,500,000

4. Section 7, Term, in the original agreement is deleted and replaced with the following: The Agreement shall not take effect until executed by all parties hereto. This agreement shall expire on 06/30/2025

5. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: DocuSigned by: Pedro Raul C6675C3211D34C0...

Date: 01/27/25

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: DocuSigned by: Ricky Serna 5910E8A6255842F...

Date: 01/28/25

SPONSOR

By: Signed by: Ikani Taumoepeau 84CCB30FA2524C3...

Date: 01/27/25

Approved as to form and legal sufficiency

By: Signed by: John Newell Deputy General Counsel C750CEC4625D488...
Assistant General Counsel

Date: 01/23/25

LAS CRUCES INTERNATIONAL AIRPORT
EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (OTHER)
1	LRU-22-04 - RURAL AIR SERVICE ENHANCEMENT	$3,500,000		$ 3,500,000	
2	AMENDMENT 2	$1,000,000		$ 1,000,000	
	TOTALS	$ 4,500,000	$0	$ 4,500,000	$ 0

Attachment "G"

Project No. LRU-22-04
Contract No. AVA1424
Vendor No. 0000054342-2

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the City of Las Cruces, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 12, Termination, in the original agreement is deleted and replaced with the following: The Agreement shall not take effect until executed by all parties hereto. This agreement shall expire on 01/31/2025

2. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

By: DocuSigned by: Pedro Raul C6675C3211D34C0...

Date: 7/31/2023

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: DocuSigned by: Ricky Serna 5910E8A6255842F...

Date: 8/9/2023

SPONSOR

By: Ifo Pili, City Manager

Date: 7/24/23

Approved as to form and legal sufficiency

By: DocuSigned by: John Newell Assistant General Counsel C750CEC1625D488...
Assistant General Counsel

Date: 8/4/2023

Docusign Envelope ID: 761747CD-28B1-44D0-8460-9794F3F46B27
Docusign Envelope ID: 4ADC773-7D8E-4EF9-8430-A50025B63B60

A-1371
Updated: 12/2021
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

RURAL AIR SERVICE ENHANCEMENT GRANT AGREEMENT

NMDOT

Project No. LRU-22-04
Contract No. AVA1424
Vendor No. 0000054342-2

PO # 0000359671

This AGREEMENT is between CITY OF LAS CRUCES (Sponsor) and the State of New Mexico, acting through the Department of Transportation Aviation Division (Division), for the purpose of carrying out the provisions of NMSA 1978, Section 64-1-13.1, of the Aviation Act ("Act") and the Municipal Airport Law of 1978 (NMSA 1978, Section 3-39-1 et seq.).

RECITALS

WHEREAS, pursuant to NMSA 1978, Section 64-6-1 and Rule 18 NMAC 11.3 the Division is responsible for administering the Rural Air Service Enhancement program (RASE) to support regional air transportation services; and,

WHEREAS, CITY OF LAS CRUCES (Sponsor) has requested a grant to participate in the Rural Air Service Enhancement Program.

THEREFORE, in consideration of the covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE - PURPOSE:

The purpose of this Agreement is to provide a grant to the Sponsor to support regional air transportation services (Project) pursuant to the Rural Air Service Enhancement Program and to state the terms, conditions, and mutual understandings of the Parties to this Agreement. Attached as Exhibit A is the (Project) procurement cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

SECTION TWO - PROJECT FUNDING:

1. The Division agrees to pay as the State's share 90 % of the Sponsor's allowable costs for operation of the procured air service.

2. The maximum obligation of the Division under this Grant Agreement shall be $ 3,500,000 . The Sponsor shall be responsible for any sums that exceed this amount.

SECTION THREE – METHOD OF PAYMENT - REIMBURSEMENT:

Funds expended by the Sponsor in accordance with the terms of this Agreement shall be reimbursed by the Division to the Sponsor on a form provided by the Division. Interim reimbursement requests shall include the form provided by the Division requesting the amount and be accompanied by invoices paid by the Sponsor and proof of payment by the Sponsor for the invoices. Proof of payment may be canceled checks or formal ledger entries.

SECTION FOUR - SPONSOR SHALL:

1. Assume responsibility for the performance of the purpose as described in SECTION ONE.

2. Provide a representative from its organization who shall serve as the single point of contact for the Division.

3. Make no changes in purpose of the (RASE) Project without written approval of the Division.

4. Ensure that airline services are cooperatively procured through the competitive proposal process as required by the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 et seq.

5. Ensure that aircraft, services and operations in the Project conform to the most up to date safety standards prescribed by the Federal Aviation Administration to the fullest extent required by law, require the procured airline to indemnify and hold harmless the Sponsor and the State of New Mexico for all claims, damages, and liability or potential liability (including but not limited to attorney fees, court costs and the cost of appellate proceedings) arising out

of or resulting from the negligent, act, errors or omissions of the airline, its agents, subcontractors, or employees in the operation of the procured air service.

6. Take all steps, including litigation if necessary, to recover State funds spent fraudulently, wastefully, or in violation of State statutes, or misused in any other manner on any project upon which State funds have been expended. For the purposes of this Grant Agreement, the term "State funds" means funds, however used or disbursed by the Sponsor, that were paid by the Division pursuant to this Grant Agreement. The Sponsor shall obtain the approval of the Division as to any determination of the amount of the State share of such funds. It shall return the recovered State share, including funds recovered by settlement, order, or judgment, to the Division. It shall furnish to the Division, upon request, all documents and records pertaining to the determination of the amount of the State share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such State share shall be approved in advance by the Division.

7. The Sponsor's acceptance of the Offer, and ratification and adoption of the terms and conditions contained herein shall be evidenced by execution of this Grant Agreement, constituting the contractual obligations and rights of the Division and the Sponsor with respect to the accomplishment of the Project in accordance with all of the State's applicable laws and rules and in compliance with the assurances and conditions as provided herein. This Grant Agreement shall become effective upon the Sponsor's acceptance of the Offer and upon complete execution of this Agreement by all parties.

SECTION FIVE - COMPLIANCE WITH LAW:

The Sponsor shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein.

SECTION SIX - EQUAL OPPORTUNITY COMPLIANCE:

The Sponsor agrees to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Sponsor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age, or handicap be excluded from employment with or participation in, be denied the

SECTION TEN - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Sponsor shall maintain all records and documents relative to this Agreement for a minimum of three (3) years after final payment under this Agreement. The Sponsor shall furnish the Division or State Auditor, upon demand, all records relevant to this Agreement and allow them the right to audit all records which support the terms of this Agreement.

SECTION ELEVEN - AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the State Legislature this Agreement shall terminate upon written notice given by the Division to the Sponsor. The Division is expressly not committed to the expenditure of any funds until such time, as they are programmed, budgeted, encumbered and approved for expenditure by the Division. The Division's decision as to whether its funds are sufficient for the fulfillment of this Agreement shall be final.

SECTION TWELVE - TERMINATION:

This Agreement shall expire two years from the date of execution by all parties hereto. Neither party shall have any obligation under this Agreement after said date. If the Sponsor fails to comply with any provisions of this Agreement the Division has the option to terminate this Agreement. By such termination neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION THIRTEEN - TERMS OF THIS AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, by parties or their agents shall be valid or enforceable unless embodied in this Agreement. The terms of this Agreement are lawful; performance of all duties and obligations herein shall conform with and do not contravene any State, local, or Federal statutes, regulations, rules, or ordinances.

SECTION FOURTEEN - EXECUTION OF AGREEMENT:

The Agreement shall not take effect until executed by all of the parties hereto.

SECTION FIFTEEN - SEVERABILITY:

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

SECTION SIXTEEN - AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF , the Parties hereto have executed this Agreement the day and year hereinafter first written.

Recommended by AVIATION DIVISION

By: DocuSigned by: Pedro Rael
Director or Designee

Date: 5/10/2022

Signature: Jaquelin Rubalcava

Email: jrubalcava@las-cruces.org

Approved by the NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Justin Reese
Cabinet Secretary or Designee

Date: 5/10/2022

Signature: Andrew Hume

Email: ahume@las-cruces.org

Approved as to form and legal sufficiency By the Department's Office of General Counsel

By: DocuSigned by: 5/10/2022
Assistant General Counsel

Date: 5/5/22

City of Las Cruces
Name of Sponsor

By:
Sponsor's Designated Official Representative

Title: Ifo Pili, City Manager

APPROVED AS TO FORM:
City Attorney

CM Memo Airport LRU-22-04 Amend #1

Final Audit Report 2023-07-15

Created:	2023-07-13
By:	Crystal Silva (csilva@las-cruces.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh19UahaFaZuc_s7O1exqyT6bl_tHzuxZ

"CM Memo Airport LRU-22-04 Amend #1" History

Document created by Crystal Silva (csilva@las-cruces.org)
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Document e-signed by Jacqueline Rubalcava (jrubalcava@las-cruces.org)
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Document emailed to Andrew Hume (ahume@las-cruces.org) for signature
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Document e-signed by Andrew Hume (ahume@las-cruces.org)
Signature Date: 2023-07-15 - 7:08:09 PM GMT - Time Source: server

Agreement completed.
2023-07-15 - 7:08:09 PM GMT

Adobe Acrobat Sign

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 158, Section 127, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J4125** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 127, Twenty-Two Thousand Six Hundred Seventy-Two Dollars and Forty-Four Cents, $22,672.44, The time of expenditure for the local government division project in Subsection 153 of Section 29 of Chapter 138 of Laws 2021 to plan, design, construct, renovate, equip, furnish and install improvements for a terminal building, including infrastructure, landscaping and parking, at the Las Cruces international airport in Las Cruces in Dona Ana county is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed $22,672.44 Twenty-Two Thousand Six Hundred Seventy-Two Dollars and Forty-Four Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 Zero Dollars and No Cents, which equals $22,672.44 Twenty-Two Thousand Six Hundred Seventy-Two Dollars and Forty-Four Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N. Main St. Las Cruces, New Mexico 88001
Email: grants@lascruces.gov
Telephone: 575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Lesley Doyle

Title: Financial Services Department Director
Address: 700 N. Main St. Las Cruces, New Mexico 88001
Email: ldoyle@lascruces.gov
Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or

d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

Signature

Isaac Trujillo City Mgr.
(Print Name) (Title)

11/25/25.
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 20, 2025 17:21:37 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 20, 2025
Date

As To Legal Form And Sufficiency

for BD
Signature

Brad Douglas
(Print Name)

CITY ATTORNEY
(Title)

11/12/2025
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*If Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00
H.	☐ Final Request for Payment (*if applicable*)	

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)
Printed Name
Date: _____

_____
Grantee Representative
Printed Name
Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

August 27, 2025

Andrew Wray
Mesilla Valley MPO Officer
Mesilla Valley Metropolitan Planning Organization
P.O. Box 20,000
Las Cruces, New Mexico 88004

RE: Award Letter for Federal Fiscal Year (FFY) 2025 Federal Transit Administration (FTA) Section 5303 MPO Funds

Dear Mr. Wray:

The 2024 FTA Section 5303 federal funding level for the Mesilla Valley MPO is $106,531.00 under Memorandum of Agreement #M01850. The match required from the MPO is $26,633.00 Please invoice the NMDOT quarterly, starting after December 31, 2025 for these funds that will begin on October 1, 2025.

Original invoices and quarterly reports should be submitted through Blackcat.

A copy of invoices and quarterly reports should be sent to your contacts at the New Mexico Department of Transportation's Government to Government Unit.

Pursuant to the reporting requirements of 2 CFR Section 200.331 for pass-through entities, please see Attachment A attached to this letter.

I can be reached at 505-795-4344 if you have questions on the Department's processes for FTA Section 5303 funding.

Sincerely,

DocuSigned by:
Delilah Garcia
0442DF71648E430...

Delilah D. Garcia
Transit Bureau Chief
Transit and Rail Division

cc:
Tony Ogboli, FTA
Valerie Sherman, NMDOT

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

John McElroy
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Docusign Envelope ID: 902CB526-F9B6-4EC3-BD5C-31D3C5388F93

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**Las Cruces, City of**
(ii) Subrecipient's unique entity identifier (DUNS);	**077609279**
(iii) Federal Award Identification Number (FAIN);	**TBD**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**3/15/2025**
(v) Subaward Period of Performance Start and End Date;	**10-01-2025 thru 09-30-2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**$106,531**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**$106,531**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**$106,531**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY25 5303 and 5304 Statewide and Metropolitan and Planning Appropriation for FY26 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportion Kevin Olinger - 505 -469-3595, Kevin.Olinger@dot.nm.gov P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20505**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

New Mexico DEPARTMENT OF TRANSPORTATION

SPR Award Form

09/11/2024

Congratulations, the New Mexico Department of Transportation (NMDOT) has selected your project," Mesilla Valley MPO Transportation System Data Collection and Reports," to receive **Statewide Planning & Research (SPR) - Part A funding**.
The NMDOT Planning Division looks forward to working with you to develop a successful project. Please review, sign and return this form by **September 18, 2024** to Valerie.Sherman@dot.nm.gov, Liaison.

Award Information
Applicant: Mesilla Valley Metropolitan Planning Organization
Project Control Number: P125000

Project Manager Contact Information:
Dominic Loya, Transportation Planner/TIP Coordinator
Email: dloya@lascruces.gov
Phone: (575)528-3225

Project Scope:
Support for MVMPO Traffic Count Program, data collection, analysis, and processing

Award Funding

Federal Fiscal Year	SPR-A Funds (Federal)	Local Match	Project Phase	**Total**
2025	$56,000	$14,000	IMP	$70,000
2026	$56,000	$14,000	IMP	$70,000
Total	$112,000	$28,000		$140,000

Critical Considerations for MPO/RTPO Applicants

- ✓ Coordinate with your NMDOT Project Manager, Valerie A. Sherman, at (505)670-8259, or valerie.sherman@dot.nm.gov to begin the Agreement Development Process.
- ✓ This award is NOT a guarantee of funding. Any work done prior to receiving an official notice to proceed will not be reimbursed.
- ✓ Agree to all terms and conditions of NMDOT's Statewide Planning & Research (SPR) - Part A program and all related federal and state regulations.
- ✓ Please include the Catalog of Federal Domestic Assistance (CFDA) code **20.205** and NMDOT UEI# KW1EKL33X3H9 for Federal reporting purposes and all subsequent communications with NMDOT.
- ✓ This project must include your Regional Work Program or Unified Planning Work Program and included in the Annual Performance and Expenditure Report.

Award Acceptance: I, Dominic Loya, accept the award, as detailed above on behalf of the Mesilla Valley Metropolitan Planning Organization and agree to all terms and conditions of the NMDOT's Statewide Planning & Research (SPR) - Part

A grant program, requirements of the Federal Aid Highway Program, and 2 CFR § 200.

Signature	11 Sept 2024 Date	J3ZLWA2K1X47 MPO/RTPO UEI

Office of National Drug Control Policy

Attachment "K"

Notice of Award

Award# HID3025G0513-02
FAIN# HID3025G0513
Federal Award Date: 11/20/2025

Recipient Information

1. Recipient Name
CITY OF LAS CRUCES
700 N MAIN ST # 3134
Streets
LAS CRUCES, NM 88001-1120
[No Phone Record]

2. Congressional District of Recipient
02

3. Payment System Identifier (ID)
856000147

4. Employer Identification Number (EIN)
856000147

5. Data Universal Numbering System (DUNS)
077609279

6. Recipient's Unique Entity Identifier (UEI)
J3ZLWA2K1X47

7. Project Director or Principal Investigator
Gabriela Prats
Grant Manager
GPRATS@LASCRUCES.GOV
5755412430

8. Authorized Official
Ikani Taumoepeau
itaumoepeau@lascruces.gov
575-541-2078

Federal Agency Information
Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID3025G0513-02

12. Unique Federal Award Identification Number (FAIN)
HID3025G0513

13. Statutory Authority
P.L. 119-4

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
Administrative Deob/Reob Action

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2025 **- End Date** 12/31/2026	
20.	**Total Amount of Federal Funds Obligated by this Action**	($318.00)
	20a. Direct Cost Amount	($318.00)
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$602,347.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$602,029.00
26.	**Period of Performance Start Date** 01/01/2025 **- End Date** 12/31/2026	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$602,029.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

Reprogram - Transaction Identification Number RPR0001722

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the budget reports in FAH for details.

Attachment "K"

Office of National Drug Control Policy

Notice of Award

Award# HID3025G0513-02
FAIN# HID3025G0513
Federal Award Date: 11/20/2025

Recipient Information

Recipient Name
CITY OF LAS CRUCES
700 N MAIN ST # 3134
Streets
LAS CRUCES, NM 88001-1120
[No Phone Record]

Congressional District of Recipient
02

Payment Account Number and Type
856000147

Employer Identification Number (EIN) Data
856000147

Universal Numbering System (DUNS)
077609279

Recipient's Unique Entity Identifier (UEI)
J3ZLWA2K1X47

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$602,029.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$602,029.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$602,029.00
m. Federal Share	$602,029.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID3025G0513	HID	410001	95.001	($318.00)	011202520261070000

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 308, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2963** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 308, Paragraph 33, One Million Eight Hundred Thousand Dollars and No Cents, $1,800,000.00, to acquire property and to plan, design, furnish, improve and equip a real-time crime center for the police department in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $1,800,000.00 One Million Eight Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $18,000.00 Eighteen Thousand Dollars and No Cents, which equals $1,782,000.00 One Million Seven Hundred Eighty Two Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

   i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

   ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, **"Publicity"**

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
6EB4D958A89A432...
Signature

12/9/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/8/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
C7E9C597313E484...
Signature

12/8/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/7/25
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 19, 2025 10:46:41 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 19, 2025
Date

As To Legal Form And Sufficiency

Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/26/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)*: $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount *(if applicable)*: $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)* **Grantee Representative**

_____ _____
Printed Name Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
ASD Officer Date Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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Exhibit D - Legislative Project Budget

Entity Name:	City of Las Cruces
Project ID:	25-J2963
Appropriation Amount:	$ 1,800,000.00
AIPP (if applicable)	$ 18,000.00
Appropriation-AIPP	$ 1,782,000.00

Appropriation Language: To aquire property and to plan, design, furnish, improve and equip a real-time crime center for the police department in Las Cruces in Dona Ana County

Budget Category	Amount Funded to Date	Funding Source for Amount Funded to Date (drop down)	Year 1	Year 2	Year 3	Year 4	Total Project Cost
Water Rights	$ -		$ -	$ -	$ -	$ -	$ -
Easement & ROW	$ -		$ -	$ -	$ -	$ -	$ -
Acquisition	$ -		$ -	$ -	$ -	$ -	$ -
Archeological Studies	$ -		$ -	$ -	$ -	$ -	$ -
Environmental Studies	$ -		$ -	$ -	$ -	$ -	$ -
Planning	$ -		$ -	$ -	$ -	$ -	$ -
Design (Engineer/Architect)	$ -			$ -	$ -	$ -	$ -
Construction	$ -		$ -			$ -	$ -
Furnish/Equip	$ 650,000.00	Capital Outlay	$ 445,000.00	$ 1,000,000.00	$ 355,000.00		$ 2,450,000.00
Vehicles/Equip	$ -		$ -	$ -	$ -	$ -	$ -
Total	$ 650,000.00		$ 445,000.00	$ 1,000,000.00	$ 355,000.00	$ -	$ 2,450,000.00
Amount Not Yet Funded	$ -						

Additional Comments (optional):

Step-by-Step Instructions: Legislative Project Budget Form

Step 1: Enter Project Information - Fill in the top portion of the form:

Entity Name: Enter the name of your organization or agency.
Project ID: Enter your project's assigned ID number. ◇ **You can find this on Page 1 of your Grant Agreement, Section I.A.**
Appropriation Amount: Enter the total amount awarded to your entity for this project. This should match the amount in your grant agreement.
Appropriation Language: This is the official legislative language that describes what the funding is for. ◇ **You can find this on Page 1 of your Grant Agreement, Sectio**
Example: "to plan, design, construct a fire station in [Entity Name]"

Step 2: Review Budget Categories - Only fill in rows that apply to your project. Leave others blank."
Step 3: Enter "Amount Funded to Date" - In the "Amount Funded to Date" column, enter the total amount already received or secured for each applicable budget categoı
Step 4: Select Funding Source for Amount Funded to Date - Select the source of funds already received using the drop-down menu.
Step 5: Enter Annual Budget by Year - In the Year 1 to Year 4 columns, estimate how much will be spent in each year for each budget category.
Example: If $150,000 will be spent on Design over two years: Year 1: $50,000; Year 2: $100,000 - Leave years blank if no budget is planne
Step 6: Enter Total Project Cost - Add the amounts from Year 1 through Year 4 for each row as applicable.
Step 7: Review "Amount Not Yet Funded" (Auto-Calculated) - The "Amount Not Yet Funded" field is automatically calculated based on the total project cost and the amc
Step 8: Add Additional Comments - Use this section to note anything important, such as: Pending funding requests; Delays or changes in project scope; etc.

Final Review Checklist Before submitting, make sure:
✓ Project info is complete
✓ Appropriation Amount is accurate
✓ Only relevant budget rows are filled
✓ Drop-downs are used for funding sources
✓ Annual spending is estimated across Years 1–4
✓ Totals are accurate
✓ File is saved clearly (e.g., Entity Name ,Project ID#)

EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 309, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2964** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 309, Paragraph 33, Six Hundred Twenty Thousand Dollars and No Cents, $620,000.00, to purchase and equip public safety vehicles in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $620,000.00 Six Hundred Twenty Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $620,000.00 Six Hundred Twenty Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Ikani Taumoepeau
Title: City Manager
Address: 700 N. Main St. Las Cruces, New Mexico 88001
Email: grants@lascruces.gov
Telephone: 575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Lesley Doyle
Title: Financial Services Department Director
Address: 700 N. Main St. Las Cruces, New Mexico 88001
Email: ldoyle@lascruces.gov
Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/25/25
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 20, 2025 17:19:21 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 20, 2025
Date

As To Legal Form And Sufficiency

For Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/21/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 307, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2962** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 307, Paragraph 33, One Hundred Thousand Dollars and No Cents, $100,000.00, to plan, design, construct, renovate, equip, install and improve park facilities in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $100,000.00 One Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $100,000.00 One Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov
Telephone:	575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.

b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/25/25.
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 20, 2025 17:23:00 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 20, 2025
Date

As To Legal Form And Sufficiency

For Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/21/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount (*If Applicable*): $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (*if applicable*): $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name _____

Date: _____

_____
Grantee Representative

Printed Name _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

FY 2024 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-24-CP-NM-1477

Grantee Name: City of Las Cruces
Grantee Address: 700 N Main St.,Las Cruces, NM 88001-1120
Grantee's Unique Entity Identifier (UEI): J3ZLWA2K1X47
Grantee's Employer Identification Number (EIN): 856000147
Federal Award Identification Number (FAIN): B-24-CP-NM-1477
Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date: 08/13/2024
Period of Performance/Budget Period End Date: 08/31/2032

This Grant Agreement between the U.S. Department of Housing and Urban Development (HUD) and City of Las Cruces (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2024 (Public Law 118-42) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on March 5, 2024 (Explanatory Statement) as deemed to be amended by the Further Consolidated Appropriations Act, 2024 (Public Laws 118-47).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/ Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $1,000,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as

described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer in accordance with HUD's instructions for amending the Project Narrative and/or Project Budget found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide " that accompanies the Grant Agreement. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The CGD will notify the Grantee of whether HUD approves or disapproves of the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in HUD's Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds under the Consolidated Appropriations Act, 2024, and the Explanatory Statement, as modified by the Further Consolidated Appropriations Act, 2024 or a later act, are incorporated by this reference and made part of this Grant Agreement. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can

amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific conditions that HUD may apply to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including all requirements 2 CFR part 200 provides with respect to a subaward, except the audit requirements in 2 CFR part 200, subpart F.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After March 9, 2024, neither the Grantee nor any of its contractors, subrecipients, and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before March 9, 2024, until one of the following occurs:

(i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds;

(ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which by this reference are incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must sign the corresponding certification in Appendix 8 to this Grant Agreement and return it to HUD with this Grant Agreement. The Grantee must include in its award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using the *Disclosure of Lobbying Activities*

(SF-LLL) form. In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility

functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict-of-Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

T. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Grantee must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, an employee of the Grantee or a subrecipient—as well as a personal services contractor—who makes a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

U. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds

obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use DRGR to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Approved Project Narrative and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2032.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these

reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.31, and 200.314.

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The

Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with grant funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving:

i) the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E);

ii) a certification of the costs; and

iii) the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions,

and reports the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with HUD's grant instructions found in the document titled "FY2024 Economic Development Initiative - Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

_ City of Las Cruces_____

(Name of Organization)

BY: _Ikani Taumoepeau_____
(Signature of Authorized Official)

Ikani Taumoepeau, City Manager
(Typed Name and Title of Authorized Official)

_07/18/2025_____
(Date)

HUD
BY: _Leticia Ibarra_____
(Signature of HUD Authorized Official)

Acting CPD Regional Director
(Title of HUD Authorized Official)

_07/29/2025_
(Date)

City of Las Cruces (Ratification Approval)

Name: Ikani Taumoepeau

Title: City Manager

Signature: _____

Date: _____

City of Las Cruces (Legal Ratification)

Name: Brad Douglas

Title: City Attorney

Signature: _____

Date: _____

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee's Indirect Cost Rate Information

As the duly authorized representative of the Grantee, I certify that the Grantee:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

BY: Ikani Taumoepeau
(Signature of Authorized Official)

Ikani Taumoepeau, City Manager
(Typed Name and Title of Authorized Official)

07/18/2025
(Date)

City of Las Cruces (Ratification Approval)

Name: Ikani Taumoepeau

Title: City Manager

Signature: _____

Date: _____

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix III to Part 200 (for Institutions of Higher Education); Appendix IV to Part 200 (for nonprofit organizations); Appendix VII to Part 200 (for state and local governments and Indian Tribes); and Appendix IX to Part 200 (for hospitals).

APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the grantee must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures.

Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency.

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

(e) Definitions.

For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, considering the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

> *a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
>
> *b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

> *a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
>
> *b.* Whether an opportunity was provided for open competitive bidding or negotiation;
>
> *c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

(a) *Provisions applicable to a grantee that is a private entity.*

(1) Under this award, the grantee, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the grantee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(b) *Provision applicable to a grantee other than a private entity.*

(1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR part 2424.

(c) *Provisions applicable to any grantee.*

(1) The grantee must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The grantee must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the grantee must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) *Definitions. For purposes of this award term:*

“Employee” means either:

(1) An individual employed by the grantee or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

“Private Entity” means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 8 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

BY: _Ikani Taumoepeau_____
(Signature of Authorized Official)

Ikani Taumoepeau, City Manager
(Typed Name and Title of Authorized Official)

_07/18/2025_____
(Date)

City of Las Cruces (Ratification Approval)

Name: Ikani Taumoepeau

Title: City Manager

Signature: _____

Date: _____

NOTE: This certification is not required for Federally recognized Indian tribes and Tribally Designated Housing Entities (TDHEs) established by a federally recognized Indian tribe through the tribe's sovereign power. However, this exemption does not apply to State-recognized Indian tribes and TDHEs established under State law.

NARRATIVE

LiftUp Las Cruces is a multi-departmental effort of the City of Las Cruces to improve neighborhoods one at a time. The program identifies needs or concerns within a neighborhood and allows the City to focus resources in one place to make a larger impact. This effort will occur throughout the City. New streetlights are designated to increase safety and visibility. The present streetlights in deficient areas are based on poles spaced 250 feet apart using halogen lighting. Since upgrading the lights to LED, pole spacing needs to be condensed to 150 feet. Certain streets within the LiftUp area are in need of improvements to address handicap accessibility, improve pedestrian connectivity, repair drainage issues, replace missing curbs, gutters, and sidewalk gaps. Improvements will be spread throughout the area based on additional field surveys. In addition, the improvements will modernize the aesthetics and appeal of the neighborhoods. The funds requested through this grant will be used to plan, design and complete a full reconstruction of Sacramento Street from Poplar Avenue to Oasis Avenue, including the Sacramento Circle cul-de-sac. This CPF-funded project is not part of a larger project. The project has already started, with field surveying, geotechnical investigations, and public meetings completed, and it is currently in the preliminary design phase. The HUD NEPA environmental review has already been initiated. No subrecipients are being used for this project.

The project scope includes removal of deteriorated roadway and utility infrastructure, and installation of new asphalt pavement and base course, curb and gutter, concrete sidewalks, ADA-compliant pedestrian curb ramps, driveway access ramps, storm drainage pipes, street lighting, traffic signage and striping. It will also include replacement of primary and service utility lines for water, sanitary sewer, and residential gas. All work will take place within the existing public rights-of-way and easements along the previously developed Sacramento Street corridor. Project funds will be expended within a single construction phase with a single prime contractor to replace existing public utilities and roadway elements.

Project Address : 1940 Sacramento Street Las Cruces, NM 88001

The requested funding will be used to replace and upgrade outdated public transportation and utility infrastructure along Sacramento Avenue to better serve existing residents. This includes the removal of deteriorated roadway and utilities, and the construction of new asphalt pavement and base course, curb and gutter, concrete sidewalks, ADA-compliant pedestrian curb ramps, driveway access ramps, storm drainage infrastructure, street lighting, traffic signage and striping. Additionally, the project will replace primary and service utility lines for water, sanitary sewer, and residential gas to ensure reliable and modern service.

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	$1,000,000.00
Applicant Estimated Funding	$.00
State Estimated Funding	$595,000.00
Local Estimated Funding	$2,000,000.00
Other Estimated Funding	$.00
Program Income Estimated Funding	$.00
Total	$3,595,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Construction	$1,000,000.00
Total	$1,000,000.00

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 297, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2952** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 297, Paragraph 33, Four Hundred Thousand Dollars and No Cents, $400,000.00, to acquire property and rights of way for and to plan, design, construct, replace and improve projects identified in the Las Cruces active transportation plan, including roads, trails, sidewalks and transit stops, in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $400,000.00 Four Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $400,000.00 Four Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A.** Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Smith FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 17, 2025 06:05:32 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 17, 2025
Date

As To Legal Form And Sufficiency

for Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

FY2026 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	**Recipient Name**	Las Cruces Public Libraries
2.	**Remit to Name and Address**	City of Las Cruces PO Box 20000 Las Cruces, NM 88004
3.	**State of NM Vendor #**	54342
4.	**Project Title and Legal and Fiscal Data**	State Grants-in-Aid to Public Libraries Statute / Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	**New Mexico State Library Contact**	Carmelita Aragon, Carmelita.Aragon@dca.nm.gov
6.	**Source of Funding**	*State of N.M. Legislature - General Appropriation Act of 2026*
7.	**Grant Type and Amount Received**	Library Type Grant: **Public Library** Total Grant Amount: $ **20,000.00** *(Total grant amount includes share(s) for any eligible library branch(es))*
8.	**Allocation Period**	Fiscal Year 2026 Fully expend ***ALL*** State Grants-in-Aid funds by **JUNE 30, 2026**.
9.	**Terms and Conditions of Allocation**	The state aid program is intended to supplement and encourage local effort in providing local library service. A ***library's local budget shall not*** be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred. State Grants-in-Aid funds **may be used** for: 1) library collections; 2) library staff salaries; 3) library staff professional development; 4) library equipment; or 5) other operational expenditures associated with delivery of library services. Grant recipients must report how all FY26 state grants-in-aid funds were spent in the FY26 Annual Report.
10.	**Date**	October 17, 2025

State Grants-in-Aid to Public Libraries Agreement For FY2026

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Las Cruces Public Libraries** , located in **Las Cruces, NM** , hereinafter called the **Recipient**.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed

Twenty Thousand Dollars and No Cents

(**$ 20,000.00**) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Fully expend state grants-in-aid funds before **June 30, 2026**;
6. Failure to fully expend state grants-in-aid funds before June 30, 2026, will result in denial of fiscal year 2027 state grants-in-aid;
7. In the event of an extension, this agreement will continue through the life of the grant and subsequent extensions unless terminated by any party;
8. No later than August 12, 2026, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and

9. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation**.

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Recipient Signature

Authorized Agent Signature: Signed by: Ikani Taumoepeau 8B8581626F58426... Date: 11/3/2025

x My signature above verifies that I am an authorized agent with authority to enter into a legal contract with the State of New Mexico.

Print Name of Authorized Agent: Ikani Taumoepeau

Official Title of Authorized Agent: City Manager

NMSL Signature

New Mexico State Librarian Signature: Signed by: Eli Guinnee 55F31E9436424FA... Date: 11/5/2025

New Mexico State Librarian Print Name: Eli Guinnee

State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to *supplement* and *encourage* local effort in providing local library service and *is not* intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to New Mexico public libraries. Recognized public libraries must meet all eligibility requirements outlined in the 4.5.2 NMAC to receive state aid. *ALL* state aid funds must be fully expended or encumbered *before* June 30 each year.

This is not an exhaustive list of allowable and non-allowable expenditures. If you have questions as how to expend state aid grant funds, contact the Library Development Bureau *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

Allowable Expenditures - State aid ***can*** be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
  - Non-traditional circulating/educational items may also be allowable, e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.

- Library Staff Salaries
  - Regular library staff salaries for their work within the library. Paying a part-time/substitute library staff member or a summer intern may also be allowable.

- Library Staff Professional Development
  - Library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library-related training and workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including lodging & meals).
  - Library staff training (in-person and online) that relates to library services/issues, is organized and held at the library, or other locations, etc. may also be allowable.

- Library Equipment
  - Equipment associated with meeting the information needs of library patrons such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.

- Other Operational Expenditures Associated with Delivery of Library Services
  - Expenditures associated with the delivery of library services, such as the library's catalog, library program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
  - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

See page 2 for Non-Allowable Expenditures ➔

Non-Allowable Expenditures - State aid ***cannot*** be used for:

- Administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, library staff fringe benefits, library staff performance bonuses, or similar expenditures, etc.
- Food, giveaways, incentives, prizes, college classes for individual library staff (*i.e*., library staff tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (*e.g*., bouncy houses, party supplies, pony rentals), or similar purchases, etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, *i.e.*, the cost of parties, receptions, fund-raising events, other social functions, library building maintenance, toilet paper, paper towels, cleaning supplies and equipment (*e.g.*, vacuums, mops, brooms, trashcans, etc.) paint, or similar expenditures, etc.
- Capital improvements and construction.

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES

CHAPTER 5 STATE LIBRARY

PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

(1) provide information in the time, manner, and form prescribed by the state library;

(2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;

(3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and

(4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

(1) separate quarters from the main library;

(2) a permanent library collection and reference services;

(3) offers basic library services;

(4) staff present during open hours; and

(5) at least 20 hours of public access to physical quarters per week on an annual basis.

E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.

F. "Collection development policy" means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

G. "Community analysis and needs assessment" means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

H. "Developing library" means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

(1) A developing library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution of a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A developing library provides the following public services:
- (a) staff present during open hours;
- (b) at least 15 hours of public access to physical quarters per week on an annual basis;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

I. "Fiscal year" means July 1 through June 30.

J. "Legal service area" means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

K. "Library board" means an administrative or advisory group comprised of representative members of the library's community.

L. "Library collections" means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

M. "Library equipment" means equipment associated with the delivery of library services.

N. "Library staff" means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

O. "Matching funds" means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

P. "Public library" means a New Mexico organization that offers basic library services within its legal service area.

(1) A public library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution adopted by a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A public library provides the following public services:
- (a) staff dedicated to the library
- (b) year-round public access to the physical location at least 25 hours per week;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

Q. "Reference services" means the provision of library staff to answer reference questions during all the hours the library is open.

R. "Strategic plan" means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

4.5.2.8 DEVELOPING LIBRARY GRANT:

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

(1) timely submission of an annual report with the state library;

(2) receipt of no more than five, consecutive, awards of developing library grants;

(3) continuous operation for at least nine months;

(4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least $0.25 per person in its first year and any non-consecutive years of developing library grant application participation; $0.50 per person in its second consecutive year; $0.75 per person in its third consecutive year; $1.00 per person in its fourth consecutive year; and $1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with requirements for developing library grants;

(8) employment of a designated director;

(9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and

(10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

(2) continuous operation for at least one year;

(3) receipt of a minimum of three consecutive developing library grants;

(4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least $1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with all requirements for public library grants;

(8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

(9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;

(10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

C. Notification: Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. Request for payment: Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. Maintenance of effort: A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.

[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.

NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.

NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.

NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.

NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.
NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.
NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.
NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.
NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.
NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.
NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.
NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.
NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.
NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.
NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 305, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2960** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 305, Paragraph 33, Four Hundred Fifty Thousand Dollars and No Cents, $450,000.00, to plan, design, construct, furnish, equip and improve the nature center at the museum of nature and science in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $450,000.00 Four Hundred Fifty Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $4,500.00 Four Thousand Five Hundred Dollars and No Cents, which equals $445,500.00 Four Hundred Forty Five Thousand Five Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Seddon for IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 13, 2025 17:21:05 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 13, 2025
Date

As To Legal Form And Sufficiency

for Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 313, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2968** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 313, Paragraph 33, Nine Hundred Seventy Thousand Dollars and No Cents, $970,000.00, to purchase and equip a bookmobile and to plan, design, construct, improve, furnish and equip the Thomas Branigan memorial library in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $970,000.00 Nine Hundred Seventy Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $970,000.00 Nine Hundred Seventy Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov
Telephone:	575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee; Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/25/25
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 20, 2025 17:21:01 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 20, 2025
Date

As To Legal Form And Sufficiency

By Jlucero for Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/21/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your OFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or Fiscal Agent *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 304, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2959** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 304, Paragraph 33, One Hundred Thousand Dollars and No Cents, $100,000.00, to plan, design, construct and equip inductive charging stations for buses at the Mesilla Valley intermodal transportation terminal in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $100,000.00 One Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $100,000.00 One Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov
Telephone:	575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
6EB4D958A89A432...
Signature _____ 12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature _____ 12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
C7E9C597313E484...
Signature _____ 12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
8F9C3BE14553478...
Signature _____

George Hypolite _____ General Counsel
(Print Name) (Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Sedillo FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/20/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 17, 2025 06:04:32 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 17, 2025
Date

As To Legal Form And Sufficiency

By Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)*: $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount *(if applicable)*: $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)* **Grantee Representative**

_____ _____
Printed Name Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
ASD Officer Date Division Grant Manager Date

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 298, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2953** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 298, Paragraph 33, Eight Hundred Thousand Dollars and No Cents, $800,000.00, to plan, design, construct, improve, furnish, expand and equip a fifty-unit housing project to extend the Mesilla Valley resource campus providing services to the homeless, including supportive housing and service buildings, in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $800,000.00 Eight Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $8,000.00 Eight Thousand Dollars and No Cents, which equals $792,000.00 Seven Hundred Ninety Two Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project**

Budget"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
[signature]
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14553478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Scuttto FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 13, 2025 17:28:55 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 13, 2025
Date

As To Legal Form And Sufficiency

For/Brad Douglas
Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. **Use of Information:**

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. **Safeguarding Information:**

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. **Re-Disclosure of Information:**

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. **Ownership of Information:**

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the 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, in the Laws of 2025, Chapter 159, Section 300, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J2955** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 300, Paragraph 33, Seven Hundred Thousand Dollars and No Cents, $700,000.00, to plan, design, develop, construct, improve, furnish and equip the east mesa public recreation complex in Las Cruces in Dona Ana county;.

B. Grantee's total reimbursements shall not exceed $700,000.00 Seven Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $7,000.00 Seven Thousand Dollars and No Cents, which equals $693,000.00 Six Hundred Ninety Three Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Ikani Taumoepeau
Title:	City Manager
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	grants@lascruces.gov
Telephone:	575-541-2078

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:	City of Las Cruces
Name:	Lesley Doyle
Title:	Financial Services Department Director
Address:	700 N. Main St. Las Cruces, New Mexico 88001
Email:	ldoyle@lascruces.gov

Telephone: 575-541-2080

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Melody Zamora
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: Melody.Zamora@dfa.nm.gov
Telephone: 505-670-4395

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
   i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
   i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. 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.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

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

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices 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. For six (6) years following the Project'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 the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project 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.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, 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 Appropriation Amount is fully repaid.

XIV. 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.

XV. 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.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Las Cruces, the City of Las Cruces may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Las Cruces's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. 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 State. 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 State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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 license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department 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.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. 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.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signed by:
Wayne Propst
6EB4D958A89A432...
Signature

12/2/2025
Date

Chief Financial Officer, Mackie Romero:

DocuSigned by:
6CA6727E89F840B...
Signature

12/2/2025
Date

Local Government Division Director, Cecilia Mavrommatis:

Signed by:
Cecilia Mavrommatis
C7E9C597313E484...
Signature

12/1/2025
Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signed by:
George Hypolite
8F9C3BE14563478...
Signature

George Hypolite
(Print Name)

General Counsel
(Title)

APPROVED BY GRANTEE:

City of Las Cruces
Entity Name

Official with Authority to Bind Grantee:

David Lichtblau FOR IT
Signature

Ikani Taumoepeau
(Print Name)

City Manager
(Title)

11/19/2025
Date

Fiscal Officer or Chief Financial Officer:

Lesley Doyle
Lesley Doyle (Nov 17, 2025 17:30:05 MST)
Signature

Lesley Doyle
(Print Name)

Financial Services Director
(Title)

Nov 13, 2025
Date

As To Legal Form And Sufficiency

Signature

Brad Douglas
(Print Name)

City Attorney
(Title)

11/18/25
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

Page 1 of 1 Revised 7/2025

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

26-086

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:**	January 5, 2026
Drafter:	Mercedes Tomayko	**Department:**	City Manager's Office

Title:	**A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM.**

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

PURPOSE(S) OF ACTION:

Approve changes to the Vehicle Acquisition Program.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Fleet Services has received updated quotes for three vehicles that were approved by City Council during budget process for fiscal year 2026. The updated quotes exceed the originally approved amount. Both departments have funds available for purchasing.

To comply with city requirements for the procurement of rolling stock, City Council approval of the updated Vehicle Acquisition list is required for the purchase of the requested rolling stock through this Resolution.

The Public Works Department was approved for the purchase of two Elgin Broombear street sweepers to replace existing Johnston street sweepers (assets 33125 and 33267). The amount originally approved for the purchase of these vehicles is $416,331. The Vehicle Acquisition list needs to be updated to reflect the quoted amount of $421,667 in order for the purchase to be processed. Replacement of the existing sweepers will improve street maintenance and reduce repair costs. The additional funding required is available within the current Public Works budget.

The Fire Department was approved for $36,000 to purchase a Ford Maverick to replace asset 31837, a Ford Taurus. The department has requested to change the replacement vehicle to a Ford F-150 Lightning, which will better support operational needs. To proceed with the order, the Vehicle Acquisition list must be updated to reflect the new cost of $61,460. The additional funding required is available in the Fire Department's current budget.

Housing and Neighborhood Services has requested a Ford new cargo van be ordered for Mano y Mano program. The requested cargo van is to support the Street Outreach team to retrieve donations and to assist with moving people from illegal encampments. The purchase will be processed with funding already in Housing and Neighborhood Services budget.

SUPPORT INFORMATION:

Exhibit A

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 556,460 **AVAILABLE AMOUNT:** 556,460 **EXPENDITURE AMOUNT:** 556,460

Funding Source(s):

Flood Oper (2650) 20448011-807000 - $425,000
VRA (1200) 10133003-807000 - $30,460
Fire Fund (2300) 20133002-807000 - $31,000
Telshor Fund (2705)20430051-721080 - $70,000

Overall Budget Impact:

Funding was approved in the FY2026 budget. These purchases will reduce service expense and improve department operations.

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

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the resolution accepting the updates to the Vehicle Acquisition program.
2. Vote "No"; this will not approve the resolution accepting the updates to the Vehicle Acquisition program.
3. Vote to "Amend"; this will direct staff to modify the proposed resolution.
4. Vote to "Table"; this will delay the resolution and may impact the operations of the requesting departments.

RESOLUTION 26-086

A RESOLUTION AUTHORIZING AN UPDATE TO THE VEHICLE ACQUISITION PROGRAM.

The City Council is informed that:

WHEREAS, Fleet Services has received updated quotes for rolling stock purchases for fiscal year 2026; and

WHEREAS, these updated costs are not part of the fiscal year 2026 Vehicle Acquisition list approved by City Council; and

WHEREAS, to comply with city requirements for the procurement of rolling stock, City Council approval of the updated Vehicle Acquisition list is required for the purchase of the vehicles; and

WHEREAS, the Public Works Department seeks to replace two existing Johnston street sweepers (assets 33125 and 33267) with Elgin Broombear street sweepers to improve maintenance and reduce repair costs; and

WHEREAS, the Fire Department seeks to replace asset 31837, a Ford Taurus, with a Ford F150 Lightning to better support operational needs; and

WHEREAS, Housing and Neighborhood Services seeks a new cargo van to assist the Street Outreach team to retrieve donations and assist with moving people from illegal encampments.

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

(I)

THAT the FY2026 Vehicle Acquisition list as indicated in Exhibit "A", attached herto and made part of this Resolution, is hereby approved.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____

ATTEST:

_____

Moved by:

Seconded by:

AYES

NAYS

FY 2026 VAF Program Funding

Department/Line of Business	Inventory Number	Existing Model	Replacement Model	Estimated Replacement Cost	Funding By Source: VAF Program Fund	Utilities Funding	Other Sources (Grant, Lease, Debt)
300-CITY MANAGER							
0430-HOUSING NEIGHBORHOOD SERVICES	New	New	Ford Cargo Van	$70,000	$0	$0	$70,000
0430-HOUSING NEIGHBORHOOD SERVICES	28011	Dodge Ram 3500	Ford T350 Passenger Van	$65,000	$0	$0	$65,000
			Total 300-CITY MANAGER	**$135,000**	**$0**	**$0**	**$135,000**
320-POLICE							
0232-PUBLIC SAFETY	32179	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32212	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32250	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32251	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32253	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32255	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32258	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0232-PUBLIC SAFETY	32265	FORD INTERCEPTOR	FORD INTERCEPTOR	$87,000	$87,000	$0	$0
0432-COMMUNITY OUTREACH	New	New	FORD F150	$76,800	$76,800	$0	$0
			Total 320-POLICE	**$772,800**	**$772,800**	**$0**	**$0**
330-FIRE & EMERGENCY							
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
0133-ADMINISTRATIVE-FD	New	New	Wheeled Coach Type I Ambulance	$392,000	$0	$0	$392,000
0133-ADMINISTRATIVE-FD	31837	Ford Taurus	Ford F150 Lightning	$61,460	$30,460	$0	$31,000
0133-ADMINISTRATIVE-FD	31843	Ford F150	Ford F150	$60,541	$60,541	$0	$0
			Total 330-FIRE & EMERGENCY SERVICES	**$1,298,001**	**$91,001**	**$0**	**$1,207,000**
340-UTILITIES							
0234-NATURAL GAS & ENERGY OP MAINT	31842	Ford F-150	Ford F-150	$56,000	$0	$56,000	$0

	0234-NATURAL GAS & ENERGY OP MAINT	32782	Ford F-150	Ford F-250	$66,000	$0	$66,000	$0
	0334-WATER OPERATION & MAINTENANCE	32299	Ford F-250	Ford F-250	$66,000	$0	$66,000	$0
	0434-WASTEWATER OPERATION & MAINTEN	32423	Ford F-250	Ford F-250	$66,000	$0	$66,000	$0
	0534-SOLID WASTE COLLECTIONS	New	New	Freightliner GS Products ASL	$233,200	$0	$233,200	$0
	0534-SOLID WASTE COLLECTIONS	New	New	Peterbilt 520 Wittke FEL	$390,800	$0	$390,800	$0
	0534-SOLID WASTE COLLECTIONS	31889	Ford F-750 Container Truc	Frieghtliner Container Truck	$161,100	$0	$161,100	$0
	0534-SOLID WASTE COLLECTIONS	32304	Peterbilt Roll Off Truck	Peterbilt Roll Off Truck	$239,100	$0	$239,100	$0
	0534-SOLID WASTE COLLECTIONS	32340	Bandit 2680 Beast	Vermeer HG4000	$607,600	$0	$607,600	$0
	0534-SOLID WASTE COLLECTIONS	32774	Peterbilt 320 Front Loader	Peterbilt 520 Front Loader	$390,800	$0	$390,800	$0
	0634-MGMT OF INFORMATION SYSTEMS	New	New	Ford F-150 4x4	$56,000	$0	$56,000	$0
	0634-MGMT OF INFORMATION SYSTEMS	32254	Ford F-150	Ford F-150	$64,000	$0	$64,000	$0
	0934-REGULATORY COMPLIANCE & TRAINI	New	New	Ford Ford Escape	$44,000	$0	$44,000	$0
	1034-TECHNICAL SUPPORT	32416	Ford F-150	Ford F-150	$71,000	$0	$71,000	$0
	1034-TECHNICAL SUPPORT	33094	Ford F-150	Ford F-150	$71,000	$0	$71,000	$0
				Total 340-UTILITIES	**$2,582,600**	**$0**	**$2,582,600**	**$0**
450-PARKS & RECREATION								
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31018	Ford F150	No No	$55,000	$55,000	$0	$0
	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31103	Ford f150 ext cab	ford f150 crew cab	$55,000	$55,000	$0	$0

	0245-CONSTRUCTION,MAINT,BEAUTIFICAT	31347	Ford F150	No No	$55,000	$55,000	$0	$0
				Total 450-PARKS & RECREATION	**$165,000**	**$165,000**	**$0**	**$0**
480-PUBLIC WORKS								
	0248-PUBLIC INFRASTRUCTURE	31077	Ford F150	Ford F150	$55,000	$55,000	$0	$0
	0448-OPERATIONS AND MAINTENANCE	New	New	Mack Granite Mack MP7	$380,000	$0	$0	$380,000
	0448-OPERATIONS AND MAINTENANCE	33125	JOHNSTON RT 655	ELGIN BROOMBEAR	$421,667	$0	$0	$421,667
	0448-OPERATIONS AND MAINTENANCE	33267	JOHNSTON 4400	ELGIN BROOMBEAR	$421,667	$0	$0	$421,667
				Total 480-PUBLIC WORKS	**$1,278,334**	**$55,000**	**$0**	**$1,223,334**
500-ASSISTANT CITY								
	0250-ROADRUNNER TRANSIT	28734	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	28737	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	28739	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	31569	Gillig Heavy Duty Bus	BYD Electric Bus	$1,200,000	$0	$0	$1,200,000
	0250-ROADRUNNER TRANSIT	31747	Dodge Caravan	Ford Maverick Hybrid	$40,000	$0	$0	$40,000
				Total 500-ASSISTANT CITY MANAGER'S OFFIC	**$4,840,000**	**$0**	**$0**	**$4,840,000**
540-QUALITY OF LIFE								
	0354-SENIOR PROGRAMS	32127	Ford F150	Ford F150	$88,600	$88,600	$0	$0
				Total 540-QUALITY OF LIFE	**$88,600**	**$88,600**	**$0**	**$0**
900-ANIMAL SERVICES								
	9000-ANIMAL SERVICES CENTER A&G	32239	Ford Transit Cargo Van	Ford Transit Cargo Van	$51,000	$0	$0	$51,000
				Total 900-ANIMAL SERVICES CENTER	**$51,000**	**$0**	**$0**	**$51,000**
				Total VRA By Funding Source	**$11,211,335**	**$1,172,401**	**$2,582,600**	**$7,456,334**

26-087

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:**	January 5, 2026
Drafter:	Katherine Harrison-Rogers	**Department:**	Parks & Rec

Title: **A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND NM VALENCIA, LLC, FOR AN IMPROVED NEIGHBORHOOD PUBLIC PARK CONSISTING OF 2.026 ACRES KNOWN AS TRACT A OF ARROYOS AT SETTLERS PASS PHASE 2 IN AN AMOUNT NOT TO EXCEED $533,000.**

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

PURPOSE(S) OF ACTION:

To approve an agreement for the reimbursement of the design and construction of a neighborhood park.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

One historic method by which to add new neighborhood parks to the Parks & Recreation (P&R) system is to enter into agreements with developers of new residential subdivisions to design and construct neighborhood parks, the cost of the construction is reimbursed by the City through the collection of Park Impact Fees (PIF). The PIF is an assessment imposed on new residential development to cover the cost of new infrastructure demands required to maintain the City's overall park facilities' Level of Service based on the impacts of the new development on the existing system.

The developer works with City staff to select the site and design a park to meet the needs of the residents while achieving the guidelines of the Parks & Recreation (P&R) Master Plan. After design, the City and the developer will enter into an agreement via a Council approved resolution for reimbursement based on the cost estimates for construction. The developer will build the park at their own cost with oversight from P&R and other City departments. When the park is completed, a final walk-through occurs to determine that all work is complete to the satisfaction of the City. If the park is determined to be acceptable, the developer collaborates with Land Management to transfer ownership of the land to the City at no cost to the City.

After the transfer takes place, the City reimburses the developer the cost of improvements not to exceed the agreed upon amount and after a review of all applicable invoices related to the construction of the park. The reimbursement is made from the Park Impact Fee General account. If the park is not built or is not built to the City's specifications for acceptance, then the City is not obligated to accept the park or reimburse the developer.

The Arroyos at Settlers Pass Master Plan and Phases 1 and 2 were approved under a previous land use code and a neighborhood park, to be constructed in two phases, was negotiated as part of the development. The developer is currently constructing Phase 2 of the Arroyos at Settlers Pass, which includes the first phase of this park. The Park will be a total of 2.026 acres in size and will be deeded to the City of Las Cruces. The

Park parcel is identified as Tract A of Arroyos at Settlers Pass Phase 2 consisting of 2.026 acres to be recorded in the Dona Ana County Clerk's Office.

The subdivisions to be served by the Park are Arroyos at Settlers Pass Subdivision Phase 1 and Arroyos at Settlers Pass Phase 2. The total number of residential lots within these subdivisions is 205 lots.

The amount of reimbursement will be based on the actual costs of design and construction for the park and verified through invoices provided to the City by the Contractor and will not exceed $533,000. The total projected park impact fees to be collected in Arroyos at Settlers Pass Subdivision Phases 1 - 2 is based on a PIF of $2,600.00 per dwelling unit in Phase 1, totaling $296,400 for 114 lots, and based on a PIF ranging between $2,029 and $5,671 in Phase 2, for a maximum of $516,061 or a minimum of $184,639 for 91 lots. These fees are collected at the time of building permit issuance on each residential dwelling. The maximum fees collected for both phases at total build-out for 205 residential lots is $812,461. The minimum fees that may collected for 205 lots at total build-out is $481,039.

The Park will be constructed in compliance with City codes and with State and Federal standards. All construction will be completed by the developer and delivered to the City free of all liens, claims, and demands. The reimbursement for the Park will not exceed $533,000 and will be paid from the Park Impact Fee General accounts. The project is on the FY 25 Capital Improvements Program as Developer Neighborhood Park Reimbursement.

The completed Park will include finish grading, irrigation system, walking paths, playground equipment, turfgrass area, site furnishings, and landscape elements per the approved construction drawings of record. Please refer to Exhibit "A" of the Resolution for details.

SUPPORT INFORMATION:

Exhibit "A", Arroyos Subdivision Reimbursement Agreement

PLAN(S):

Other, Department Strategic Business Plan

COMMITTEE/BOARD REVIEW:

Parks & Rec

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
$4,250,718.00	$1,381,874.77	$533,000

Funding Source(s):

4106 40145011 805000

Overall Budget Impact:

N/A

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

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes", this will approve the Resolution and corresponding agreement and will allow the City to reimburse the developer for the design and construction of a park through the collection of Park Impact Fees.
2. Vote "No", this will deny the Resolution and corresponding agreement and the City will not be authorized to reimburse the developer for a park.
3. Vote to "Amend", this will allow City Council to modify the Resolution and corresponding agreement and direct staff accordingly.
4. Vote to "Table", this will result in no action on the Resolution and corresponding agreement and may result in the inability of the City to reimburse the developer for a park.

RESOLUTION 26-087

A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND NM VALENCIA, LLC, FOR AN IMPROVED NEIGHBORHOOD PUBLIC PARK CONSISTING OF 2.026 ACRES KNOWN AS TRACT A OF ARROYOS AT SETTLERS PASS PHASE 2 IN AN AMOUNT NOT TO EXCEED $533,000.

The City Council is informed that:

WHEREAS, the Arroyos at Settlers Pass Master Plan and Phases 1 and 2 were approved under a previous land use code and a neighborhood park, to be constructed in two phases, was negotiated as part of the development; and

WHEREAS, the City of Las Cruces negotiated a reimbursement agreement with NM Valencia, LLC, Developer of Arroyos at Settlers Pass Subdivision Phases 1 and 2; and

WHEREAS, the Park parcel is identified as Tract A of Arroyos at Settlers Pass Phase 2 consisting of 2.026 acres and will serve 205 residential lots; and

WHEREAS, the developer completed a design and is constructing a park for the benefit of the city's residents; and

WHEREAS, staff will inspect the park to determine if the improvements are in compliance with relevant rules and regulations and with the construction plans; and

WHEREAS, the developer will provide a one-year warranty period for improvements; and

WHEREAS, based on negotiations with the developer, upon successful review of invoices, and with the acceptance of the park (with the aforementioned one-year warranty), staff may recommend reimbursement in an appropriate amount not to exceed $533,000.

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

(I)

THAT the Reimbursement Agreement for the neighborhood park on Tract A of Arroyos at Settlers Pass Phase 2 Subdivision, attached hereto as Exhibit "A" and made part of this Resolution, is authorized in an amount not to exceed $533,000.

(II)

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

DONE AND APPROVED this day of

APPROVED

_____
Mayor

ATTEST:

_____
City Clerk

Moved by:

Seconded by:

AYES Yvonne Flores, Johana Bencomo, Becki Graham, Becky Corran, Cassie McClure, William Mattiace, Eric Enriquez

NAYS

EXHIBIT "A"

REIMBURSEMENT AGREEMENT FOR CONSTRUCTION OF ONE NEIGHBORHOOD PUBLIC PARK

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of Las Cruces, Dona Ana County, New Mexico, a Municipal Corporation, hereinafter referred to as "Owner", and NM Valencia, LLC, Developer of Arroyos at Settlers Pass Subdivision Phases 1 and 2, hereinafter referred to as "Contractor" or "Developer".

WITNESSETH:

WHEREAS, for valuable consideration, the Contractor will furnish the labor, tools, equipment, material and complete in every detail the design and construction of a Neighborhood Public Park for a total area of 2.026 acres within the Arroyos at Settlers Pass Subdivision Phases 1 and 2.

FOR SAID CONSIDERATION, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

One Public Park will be designed and constructed within the Arroyos at Settlers Pass Subdivision. The Park will be a total of 2.026 acres in size and will be deeded to the City of Las Cruces. The Park parcel is identified as Tract A of Arroyos at Settlers Pass Phase 2 consisting of 2.026 acres to be recorded in the Dona Ana County Clerk's Office and attached as Exhibit "A".

The subdivisions to be served by the Park are Arroyos at Settlers Pass Subdivision Phases 1, attached as Exhibit "B", and Arroyos at Settlers Pass Phase 2, attached as Exhibit "A". Also reference the Arroyos at Settlers Pass Phasing Plan, attached as Exhibit "C". The number of residential lots within these subdivisions is 205 lots.

1. The Contractor will design and construct the park at its cost in exchange for the City's reimbursement of the costs of design and construction of said park from park impact fees.

    a. The Park will be constructed in compliance with City codes as well as applicable State and Federal standards, which may include but are not limited to:

        1. CITY OF LAS CRUCES GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS - 2004 Edition
        2. CITY OF LAS CRUCES STANDARD SPECIFICATIONS FOR ROAD CONSTRUCTION - 2000 Edition
        3. CITY OF LAS CRUCES DESIGN STANDARDS
        4. CITY OF LAS CRUCES UTILITY STANDARDS SPECIFICATIONS FOR CONSTRUCTION OF WATER, SEWER, AND GAS UTILITIES -Latest edition
        5. NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION – Latest edition
        6. NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION - Latest edition and supplemental specifications.
        7. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES - Latest edition
        8. ASTM - Latest edition

9. AASHTO - Standard Test Methods - Latest edition
10. INTERNATIONAL BUILDING CODE – Latest edition
11. OSHA - Construction Industry Standards; Safety Requirements
12. NEW MEXICO Underground Property Damage Law
13. SUBCONTRACTOR'S FAIR PRACTICES ACT
14. AMERICANS WITH DISABILITIES ACT - Latest edition and revisions
15. NEW MEXICO DEPARTMENT OF TRANSPORTATION – National Pollutant Discharge Elimination System (NPDES) Handbook – Latest edition

If any referenced specification is in conflict with a City of Las Cruces specification, the City specification shall govern.

b. The Park will include finish grading, irrigation system, walking paths, playground equipment, turfgrass area, site furnishings, and landscape elements per the approved construction drawings of record.

c. The work will be completed by Contractor and shall be delivered to the Owner free of all Liens, claims and demands of any kind for materials, equipment, supplies, services, labor, taxes and damages to property or person. Contractor shall submit proof of such and City shall maintain such record according to law.

2. The amount of reimbursement will be based on the actual costs of design and construction for the park and verified through invoices provided to the City by the Contractor and will not exceed $533,000. The total projected park impact fees to be collected in Arroyos at Settlers Pass Subdivision Phases 1 - 2 is based on a Park Impact Fee of $2,600.00 per dwelling unit in Phase 1, totaling $296,400 for 114 lots, and based on a Park Impact Fee ranging between $2,029 and $5,671 in Phase 2, for a maximum of $516,061 or a minimum of $184,639 for 91 lots. These fees are collected at the time of building permit issuance on each residential dwelling. The maximum fees collected for both phases at total build-out for 205 residential lots is $812,461. The minimum fees that may collected for 205 lots at total build-out is $481,039.
3. The City shall reimburse the Contractor for the design and construction of the park in accordance with applicable New Mexico law and the City of Las Cruces Municipal Code provisions governing park impact fees. Reimbursement shall be made from the City's Park Impact Fee General accounts, which are not limited to or restricted by the park impact fees collected from the above-referenced subdivision, and may be paid from any available, non-obligated Park Impact Fee funds.
4. The Contractor will submit invoices to the City outlining actual costs and/or expenses, paid by the Contractor, associated with design and construction for all park improvements. City Staff will review the invoices for completeness and applicability.
    a. Payment to Contractor from City shall be completed only after work has been completed and approved by the City in full or in accordance with a cost reimbursement schedule. Contractor shall submit completed invoices to the City and City shall maintain such record according to law.

5. The final design and construction of the Park will be completed to the satisfaction of the Owner, under the direction of the City Landscape Architect and Parks & Recreation Department Director. The Park will not be accepted by the City until all deliverables are completed.
6. The Contractor will deed the park tract to the City by Special Warranty Deed prior to City remitting reimbursement payment.
7. The Contractor agrees to warrant all work for a period of one (1) year from the date of Acceptance by the City. Any defect that occurs shall be repaired or replaced by the Contractor at no cost to the City.

8. CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:
    1. Commercial General Liability Insurance
        a. $1,000,000 per occurrence / $2,000,000 aggregate
        b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
        c. The City of Las Cruces must be named as an Additional Insured for all coverages listed
        above on endorsements acceptable to the City.
        d. Coverage must be primary and non-contributory.
        e. Coverage must be per project or per location.
        f. Coverage must be on an occurrence form.
        g. Subrogation must be waived.
    2. Commercial Auto Liability
        a. $1,000,000 per occurrence
        b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
    3. Workers’ Compensation and Employers Liability
        a. Statutory Limits
        b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease,
        $1,000,000 policy limit
        c. Subrogation must be waived.

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

    CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the

project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

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

CITY OF LAS CRUCES

By: _____

Ikani Taumoepeau, City Manager

NM Valencia, LLC.

By: _____

Alex Emerson, CFO, Managing Partner

APPROVED AS TO FORM

for BB 12/19/2025

CITY ATTORNEY

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The foregoing instrument was acknowledged before me on this _____day of _____ 2025, by Ikani Taumoepeau, City Manager of the City of Las Cruces, a New Mexico municipal corporation, on behalf of said municipal corporation.

_____
Notary Public

My commission expires: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF DOÑA ANA)

The foregoing instrument was acknowledged before me on this _____day of _____ 2025, by Alex Emerson, CFO of NM Valencia, LLC., a New Mexico corporation, on behalf of said corporation.

_____
Notary Public

My commission expires: _____

- THE ARROYOS AT SETTLERS PASS, PHASE 2 -

FINAL PLAT

BEING A 27.485 ACRE RESIDENTIAL SUBDIVISION LOCATED IN THE CORPORATE LIMITS OF THE CITY OF LAS CRUCES, BEING PART OF SECTION 20, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, DOÑA ANA COUNTY, NEW MEXICO.

DATE OF SURVEY: APRIL15, 2021

DEDICATION

THE TRACT OF LAND SHOWN HEREON CONTAINING 27.485 ACRES OF LAND, MORE OR LESS, IS TO BE KNOWN AS **"THE ARROYOS AT SETTLERS PASS, PHASE 2".**

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES. UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THE EASEMENTS, ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT WILL BE ALLOWED.

THIS SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNERS OF THE LAND SHOWN HEREON.

INSTRUMENT OF OWNERSHIP: FILED SEPTEMBER 29, 2021.
INSTRUMENT NO. 2131464, DOÑA ANA COUNTY RECORDS.

I, THE UNDERSIGNED OWNER(S) OF VIVA LAND VENTURES LP, HEREBY SET OUR HANDS AND SEAL THIS ___ DAY OF _____ 20___.

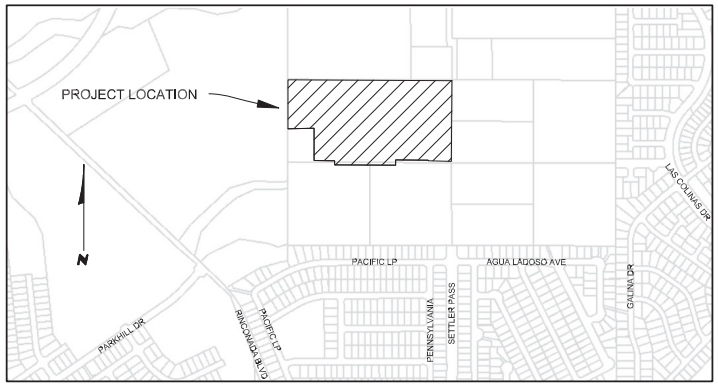
_____
GREG DIDONNA, PRESIDENT
VIVA LAND VENTURES LP
11427 ROJAS DRIVE
EL PASO, TX 79936

STATE OF_____)
ss.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20___ BY GREG DIDONNA

MY COMMISSION EXPIRES_____

_____
NOTARY PUBLIC SEAL



VICINITY MAP
NOT TO SCALE

DEEDS AND PLATS: AS GRAPHICALLY DEPICTED AND NOTATED ON THE MAP.
DOCUMENTS USED IN THE PREPARARTION OF THIS PLAT:

NOTES:

1. RECORD MEASUREMENTS IN *ITALICS*
2. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* AND ZONE "AE" PER FEMA MAP 35013C0894G, EFFECTIVE JULY 6, 2016.
3. OWNER OF RECORD: VIVA LAND VENTURES, LP
   11427 ROJAS DRIVE,
   EL PASO, TX 79936
4. TOTAL ACREAGE = 19.836 ± ACRES.
5. ALL INTERIOR CORNERS ARE MARKED BY A SET 1/2" IRON REBAR WITH PLASTIC IDENTIFICATION CAP STAMPED "NMPS 5949".
6. LOTS WITH CST SYMBOL SHALL BE SUBJECT TO CLEAR SIGHT TRIANGLE REGULATIONS: △
7. THE DEVELOPER IS RESPONSIBLE FOR ALL EASEMENTS, MAIN LINE EXTENSIONS AND STUB-OUTS NECESSARY TO PROVIDE UTILITY SERVICE IN COMPLIANCE WITH ALL APPLICABLE UTILITY STANDARDS.
8. THE ARROYOS AT SETTLER PASS, PHASE 2 IS ZONED R-1B.
9. PRIMARY ACCESS FOR LOTS 83-91 TO BE THROUGH SAN JOSE ARROYO COURT.
10. PROPOSED TRACT OWNERSHIPS AND DEDICATIONS ARE AS SHOWN IN NOTE 11 BELOW. NOTE THAT TRACT 'C' IS PROPOSED FOR USE BY THE CITY OF LAS CRUCES FOR FUTURE RIGHT-OF-WAY TO LAND TO THE NORTH.
11. TRACT ACREAGES:
    TRACT A - 2.020 ± AC. - CITY OF LAS CRUCES, PARK AREA
    TRACT B - 0.032 ± AC. - CITY OF LAS CRUCES, DRAINAGE AND UTILITY, PEDESTRIAN ACCESS
    TRACT C - 0.134 ± AC. - CITY OF LAS CRUCES, FUTURE R-O-W (SEE NOTE 10)
    TRACT D - 0.025 ± AC. - CITY OF LAS CRUCES, DRAINAGE, PEDESTRIAN ACCESS
    TRACT E - 0.072 ± AC. - CITY OF LAS CRUCES, DRAINAGE AND UTILITY, PEDESTRIAN ACCESS
    TRACT F - 0.005 ± AC. - VIVA LAND VENTURE, MAILBOXES LOCATION
12. LOTS 23-34 SHALL NOT HAVE DIRECT ACCESS TO SETTLERS PASS.

GEM SURVEYING
P.O. BOX 183
ORGAN, NM 88052
TEL: 575-635-0176
FAX: 866-293-0551

DOÑA ANA COUNTY CLERK

PLAT NO. _____ RECEPTION NO._____

STATE OF NEW MEXICO)
) SS.
COUNTY OF DOÑA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS _____DAY OF _____, 20_____, AT _____ AM/PM AND DULY RECORDED AS

INSTRUMENT NUMBER _____ AND FILED IN THE RECORDS OF THE COUNTY CLERK, DONA AÑA COUNTY, NEW MEXICO.

_____ _____
COUNTY CLERK DEPUTY COUNTY CLERK

UTILITY APPROVAL

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF (UNDERGROUND)(OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL FACILITIES.

EL PASO ELECTRIC COMPANY

BY:_____ DATE: _____

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO LUMEN, D/B/A CENTURYLINK QC, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND AND/OR OVERHEAD TELEPHONE UTILITIES.

LUMEN D/B/A/ CENTURYLINK QC:

BY:_____ DATE: _____

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CORPORATION ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND AND/OR OVERHEAD CABLE TELEVISION FACILITIES.

COMCAST

BY:_____ DATE: _____

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO MOONGATE WATER COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF WATER UTILITIES.

MOONGATE WATER COMPANY.

BY:_____ DATE: _____

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL OF THE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

_____ _____
DIRECTOR OF COMMUNITY DEVELOPMENT DATE

_____ _____
DIRECTOR OF UTILITIES DATE

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING AND IS APPROVED FOR FILING WITH THE COUNTY CLERK .

_____ _____
CHAIRMAN DATE

_____ _____
SECRETARY DATE

SURVEYORS CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

_____ _____
JOHN F. ESQUIBEL, NMPS #5949 DATE

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- THE ARROYOS AT SETTLERS PASS, PHASE 2 -

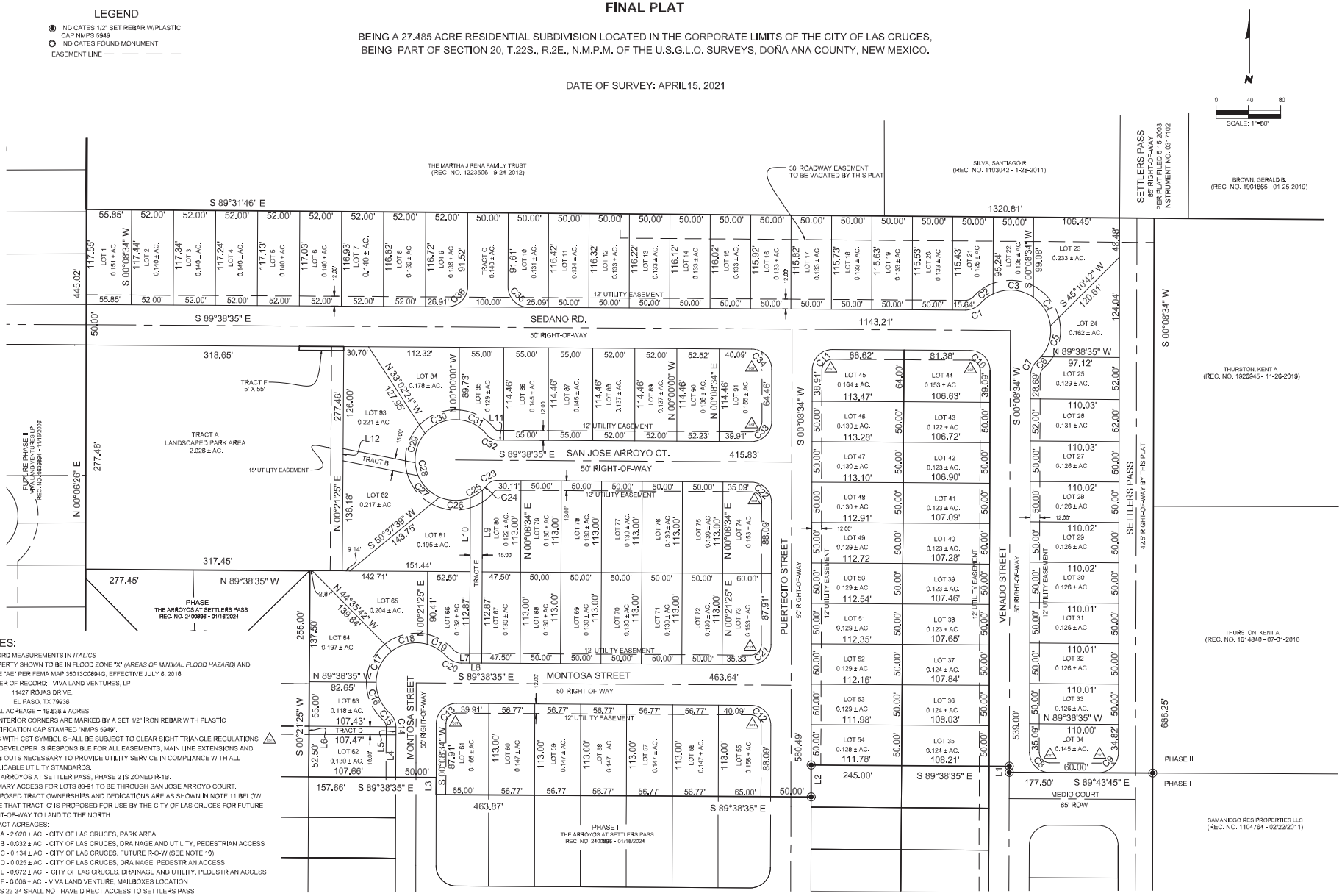
FINAL PLAT

BEING A 27.485 ACRE RESIDENTIAL SUBDIVISION LOCATED IN THE CORPORATE LIMITS OF THE CITY OF LAS CRUCES,
BEING PART OF SECTION 20, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, DOÑA ANA COUNTY, NEW MEXICO.

DATE OF SURVEY: APRIL15, 2021

LEGEND

- ◉ INDICATES 1/2" SET REBAR W/PLASTIC CAP NMPS 5949
- ○ INDICATES FOUND MONUMENT
- EASEMENT LINE — — — —



NOTES:

1. RECORD MEASUREMENTS IN *ITALICS*
2. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* AND ZONE "AE" PER FEMA MAP 35013C0894G, EFFECTIVE JULY 6, 2016.
3. OWNER OF RECORD: VIVA LAND VENTURES, LP
   11427 ROJAS DRIVE,
   EL PASO, TX 79936
4. TOTAL ACREAGE = 19.836 ± ACRES.
5. ALL INTERIOR CORNERS ARE MARKED BY A SET 1/2" IRON REBAR WITH PLASTIC IDENTIFICATION CAP STAMPED "NMPS 5949".
6. LOTS WITH CST SYMBOL SHALL BE SUBJECT TO CLEAR SIGHT TRIANGLE REGULATIONS: △
7. THE DEVELOPER IS RESPONSIBLE FOR ALL EASEMENTS, MAIN LINE EXTENSIONS AND STUB-OUTS NECESSARY TO PROVIDE UTILITY SERVICE IN COMPLIANCE WITH ALL APPLICABLE UTILITY STANDARDS.
8. THE ARROYOS AT SETTLER PASS, PHASE 2 IS ZONED R-1B.
9. PRIMARY ACCESS FOR LOTS 83-91 TO BE THROUGH SAN JOSE ARROYO COURT.
10. PROPOSED TRACT OWNERSHIPS AND DEDICATIONS ARE AS SHOWN IN NOTE 11 BELOW. NOTE THAT TRACT 'C' IS PROPOSED FOR USE BY THE CITY OF LAS CRUCES FOR FUTURE RIGHT-OF-WAY TO LAND TO THE NORTH.
11. TRACT ACREAGES:
    TRACT A - 2.020 ± AC. - CITY OF LAS CRUCES, PARK AREA
    TRACT B - 0.032 ± AC. - CITY OF LAS CRUCES, DRAINAGE AND UTILITY, PEDESTRIAN ACCESS
    TRACT C - 0.134 ± AC. - CITY OF LAS CRUCES, FUTURE R-O-W (SEE NOTE 10)
    TRACT D - 0.025 ± AC. - CITY OF LAS CRUCES, DRAINAGE, PEDESTRIAN ACCESS
    TRACT E - 0.072 ± AC. - CITY OF LAS CRUCES, DRAINAGE AND UTILITY, PEDESTRIAN ACCESS
    TRACT F - 0.005 ± AC. - VIVA LAND VENTURE, MAILBOXES LOCATION
12. LOTS 23-34 SHALL NOT HAVE DIRECT ACCESS TO SETTLERS PASS.

GEM SURVEYING
P.O. BOX 183
ORGAN, NM 88052
TEL: 575-635-0176
FAX: 866-293-0551

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- THE ARROYOS AT SETTLERS PASS, PHASE 2 -

FINAL PLAT

BEING A 27.485 ACRE RESIDENTIAL SUBDIVISION LOCATED IN THE CORPORATE LIMITS OF THE CITY OF LAS CRUCES, BEING PART OF SECTION 20, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, DOÑA ANA COUNTY, NEW MEXICO.

DATE OF SURVEY: APRIL15, 2021

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	21.03'	25.00'	48°11'23"	N 88°15'44" E	20.41'	11.18'
C2	19.70'	50.00'	22°34'33"	S 33°27'19" W	19.57'	9.98'
C3	52.56'	50.00'	60°13'28"	N 85°09'41" W	50.17'	29.00'
C4	42.33'	50.00'	48°30'36"	N 35°46'39" W	41.08'	22.53'
C5	41.38'	50.00'	47°25'16"	N 17°11'17" E	40.21'	21.96'
C6	6.49'	50.00'	7°26'00"	S 44°38'55" W	6.48'	3.25'
C7	21.03'	25.00'	48°11'20"	N 24°14'14" E	20.41'	11.18'
C8	39.21'	25.00'	89°52'20"	N 44°47'35" W	35.32'	24.94'
C9	39.33'	25.00'	90°07'40"	N 45°12'25" E	35.39'	25.06'
C10	39.18'	25.00'	89°47'09"	N 44°45'00" W	35.29'	24.91'
C11	39.36'	25.00'	90°12'51"	N 45°15'00" E	35.42'	25.09'
C12	39.18'	25.00'	89°47'09"	N 44°45'00" W	35.29'	24.91'
C13	39.36'	25.00'	90°12'51"	N 45°15'00" E	35.42'	25.09'
C14	0.92'	25.00'	2°07'04"	N 00°54'58" W	0.92'	0.46'
C15	19.98'	25.00'	45°48'55"	S 24°51'57" E	19.45'	10.56'
C16	42.13'	49.57'	48°41'30"	S 23°24'40" E	40.87'	22.43'
C17	44.45'	49.57'	51°22'17"	N 26°37'14" E	42.97'	23.84'
C18	46.44'	49.57'	53°40'43"	S 79°08'44" W	44.76'	25.08'
C19	27.92'	49.57'	32°18'03"	N 57°52'53" W	27.55'	14.34'
C20	20.90'	25.00'	47°53'43"	N 65°41'44" W	20.30'	11.10'
C21	39.36'	25.00'	90°12'51"	N 45°15'00" E	35.42'	25.09'
C22	39.18'	25.00'	89°47'09"	N 44°45'00" W	35.29'	24.91'
C23	13.62'	15.00'	52°01'12"	S 63°37'59" W	13.16'	7.32'
C24	8.81'	50.00'	9°41'16"	S 43°33'20" W	8.80'	4.31'
C25	17.78'	50.00'	20°22'09"	S 58°10'21" W	17.68'	8.98'
C26	39.00'	50.00'	44°42'43"	S 89°17'13" E	38.04'	20.56'
C27	38.44'	50.00'	44°02'58"	S 44°54'23" E	37.50'	20.23'
C28	16.58'	50.00'	18°59'49"	N 13°23'00" W	16.50'	8.37'
C29	39.26'	50.00'	44°59'36"	S 19°36'43" W	38.26'	20.71'
C30	47.56'	50.00'	54°29'45"	N 68°21'04" E	45.79'	25.73'
C31	40.82'	50.00'	46°46'21"	N 61°00'33" W	39.69'	21.62'
C32	13.62'	15.00'	52°01'12"	N 63°37'59" W	13.16'	7.32'
C33	39.36'	25.00'	90°12'51"	N 45°15'00" E	35.42'	25.09'
C34	39.18'	25.00'	89°47'09"	N 44°45'00" W	35.29'	24.91'
C35	39.18'	25.00'	89°47'09"	N 44°45'00" W	35.29'	24.91'
C36	39.36'	25.00'	90°12'51"	N 45°15'00" E	35.42'	25.09'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°08'34" E	7.58'
L2	N 00°08'34" E	39.46'
L3	S 00°08'34" W	21.00'
L4	N 00°08'34" E	55.48'
L5	S 00°08'34" W	9.08'
L6	N 00°21'25" E	10.00'
L7	S 89°38'35" E	10.53'
L8	N 89°38'35" W	15.00'
L9	S 00°08'34" W	100.05'
L10	N 00°08'34" E	92.73'
L11	S 89°38'35" E	8.49'
L12	S 00°21'25" W	15.28'

NOTES:

1. RECORD MEASUREMENTS IN *ITALICS*
2. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* AND ZONE "AE" PER FEMA MAP 35013C0894G, EFFECTIVE JULY 8, 2016.
3. OWNER OF RECORD: VIVA LAND VENTURES, LP
   11427 ROJAS DRIVE,
   EL PASO, TX 79938
4. TOTAL ACREAGE = 19.836 ± ACRES.
5. ALL INTERIOR CORNERS ARE MARKED BY A SET 1/2" IRON REBAR WITH PLASTIC IDENTIFICATION CAP STAMPED "NMPS 5949".
6. LOTS WITH CST SYMBOL SHALL BE SUBJECT TO CLEAR SIGHT TRIANGLE REGULATIONS: △
7. THE DEVELOPER IS RESPONSIBLE FOR ALL EASEMENTS, MAIN LINE EXTENSIONS AND STUB-OUTS NECESSARY TO PROVIDE UTILITY SERVICE IN COMPLIANCE WITH ALL APPLICABLE UTILITY STANDARDS.
8. THE ARROYOS AT SETTLER PASS, PHASE 2 IS ZONED R-1B.
9. PRIMARY ACCESS FOR LOTS 83-91 TO BE THROUGH SAN JOSE ARROYO COURT.
10. PROPOSED TRACT OWNERSHIPS AND DEDICATIONS ARE AS SHOWN IN NOTE 11 BELOW. NOTE THAT TRACT 'C' IS PROPOSED FOR USE BY THE CITY OF LAS CRUCES FOR FUTURE RIGHT-OF-WAY TO LAND TO THE NORTH.
11. TRACT ACREAGES:

TRACT A - 2.020 ± AC. - CITY OF LAS CRUCES, PARK AREA
TRACT B - 0.032 ± AC. - CITY OF LAS CRUCES, DRAINAGE AND UTILITY, PEDESTRIAN ACCESS
TRACT C - 0.134 ± AC. - CITY OF LAS CRUCES, FUTURE R-O-W (SEE NOTE 10)
TRACT D - 0.025 ± AC. - CITY OF LAS CRUCES, DRAINAGE, PEDESTRIAN ACCESS
TRACT E - 0.072 ± AC. - CITY OF LAS CRUCES, DRAINAGE AND UTILITY, PEDESTRIAN ACCESS
TRACT F - 0.008 ± AC. - VIVA LAND VENTURE, MAILBOXES LOCATION

12. LOTS 23-34 SHALL NOT HAVE DIRECT ACCESS TO SETTLERS PASS.

GEM
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P.O. BOX 183
ORGAN, NM 88052
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Exhibit "B"

Agenda Item #8.5.

- THE ARROYOS AT SETTLERS PASS, PHASE 1 -

FINAL PLAT

BEING A 27.485 ACRE RESIDENTIAL SUBDIVISION LOCATED IN THE CORPORATE LIMITS OF THE CITY OF LAS CRUCES, BEING PART OF SECTION 20, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, DOÑA ANA COUNTY, NEW MEXICO, AND TRACT D, E, AND PARCEL 3, RINCONADA SUR, AS THE SAME AS SHOWN AND DESIGNATED ON THE PLAT OF RECORD FILED DECEMBER 30, 2002, IN BOOK 20, PAGES 215-217, CLERK'S RECORDS OF DOÑA ANA COUNTY, NEW MEXICO.

DATE OF SURVEY: APRIL15, 2021

DEDICATION

THE TRACT OF LAND SHOWN HEREON CONTAINING 27.485 ACRES OF LAND, MORE OR LESS, IS TO BE KNOWN AS **"THE ARROYOS AT SETTLERS PASS, PHASE 1"**.

ALL RIGHTS OF WAY SHOWN HEREON ARE DEDICATED TO THE CITY OF LAS CRUCES, UTILITY EASEMENTS ARE GRANTED FOR THE USE OF THE UTILITY COMPANIES THAT ARE SIGNATORY TO THIS PLAT AND TO THE CITY OF LAS CRUCES. ALL RULES AND REGULATIONS OF THE CITY OF LAS CRUCES AND SAID UTILITY COMPANIES WILL APPLY TO THE EASEMENTS. ALL OTHER EASEMENTS SHOWN HEREON ARE GRANTED FOR THE USE INDICATED. NO ENCROACHMENT THAT WILL INTERFERE WITH THE USE OF EASEMENTS AS SHOWN ON THIS PLAT WILL BE ALLOWED.

THIS SUBDIVISION HAS BEEN DEDICATED IN ACCORDANCE WITH THE WISHES OF THE UNDERSIGNED OWNERS OF THE LAND SHOWN HEREON.

INSTRUMENT OF OWNERSHIP: FILED SEPTEMBER 29, 2021.
INSTRUMENT NO. 2131464, DOÑA ANA COUNTY RECORDS.

I, THE UNDERSIGNED OWNER(S) OF VIVA LAND VENTURES LP, HEREBY SET OUR HANDS AND SEAL THIS 27 DAY OF September 2023

GREG DIDONNA, PRESIDENT
VIVA LAND VENTURES LP
11427 ROJAS DRIVE
EL PASO, TX 79936

STATE OF Texas)
ss.
COUNTY OF El Paso)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27 DAY OF September, 2023 BY GREG DIDONNA

MY COMMISSION EXPIRES March 22, 2026

NOTARY PUBLIC SEAL

IRENE SCHWEITZ
Notary ID #124161441
My Commission Expires
March 22, 2026

INSTRUMENT OF OWNERSHIP: FILED MARCH 29, 2006.
INSTRUMENT NO. 0610679, DOÑA ANA COUNTY RECORDS.

I, THE UNDERSIGNED OWNER(S) OF RINCONADA DEV OF LAS CRUCES LLC, HEREBY SET OUR HANDS AND SEAL THIS 27 DAY OF September 2023

DAN DAWES, AUTHORIZED SIGNATORY
RINCONADA DEV OF LAS CRUCES LLC

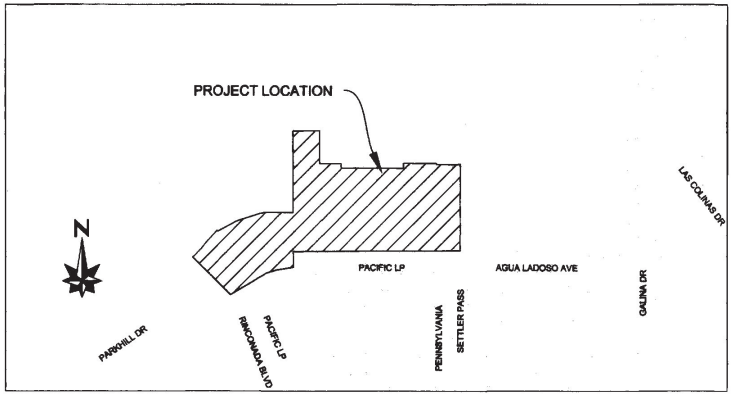
STATE OF Texas)
ss.
COUNTY OF El Paso)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 27 DAY OF September, 2023 BY DAN DAWES

MY COMMISSION EXPIRES 02/08/2026

NOTARY PUBLIC SEAL

TAMMY L THOMPSON
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 131441769



VICINITY MAP
NOT TO SCALE

NOTES:

1. RECORD MEASUREMENTS SHOWN IN (PARENTHESIS).
2. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* AND ZONE "AE" PER FEMA MAP 35013C0894G, EFFECTIVE JULY 6, 2016.
3. OWNER OF RECORD: VIVA LAND VENTURES, LP
   11427 ROJAS DRIVE,
   EL PASO, TX 79936
4. TOTAL ACREAGE = 27.485 ± ACRES.
5. ALL INTERIOR CORNERS ARE MARKED BY A SET 1/2" IRON REBAR WITH PLASTIC IDENTIFICATION CAP STAMPED "NMPS 5949".
6. LOTS WITH CST SYMBOL SHALL BE SUBJECT TO CLEAR SIGHT TRIANGLE REGULATIONS.
7. WITH THE FILING OF THE APPROVED PLAT WITH THE COUNTY CLERK, TRACTS A, B, C, AND D, ARE DEDICATED TO THE CITY OF LAS CRUCES FOR DRAINAGE AND UTILITIES.
8. WITH THE FILING OF THE APPROVED PLAT WITH THE COUNTY CLERK, TRACTS E AND F ARE FOR DRAINAGE (DETENTION PONDS) AND DEDICATED TO THE CITY OF LAS CRUCES.
9. THE DEVELOPER IS RESPONSIBLE FOR ALL EASEMENTS, MAIN LINE EXTENSIONS AND STUB-OUTS NECESSARY TO PROVIDE UTILITY SERVICE IN COMPLIANCE WITH ALL APPLICABLE UTILITY STANDARDS.
10. TRACT G IS DEDICATED TO REMAIN IN OWNERSHIP TO VIVA LAND VENTURES LP FOR MAILBOX USE.
11. TRACT H IS DEDICATED TO REMAIN IN OWNERSHIP TO RINCONADA DEV OF LAS CRUCES LLC.
12. ADJACENT OWNERSHIP INFORMATION LOCATED ON SHEETS 2 AND 3.
13. BUILDING PERMITS WILL NOT BE ISSUED PRIOR TO SUBSTANTIAL COMPLETION.

DOCUMENTS USED IN THE PREPARARTION OF THIS PLAT:
DEEDS AND PLATS: GRAPHICALLY DEPICTED AND NOTATED ON THE MAP.

DOÑA ANA COUNTY CLERK

PLAT NO. — — RECEPTION NO. 2400896

STATE OF NEW MEXICO)
) SS.
COUNTY OF DOÑA ANA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS 16th DAY OF January 20 24, AT 11:24 AM/PM AND DULY RECORDED AS INSTRUMENT NUMBER 2400896 AND FILED IN THE RECORDS OF THE COUNTY CLERK, DOÑA ANA COUNTY, NEW MEXICO.

COUNTY CLERK DEPUTY COUNTY CLERK

STATE OF NEW MEXICO COUNTY CLERK DOÑA ANA COUNTY

JOHN F. ESQUIBEL NEW MEXICO 5949 PROFESSIONAL SURVEYOR

UTILITY APPROVAL

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY. THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE UTILITY SERVICE BY THE UNDERSIGNED COMPANIES TO THE SUBDIVISION.

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO EL PASO ELECTRIC COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF (UNDERGROUND)(OVERHEAD), (UNDERGROUND AND/OR OVERHEAD), (UNDERGROUND AND DESIGNATED OVERHEAD FEEDER) ELECTRICAL FACILITIES.

EL PASO ELECTRIC COMPANY
BY: [signature] DATE: 10-27-2023

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO LUMEN, D/B/A CENTURYLINK QC, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND AND/OR OVERHEAD TELEPHONE UTILITIES.

LUMEN D/B/A/ CENTURYLINK QC:
BY: [signature] DATE: 10/6/23

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO COMCAST CORPORATION ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND AND/OR OVERHEAD CABLE TELEVISION FACILITIES.

COMCAST
BY: [signature] DATE: 10-5-2023

CITY OF LAS CRUCES APPROVALS

THIS PLAT HAS BEEN APPROVED BY THE CITY OF LAS CRUCES, AND ALL THE REQUIREMENTS FOR APPROVAL OF THE PLAT HAVE BEEN COMPLIED WITH TO THE SATISFACTION OF THE CITY OF LAS CRUCES, SUBJECT TO ANY AND ALL CONDITIONS REQUIRED BY THE PLANNING AUTHORITY FOR APPROVAL OF THIS PLAT.

DIRECTOR OF COMMUNITY DEVELOPMENT — DATE 10.30.2023
DIRECTOR OF UTILITIES — DATE 11.1.23
DIRECTOR OF PUBLIC WORKS — DATE 11.7.23

CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CHECKED BY THE CITY OF LAS CRUCES PLANNING AND ZONING COMMISSION. IT CONCURS WITH THE EXPANSION OF EXISTING UTILITIES AND THOROUGHFARES AND IS IN ACCORDANCE WITH GENERAL CITY PLANNING AND IS APPROVED FOR FILING WITH THE COUNTY CLERK.

CHAIRMAN — DATE 11/17/23
SECRETARY — DATE 11/17/23

UTILITY APPROVAL

EASEMENTS SHOWN HEREON, COPIES OF WHICH HAVE BEEN PRESENTED TO MOONGATE WATER COMPANY, ARE SATISFACTORY TO MEET THE NEEDS FOR INSTALLATION AND MAINTENANCE OF WATER UTILITIES.

MOONGATE WATER COMPANY.
BY: [signature] DATE: 12-18-23

SURVEYORS CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

JOHN F. ESQUIBEL, NMPS #5949 — DATE 7/23/23

GEM SURVEYING
P.O. BOX 183
ORGAN, NM 88052
TEL: 575-635-0176
FAX: 866-293-0551

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- THE ARROYOS AT SETTLERS PASS, PHASE 1 -

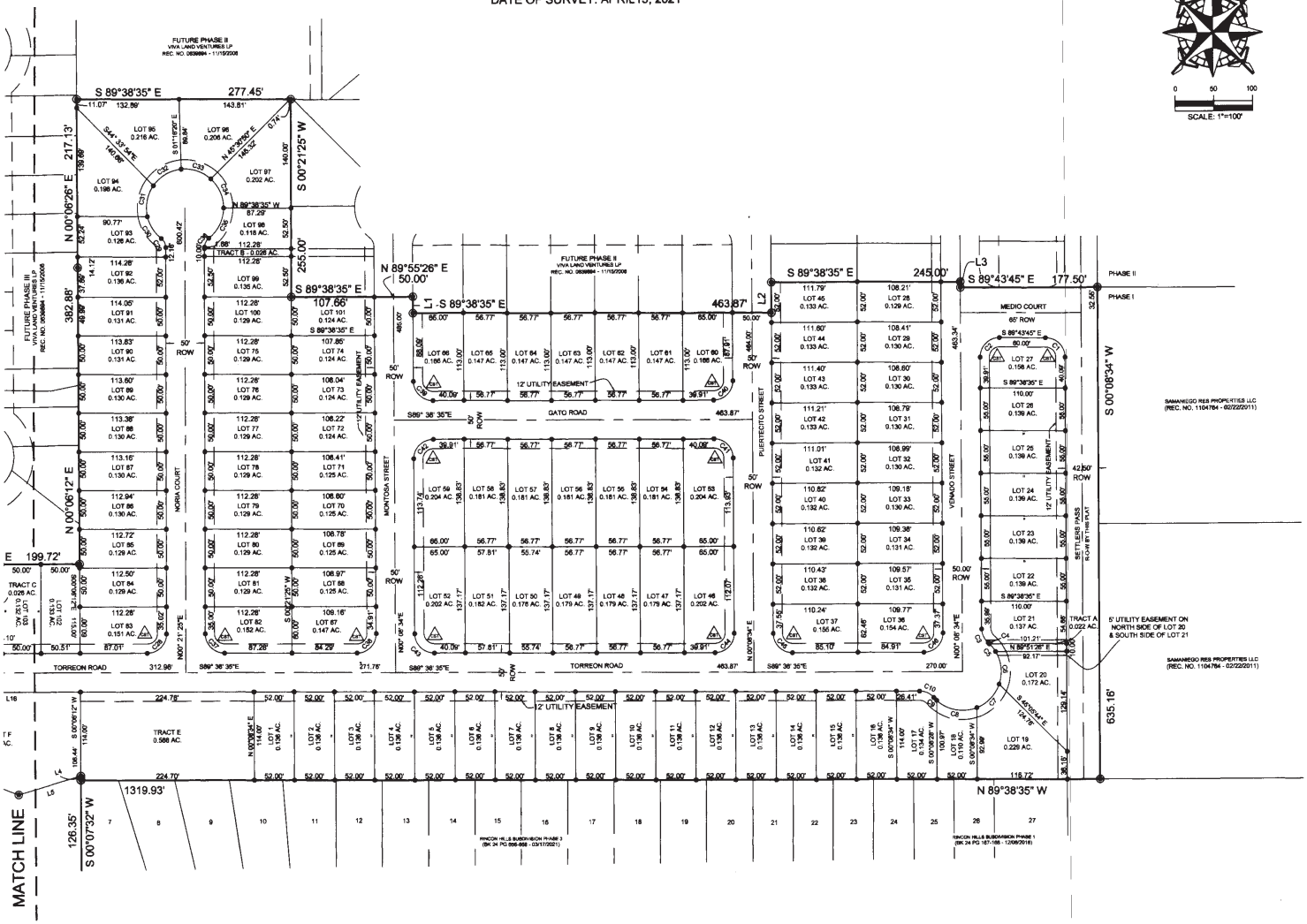
FINAL PLAT

BEING A 27.485 ACRE RESIDENTIAL SUBDIVISION LOCATED IN THE CORPORATE LIMITS OF THE CITY OF LAS CRUCES, BEING PART OF SECTION 20, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, DOÑA ANA COUNTY, NEW MEXICO, AND TRACT D, E, AND PARCEL 3, RINCONADA SUR, AS THE SAME AS SHOWN AND DESIGNATED ON THE PLAT OF RECORD FILED DECEMBER 30, 2002, IN BOOK 20, PAGES 215-217, CLERK'S RECORDS OF DOÑA ANA COUNTY, NEW MEXICO.

DATE OF SURVEY: APRIL15, 2021

LEGEND

- O INDICATES FOUND ½" REBAR WITH PINK CAP LS 12800 UNLESS OTHERWISE NOTED
- ● INDICATES 1/2" SET REBAR W/PLASTIC CAP OR BRASS TAG NMPS 5949
- EASEMENT LINE
- SETBACK LINE



GEM SURVEYING
P.O. BOX 183
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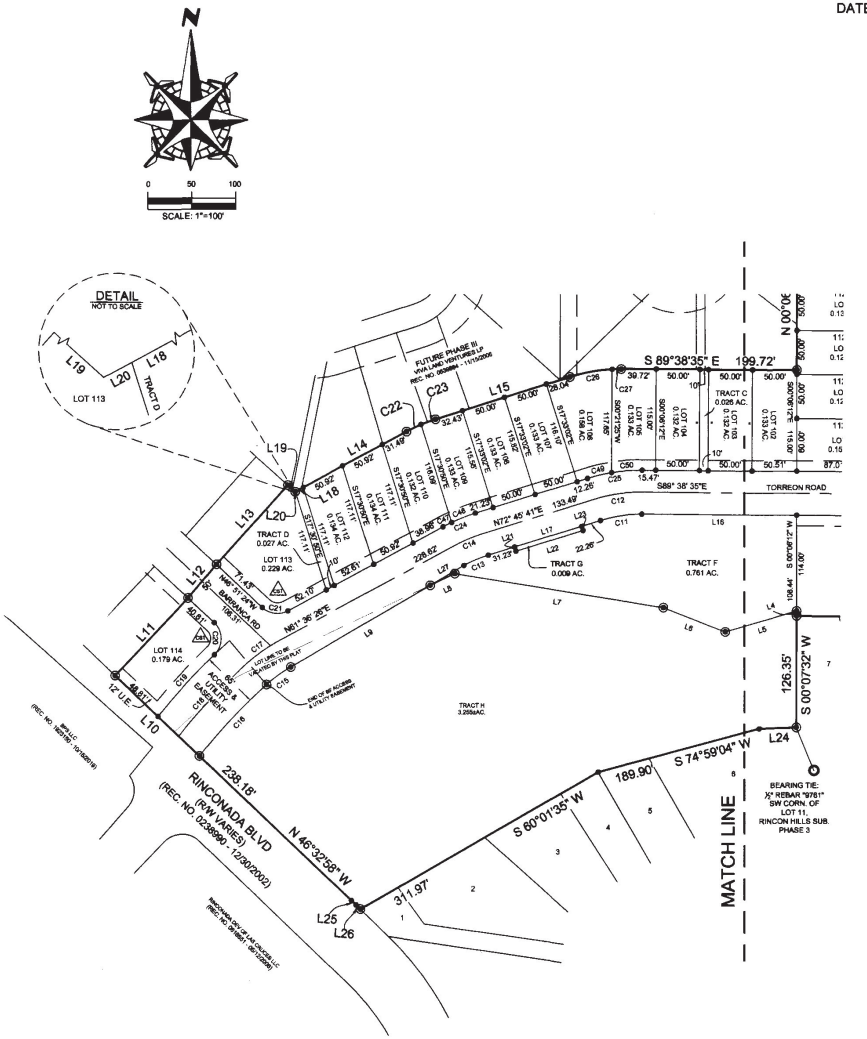
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- THE ARROYOS AT SETTLERS PASS, PHASE 1 -

FINAL PLAT

BEING A 27.485 ACRE RESIDENTIAL SUBDIVISION LOCATED IN THE CORPORATE LIMITS OF THE CITY OF LAS CRUCES, BEING PART OF SECTION 20, T.22S., R.2E., N.M.P.M. OF THE U.S.G.L.O. SURVEYS, DOÑA ANA COUNTY, NEW MEXICO, AND TRACT D, E, AND PARCEL 3, RINCONADA SUR, AS THE SAME AS SHOWN AND DESIGNATED ON THE PLAT OF RECORD FILED DECEMBER 30, 2002, IN BOOK 20, PAGES 215-217, CLERK'S RECORDS OF DOÑA ANA COUNTY, NEW MEXICO.

DATE OF SURVEY: APRIL15, 2021



CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	39.21'	25.00'	89°52'20"	S 44°47'35" E	35.32'	24.94'
C2	39.33'	25.00'	90°07'40"	N 45°12'25" E	35.39'	25.06'
C3	21.03'	25.00'	48°11'20"	N 23°57'55" W	20.41'	11.18'
C4	4.18'	50.00'	2°23'51"	N 46°48'00" W	2.18'	1.09'
C5	12.79'	50.00'	14°39'35"	N 38°15'05" W	12.76'	6.43'
C6	43.74'	50.00'	50°07'34"	N 06°51'29" W	42.36'	23.38'
C7	43.19'	50.00'	49°29'50"	N 43°57'13" E	41.86'	23.05'
C8	55.73'	50.00'	63°51'30"	S 79°22'07" E	52.89'	31.16'
C9	5.22'	50.00'	5°58'10"	S 44°26'47" E	5.22'	2.61'
C10	21.03'	25.00'	48°11'23"	S 65°52'54" E	20.41'	11.18'
C11	47.80'	155.00'	17°39'44"	S 81°33'33" W	47.41'	23.99'
C12	55.30'	175.00'	18°06'24"	S 81°39'41" W	55.08'	27.86'
C13	30.17'	155.00'	11°09'15"	N 87°11'04" E	30.13'	15.14'
C14	35.06'	180.00'	11°09'15"	S 87°11'04" W	35.01'	17.58'
C15	34.06'	147.50'	13°14'13"	N 54°21'56" E	34.00'	17.11'
C16	111.30'	699.56'	9°06'52"	N 43°07'23" E	111.18'	55.77'
C17	41.61'	180.00'	13°14'13"	N 54°21'56" E	41.52'	20.48'
C18	77.85'	729.56'	6°06'53"	S 41°49'14" W	113.52'	38.86'
C19	94.98'	754.56'	7°12'57"	S 42°31'55" W	94.92'	47.54'
C20	40.58'	25.00'	92°59'57"	S 00°21'36" E	36.27'	26.34'
C21	31.21'	25.00'	71°32'09"	N 82°37'29" W	29.23'	18.01'
C22	18.43'	180.00'	5°51'27"	N 84°23'10" E	18.42'	9.22'
C23	17.82'	180.00'	5°40'48"	S 89°48'25" W	17.82'	8.77'
C24	39.91'	205.00'	11°09'15"	S 87°11'04" W	39.85'	20.02'
C25	62.98'	205.00'	17°35'44"	S 81°33'33" W	62.71'	31.73'
C26	49.10'	190.00'	14°48'23"	N 79°51'09" E	48.96'	24.69'
C27	10.28'	190.00'	3°06'04"	S 88°48'23" W	10.28'	5.14'
C28	39.28'	25.00'	89°57'46"	N 45°20'18" E	35.37'	25.00'
C29	13.62'	15.00'	52°01'12"	S 25°39'11" E	13.16'	7.32'
C30	34.13'	50.00'	39°06'23"	N 32°06'36" W	33.47'	17.76'
C31	42.10'	50.00'	48°14'53"	N 11°34'02" E	40.87'	22.39'
C32	42.96'	50.00'	49°15'21"	N 60°19'09" E	41.57'	22.92'
C33	41.44'	50.00'	47°29'27"	S 71°18'27" E	40.27'	22.00'
C34	42.23'	50.00'	48°23'44"	S 23°21'52" E	40.99'	22.47'
C35	44.98'	50.00'	51°32'37"	S 26°38'19" W	43.48'	24.14'
C36	13.62'	15.00'	52°01'12"	S 26°22'01" W	13.16'	7.32'
C37	39.27'	25.00'	90°00'00"	N 44°38'32" W	35.36'	25.00'
C38	39.36'	25.00'	90°12'51"	N 45°15'00" E	35.42'	25.09'
C39	39.18'	25.00'	89°47'09"	S 44°45'00" E	35.29'	24.91'
C40	39.36'	25.00'	90°12'51"	N 45°15'00" E	35.42'	25.09'
C41	39.18'	25.00'	89°47'09"	N 44°45'00" W	35.29'	24.91'
C42	39.36'	25.00'	90°12'51"	S 45°15'00" W	35.42'	25.09'
C43	39.18'	25.00'	89°47'09"	S 44°45'00" E	35.29'	24.91'
C44	39.36'	25.00'	90°12'51"	S 45°15'00" W	35.42'	25.09'
C45	39.18'	25.00'	89°47'09"	S 44°45'00" E	35.29'	24.91'
C46	39.36'	25.00'	90°12'51"	S 45°15'00" W	35.42'	25.09'
C47	11.06'	205.00'	3°05'21"	N 53°09'07" E	11.05'	5.53'
C48	28.86'	205.00'	8°03'54"	S 68°43'44" W	28.83'	14.45'
C49	28.26'	205.00'	7°53'59"	N 76°42'36" E	28.23'	14.15'
C50	34.70'	205.00'	9°41'54"	S 85°30'28" W	34.66'	17.39'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°08'34" E	21.38'
L2	N 00°08'34" E	39.46'
L3	N 00°08'34" E	7.58'
L4	N 00°08'12" E	5.36'
L5	N 72°43'06" E	84.18'
L6	S 68°51'14" E	75.75'
L7	S 80°48'18" E	240.20'
L8	N 60°44'12" E	31.17'
L9	S 59°43'24" W	183.71'
L10	S 46°32'58" E	132.48'
L11	N 43°27'02" E	120.85'
L12	S 40°06'14" W	50.05'
L13	N 41°58'40" E	121.36'
L14	S 61°36'26" W	143.82'
L15	N 72°26'56" E	180.47'
L16	N 89°38'35" W	176.20'
L17	S 72°43'41" W	80.00'
L18	S 61°36'26" W	10.52'
L19	S 48°11'22" E	11.22'
L20	S 61°36'26" W	0.32'
L21	S 17°14'19" E	5.00'
L22	N 72°45'41" E	80.00'
L23	N 17°14'19" W	5.00'
L24	S 87°33'22" W	41.94'
L25	N 45°56'05" W	7.13'
L26	N 45°32'58" W	7.13'
L27	N 59°43'24" E	44.68'

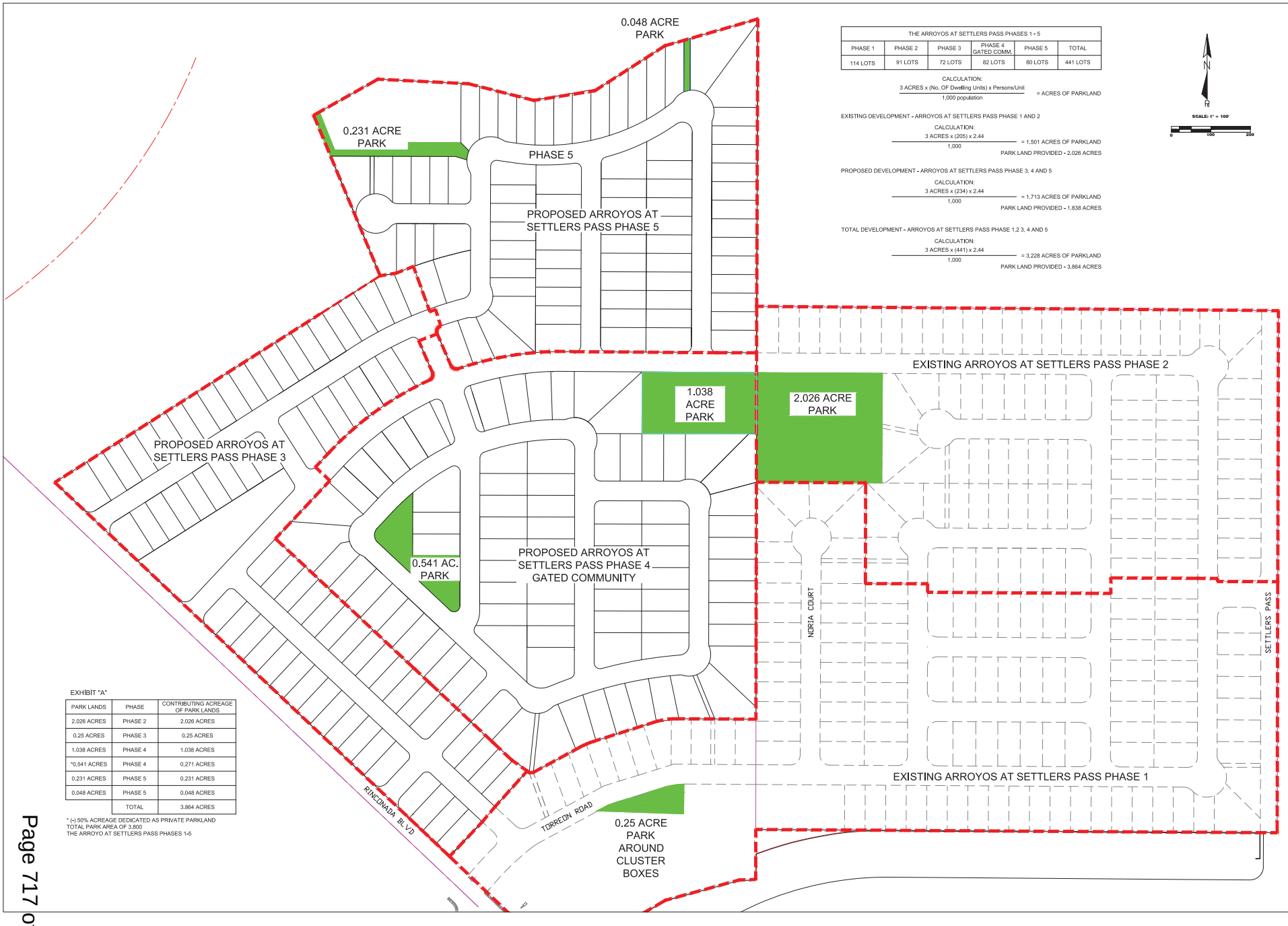
ADJOINING PARCEL INFORMATION

	ACCOUNT	SUBDIVISION INFORMATION	OWNER	FILING INFORMATION
1	R1906240	TRACT B, RINCON HILLS SUBDIVISION PHASE 3	RINCON VALLEY LLC	INST. NO. 0627160, FILED 9-26-2006
2	R1906160	LOT 6, RINCON HILLS SUBDIVISION PHASE 3	LOPEZ, DAMIAN & NAOMI MICHELLE CHAVEZ	INST. NO. 2139826, FILED 12-17-2021
3	R1906161	LOT 7, RINCON HILLS SUBDIVISION PHASE 3	MCCASKILL, JOSEPHINE	INST. NO. 2138909, FILED 12-9-2021
4	R1906162	LOT 8, RINCON HILLS SUBDIVISION PHASE 3	MCCLELLAN, JAMES F	INST. NO. 2141123, FILED 12-29-2021
5	R1906163	LOT 9, RINCON HILLS SUBDIVISION PHASE 3	WATKINS, TIMOTHY J	INST. NO. 2202488, FILED 1-27-2022
6	R1906164	LOT 10, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
7	R1906165	LOT 11, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
8	R1906166	LOT 12, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
9	R1906167	LOT 13, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
10	R1906168	LOT 14, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
11	R1906169	LOT 15, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
12	R1906170	LOT 16, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
13	R1906171	LOT 17, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
14	R1906172	LOT 18, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
15	R1906173	LOT 19, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
16	R1906174	LOT 20, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
17	R1906175	LOT 21, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
18	R1906176	LOT 22, RINCON HILLS SUBDIVISION PHASE 3	KEN THURSTON DEVELOPMENT CORPORATION	INST. NO. 2109190, FILED 3-24-2021
19	R1906177	LOT 23, RINCON HILLS SUBDIVISION PHASE 3	BOWKER, WILLIAM JOHN JR	INST. NO 2226010, FILED 9-29-2022
20	R1906178	LOT 24, RINCON HILLS SUBDIVISION PHASE 3	ALMAGUER, JOSEPH LEONARD SR	INST. NO 2138399, FILED 12-3-2021
21	R1906179	LOT 25, RINCON HILLS SUBDIVISION PHASE 3	NESSIM, EHAB R	INST. NO 2210118, FILED 4-7-2022
22	R1906180	LOT 26, RINCON HILLS SUBDIVISION PHASE 3	REY, JESUS	INST. NO. 2205179, FILED 2-22-2022
23	R1906181	LOT 27, RINCON HILLS SUBDIVISION PHASE 3	MORALES, LUIS	INST. NO. 2206877, FILED 3-9-2022
24	R1901458	LOT 4, RINCON HILLS SUBDIVISION PHASE 1	HAUS & CO LLC	INST. NO 2141234, FILED 12-30-2021
25	R1901467	LOT 3, RINCON HILLS SUBDIVISION PHASE 1	ROVER PEGGY A LIVING TRUST	INST. NO. 2213494, FILED 5-10-2022
26	R1901459	LOT 2, RINCON HILLS SUBDIVISION PHASE 1	EGAN, MARK R	INST. NO. 1718775, FILED 8-11-2017
27	R1901468	LOT 1, RINCON HILLS SUBDIVISION PHASE 1	MATHERLY, JENNIFER L & ERIC W	INST. NO. 1709437, FILED 4-21-2017

GEM SURVEYING
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Exhibit "C"



THE ARROYOS AT SETTLERS PASS PHASES 1 - 5					
PHASE 1	PHASE 2	PHASE 3	PHASE 4 GATED COMM.	PHASE 5	TOTAL
114 LOTS	91 LOTS	72 LOTS	82 LOTS	80 LOTS	441 LOTS

CALCULATION:

$$\frac{3 \text{ ACRES} \times (\text{No. OF Dwelling Units}) \times \text{Persons/Unit}}{1{,}000 \text{ population}} = \text{ACRES OF PARKLAND}$$

EXISTING DEVELOPMENT - ARROYOS AT SETTLERS PASS PHASE 1 AND 2

CALCULATION:

$$\frac{3 \text{ ACRES} \times (205) \times 2.44}{1{,}000} = 1.501 \text{ ACRES OF PARKLAND}$$

PARK LAND PROVIDED - 2.026 ACRES

PROPOSED DEVELOPMENT - ARROYOS AT SETTLERS PASS PHASE 3, 4 AND 5

CALCULATION:

$$\frac{3 \text{ ACRES} \times (234) \times 2.44}{1{,}000} = 1.713 \text{ ACRES OF PARKLAND}$$

PARK LAND PROVIDED - 1.838 ACRES

TOTAL DEVELOPMENT - ARROYOS AT SETTLERS PASS PHASE 1,2 3, 4 AND 5

CALCULATION:

$$\frac{3 \text{ ACRES} \times (441) \times 2.44}{1{,}000} = 3.228 \text{ ACRES OF PARKLAND}$$

PARK LAND PROVIDED - 3.864 ACRES

N

SCALE: 1" = 100'

0 100 200

EXHIBIT "A"

PARK LANDS	PHASE	CONTRIBUTING ACREAGE OF PARK LANDS
2.026 ACRES	PHASE 2	2.026 ACRES
0.25 ACRES	PHASE 3	0.25 ACRES
1.038 ACRES	PHASE 4	1.038 ACRES
*0.541 ACRES	PHASE 4	0.271 ACRES
0.231 ACRES	PHASE 5	0.231 ACRES
0.048 ACRES	PHASE 5	0.048 ACRES
	TOTAL	3.864 ACRES

* (-) 50% ACREAGE DEDICATED AS PRIVATE PARKLAND
TOTAL PARK AREA OF 3.800
THE ARROYO AT SETTLERS PASS PHASES 1-5

REVISIONS

No.	Comment	Date:

File ID:

Designed By: MJ, JPLLC, NM
Drawn By:
Approved By:
Date:

NEW MEXICO ONE CALL SYSTEM, INC.
1-800-321-ALERT (2537)
Call two working days before you dig

Project No. 24-014

Sheet Title: THE ARROYOS AT SETTLERS PASS PHASES 1-5 PARK PLAN
Project Name: THE ARROYOS AT SETTLERS PASS PHASE 3, 4 &5
Client: NEW MEXICO VALENCIA, LLC.

Pillar Engineering, LLC
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SHEET: C-100