



A G E N D A

Carlsbad City Council Regular Meeting
Janell Whitlock Municipal Complex
114 S. Halagueno Street
Carlsbad, New Mexico
October 10, 2023 at 6:00 p.m.

Invocation – Pledge of Allegiance

1. Approval of Agenda
2. Consider Approval of Resolution 2023-63, a Resolution making certain budgetary adjustments to the 2023-2024 Fiscal Year budget
3. Routine and Regular Business

All matters under this heading are considered routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items. If discussion is desired on a particular item, upon request, that item may be removed from the Routine and Regular Business and be considered separately.

- A. **Minutes of the Special City Council Meeting held on September 19, 2023**
 - B. **Minutes of the Regular City Council Meeting held on September 26, 2023**
 - C. **City Personnel Report**
 - D. **Purchasing**
 - 1) Consider Approval to Award RFP 2023-12 for Cemetery Grounds Maintenance and Grave Opening/Closing for Carlsbad Cemeteries to Orlando Garza dba Guadalupe Pest Control
 - E. **Contracts and Agreements**
 - 1) Consider Approval of Lease Agreement between the City of Carlsbad and Advance Air, LLC for a portion of Cavern City Air Terminal
 - 2) Consider Approval of Lease Agreement between the City of Carlsbad and John Deere for Mowing Equipment for Lake Carlsbad Golf Course
 - 3) Consider Approval of Memorandum of Agreement between the City of Carlsbad and New Mexico Department of Transportation for Carlsbad Municipal Transit
 - F. **Monthly Reports**
 - 1) Human Resources Department September 2023
 - 2) Utilities Department August 2023
 - G. **Set the Date: November 14, 2023**
 - 1) Ordinance rezoning part of "C-2" Commercial 2 District to "I" Industrial District for an approximately 80.00 acre property located at 3627 Boyd Drive
 - 2) Ordinance rezoning part of "C-1" Commercial 1 District to "C-2" Commercial 2 District for an approximately 0.85 acre property located at 319 Kircher Street
4. Consider Approval of Renewal of Business License for Courtesy Sporting and Pawn Applicant: Courtesy Sporting and Pawn

5. Consider Approval of acceptance of a Bureau of Justice FY2023 Edward Byrne Memorial Justice Assistance Grant Award from the U.S. Department of Justice for the Carlsbad Police Department
6. Consider Approval of acceptance of Grant Agreement with New Mexico Department of Finance and Administration for a Law Enforcement Grant for Carlsbad Police Department for Recruitment and Retention
7. Consider Approval of acceptance of a NM Department of Transportation Aviation Division Grant for Airfield Marking at the Cavern City Air Terminal
8. Consider Approval of Ordinance 2023-19, an Ordinance creating the Halagueno Arts Park Advisory Board; providing the membership of said board and defining its duties and responsibilities, defining the roles of the city departments and personnel who will retain the responsibility of operating and maintaining the Halagueno Arts Park, and repealing other Ordinances in conflict with this Ordinance
 - A. Public Hearing
 - B. Approval of Ordinance
9. Council Committee Reports
10. Adjourn



FOR INFORMATION ONLY

Agendas and City Council minutes are available on the City web site: cityofcarlsbadnm.com or may be viewed in the Office of the City Clerk during normal and regular business hours.

Public Comments - three minute time limit per person. The City request all comments be respectful and courteous in nature.

CARLSBAD CITY COUNCIL MEETING SCHEDULE

- Regular Meeting - Tuesday, October 24, 2023 at 6:00 p.m.
- Regular Meeting – Tuesday, November 14, 2023 at 6:00 p.m.

If you require hearing interpreter, language interpreters or auxiliary aids in order to attend and participate in the above meeting, please contact the City Administrator's office at (575) 887-1191 at least 48 hours prior to the scheduled meeting time.

RESOLUTION NO. 2023-63

**A RESOLUTION MAKING CERTAIN BUDGETARY
ADJUSTMENTS TO THE 2023-24 FISCAL YEAR BUDGET**

WHEREAS, it is necessary to amend the 2023-24 fiscal year budget to adjust revenues, transfers and expenditures as reflected on the attached pages, and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD that the 2023-24 fiscal year budget be amended as attached.

INTRODUCED, PASSED, ADOPTED AND APPROVED this 10th day of October 2023.

Mayor

ATTEST:

City Clerk

Description		Revenues & Transfers		Costs		Approvals		
Fund / Department	Item	Increase (Decrease) to Fund		Labor, Operating, Capital Increase (Decrease) to Fund		Dates		
		Amount	R or T	Amount	L, O, C	Budget Com	Council	DFA
August 2023								
General Fund - Public Safety	Donation from Carlsbad Community Anti-Drug & Gang Coalition will be used to purchase police supplies	10,000.00	R	(10,000.00)	O	8/25/2023	9/12/2023	9/21/2023
General Fund - Parks	Additional cost of installation of equipment at the Splash Pad at Friendship Park			(325,000.00)	C	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Promotional	Red Rocket - Local event promotion and social ad buy - Advertising			(60,000.00)	O	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Promotional	Carlsbad Mainstreet - Hutton Broadcasting - Advertising			(15,000.00)	O	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Non-Promotional	Additional cost of installation and equipment at the golf course driving range			(300,000.00)	C	8/25/2023	9/12/2023	9/21/2023
Lodgers' Tax - Discretionary	Additional cost of installation and equipment at the golf course driving range			(350,000.00)	C	8/25/2023	9/12/2023	9/21/2023
September 2023								
GRT Capital Outlay	Transfer out funds to Water & Sewer for Old Cavern Highway project	(1,200,000.00)	T				9/22/2023	
Water & Sewer	Transfer in funds from GRT Capital Outlay for the Old Cavern Highway project	1,200,000.00	T	(1,200,000.00)	C		9/22/2023	
General Fund - Fire	Donation from Crestwood Operations LLC for the purchase of EMS supplies	10,000.00	R	(10,000.00)	O		9/22/2023	
General Fund	Increase revenue to match PSA Agreement for Eddy County contribution	50,000.00	R				9/22/2023	
Health Insurance	Transfer Out to General, Municipal Transit, Solid Waste, Sports Complex, and Water & Sewer Funds fro employee health insurance rebate	(826,848.22)	T				9/22/2023	
General Fund	Employee health insurance rebate	658,576.15	T	(658,576.15)	L		9/22/2023	
Sports Complex	Employee health insurance rebate	13,306.92	T	(13,306.92)	L		9/22/2023	
Municipal Transit	Employee health insurance rebate	20,331.18	T	(20,331.18)	L		9/22/2023	
Water & Sewer	Employee health insurance rebate	97,067.50	T	(97,067.50)	L		9/22/2023	
Solid Waste	Employee health insurance rebate	32,290.31	T	(32,290.31)	L		9/22/2023	
Golf Pro Shop	Employee health insurance rebate	5,276.16	T	(5,276.16)	L		9/22/2023	
Lodgers' Tax - Promotional	Christmas on the Pecos - Advertising			(92,000.00)	O		9/22/2023	
Lodgers' Tax - Promotional	Carlsbad Community Theatre - Advertising			(20,000.00)	O		9/22/2023	
Lodgers' Tax - Non-Promotional	Carlsbad Chamber of Commerce - Pecos River Conference Center Holiday Lighting			(30,000.00)	O		9/22/2023	
Capital Projects	RAISE grant awarded to the City of Carlsbad for the preliminary plan of the Dark Canyon Bridge and Bikeway Project	1,100,008.00	R	(1,375,010.00)	C		9/22/2023	
Airport Improvements	NMDOT-Aviation grant for the replacement of the terminal apron from asphalt to PCCP	5,000,000.00	R	(5,000,000.00)	C		9/22/2023	
Water & Sewer - Water	Replenish funds for the Well 8 Rehab project that were borrowed for another project			(195,000.00)	C		9/22/2023	
Capital Projects	Transfer grant related projects to the Water & Sewer fund	(2,410,000.00)	R	2,410,000.00	C			

Description		Revenues & Transfers		Costs		Approvals		
		Increase (Decrease) to Fund		Increase (Decrease) to Fund		Dates		
Fund / Department	Item	Amount	R or T	Amount	L, O, C	Budget Com	Council	DFA
Water & Sewer - Water	Transfer grant related projects from the Capital Projects fund	2,410,000.00	R	(2,410,000.00)	C			
Law Enforcement Recruitment & Retention	Reallocate the second distribution of \$300,000 of fy23 LERR funds to new DFA account for state tracking purposes							
Law Enforcement Retention	Grant for \$1,050,000 from NM DFA for the recruitment of commissioned law enforcement officers and civilian support personnel, first distribution	600,000.00	R					
Law Enforcement Retention	Transfer Out to General Fund	(600,000.00)	T					
General Fund - Public Safety	Transfer In from Law Enforcement Retention Fund	600,000.00	T					

Description			Revenues & Transfers		Costs	
Fund / Department	Increase/Decrease	Item	Increase (Decrease)		Personnel, Operating, Capital Increase (Decrease)	
			Amount	R or T	Amount	L, O, C
August 2023						
General Fund - Planning & Regulation	Increase Capital	Transfer operating funds to Cameras project due to an increase in the cost of the cameras			274.63	C
General Fund - Planning & Regulation	Decrease Operating				(274.63)	O
General Fund - Community Development	Increase Capital	Transfer funds from the closed Museum HVAC Controls project to the Hall of Fame project			25,000.00	C
General Fund - Museum	Decrease Capital				(25,000.00)	C
General Fund - Riverwalk	Increase Capital	Transfer funds from the Riverwalk elevator project to the Facility Maintenance elevator project			542.11	C
General Fund - Facility Maintenance	Decrease Capital				(542.11)	C
September 2023						
General Fund - Alejandro Ruiz Senior Center	Increase Capital	Transfer operating funds to project# 100532, this project will be used as City match for ARSC grant			2,324.01	C
General Fund - Alejandro Ruiz Senior Center	Decrease Operating				(2,324.01)	O
Water & Sewer - Collections	Increase Capital	Transfer funds from the Well 8 Rehab project to the Bataan Lift Station project due to an increase in costs for equipment/installation since the original budget was developed			195,000.00	C
Water & Sewer - Water	Decrease Capital				(195,000.00)	C

**LINKED MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE JANELL WHITLOCK
MUNICIPAL COMPLEX BUILDING ON SEPTEMBER 19, 2023 AT 4:00 P.M.**

Present:	Dale Janway Lisa A. Anaya Flores Edward T. Rodriguez Jason O. Chavez Wesley A. Carter Mark C. Walterscheid Jeff Forrest Karla Niemeier	Mayor Councilor Councilor Councilor <i>via phone</i> Councilor Councilor Councilor <i>via phone</i> Councilor
Absent:	Judith E. Waters	Councilor
Also Present:	John Lowe K.C. Cass Ted Cordova Wendy Austin Denise Madrid-Boyea Nadine Mireles Jalynn Dominguez Angie Barrios-Testa Mike Abell Wayne Hatfield Brent Griffith Melissa Salcido John Majerus Jeff Patterson Shane Skinner Patrick Cass Rich Olson	City Administrator Deputy City Administrator Deputy City Administrator Deputy City Administrator City Attorney City Clerk Compliance Clerk Director of Municipal Services Director of Utilities IT Director IT Technician Finance Director Assistant Fire Chief Planning Director Police Chief Public Works Director Hinkle Shanor LLP

Time Stamps and headings below correspond to recording of meeting and the recording is hereby made a part of the official record.

0:00:00 **Call Meeting to Order**

0:00:05 Invocation - Pledge of Allegiance

0:00:36 **1. APPROVAL OF AGENDA**

0:00:38 **MOTION**

The motion was made by Councilor Carter and seconded by Councilor Rodriguez to approve the Agenda.

0:00:42 **VOTE**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez; No - None; Absent - Waters; the motion carried.

0:01:05 **2. ROUTINE AND REGULAR BUSINESS**

A. Consider Approval to Rescind RFP 2023-09 for Cemetery Grounds Maintenance and Grave Opening/Closing and Resolicit Revised RFP

0:01:20 **Mayor Janway asked Mrs. Madrid-Boyea to briefly discuss Agenda item 2A, Consider Approval to Rescind RFP 2023-09 for Cemetery Grounds Maintenance and Grave Opening/Closing and Resolicit Revised RFP.**

Mrs. Madrid-Boyea said the City of Carlsbad solicited proposals for the cemetery grounds maintenance and grave opening and closing services contract. She said the City of Carlsbad received two proposals, one from Garden Mart Inc. and one from Orlanda Garza dba Guadalupe Pest Control. She said the proposals were evaluated and scored by a six-person committee based on a 100-point scale and the contract was awarded to Orlando Garza at the August 8, 2023 regular Council meeting. She said the City of Carlsbad received a protest from Garden Mart Inc. which requested an award to the remaining bidder or to resubmit the RFP. **Mrs. Madrid-Boyea** said after reviewing the scope of work required in the RFP, the City of Carlsbad finds that it is in the best interest of the City to rescind both offers received and solicit proposals for a revised RFP.

Councilor Niemeier asked if there is something valid within the protest that we need to be concerned about.

Mrs. Madrid-Boyea introduced Rich Olson and said Mr. Olson is part of the Council that has been retained to assist the City of Carlsbad on this matter. She said to direct questions to Mr. Olson.

Mr. Olson said the basis of the protest had to do with an issue with one component of the RFP. He said irrigation maintenance and repair at the cemetery requires a license under the Construction Industries Division called a MS6 license. He said this component of the RFP does require this license and the determination was made that the offers need to be rescinded, the award needs to be revoked, and the RFP needs to be revised and resubmitted. **Mr. Olson** said Mr. Garza does not have an irrigation license. **Councilor Niemeier** asked if this is part of the RFP. **Mr. Olson** said it was part of the RFP.

Councilor Forrest asked if Garden Mart possesses the MS6 license. **Mrs. Madrid-Boyea** said she cannot answer on behalf of Garden Mart. **Mr. Olson** said to his understanding, Garden Mart has made the representation that they have a MS6 license.

Councilor Forrest asked if the RFP is going to be presented to the same committee to reconsider both companies for the award of the contract. **Mayor Janway** said he recommends it be presented to six different individuals throughout the community.

0:06:10 **MOTION**

The motion was made by Councilor Rodriguez and seconded by Councilor Niemeier to approve to Rescind RFP 2023-09 for Cemetery Grounds Maintenance and Grave Opening/Closing and Resolicit Revised RFP.

0:06:40 **VOTE**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Anaya-Flores, Chavez; No - None; Abstain - Walterscheid; Absent - Waters; the motion carried.

0:07:11 **3. CONSIDER APPROVAL OF RESOLUTION 2023-58, A RESOLUTION AUTHORIZING SUBMISSION OF A NEW MEXICO 2023 COMMUNITY DEVELOPMENT BLOCK GRANT TO THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION AND APPROVAL OF PROJECT SELECTION**

Mrs. Barrios-Testa said she is pleased to report that we are eligible to reapply for this grant. She said the City held public meetings in preparation of this application and City staff recommends the Alejandro Ruiz Senior Center for possible Community Development Block Grant (CDBG) funding. She said we are currently finishing Phase 2 and we are expecting additional funds for this project. **Mrs. Barrios-Testa** said with the anticipated CDBG and the Aging and Long-Term Services funding that we are getting prepared to secure, it will bring Phase 3 to a total of \$2.3 million to complete the project and it will be used towards the renovation of additional rooms like ADA restrooms and multi-purpose rooms. **Mrs. Barrios-Testa** said she is also looking at fire sprinklers and alarm systems, as well as a PA system.

0:09:18 **MOTION**

The motion was made by Councilor Anaya-Flores and seconded by Councilor Niemeier to approve of Resolution 2023-58, a Resolution authorizing submission of a New Mexico 2023 Community Development Block Grant to the New Mexico Department of Finance and Administration and approval of Project Selection.

0:09:23 **VOTE**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez; No - None; Absent - Waters; the motion carried.

0:09:38 **4. ADJOURN**

0:09:42 **MOTION**

The motion was made by Councilor Anaya-Flores and seconded by Councilor Rodriguez to adjourn.

0:09:53 **VOTE**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez; No - None; Absent - Waters; the motion carried.

0:10:08 **Adjourn**

There being no further business, the meeting was adjourned at 4:10 p.m.

Dale Janway, Mayor

ATTEST:

Nadine Mireles, City Clerk

**LINKED MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF CARLSBAD, NEW MEXICO, HELD IN THE JANELL WHITLOCK
MUNICIPAL COMPLEX BUILDING ON SEPTEMBER 26, 2023 AT 6:00 P.M.**

Present:	Dale Janway	Mayor
	Lisa A. Anaya Flores	Councilor
	Edward T. Rodriguez	Councilor
	Jason O. Chavez	Councilor
	Wesley A. Carter	Councilor
	Mark C. Walterscheid	Councilor
	Jeff Forrest	Councilor
	Karla Niemeier	Councilor
	Judith E. Waters	Councilor
Absent:		
Also Present:	John Lowe	City Administrator
	K.C. Cass	Deputy City Administrator
	Ted Cordova	Deputy City Administrator
	Wendy Austin	Deputy City Administrator
	Denise Madrid-Boyea	City Attorney
	Nadine Mireles	City Clerk
	Angie Barrios-Testa	Director of Municipal Services
	Mike Abell	Director of Utilities
	Wayne Hatfield	IT Director
	Allan Henriksen	IT Technician
	Melissa Salcido	Finance Director
	Ken Ahrens	Fire Chief
	Jeff Patterson	Planning Director
	Shane Skinner	Police Chief
	Coby Gentry	BPA Student
	Constance Williams	Senator Field Representative
	Therese Rodriguez	Citizen
	Caroline Banks	Citizen
	Daniel Banks	Citizen
	Sylvia Trujillo	Citizen
	Jacqueline B. Fields	Citizen
	Nathan McGee	Citizen
	Brian Worthington	Citizen
	Jim Waters	Citizen

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0:00:00 **Call Meeting to Order**

0:00:03 Invocation – Pledge of Allegiance

0:00:34 **Mayor Janway introduced Constance Williams with Senator Ben Ray Lujan's office. Ms. Williams** said she is the field representative in Portales, NM. She said she is willing to do a constituent's services presentation to go into further detail about what she does. She said if there are any organizational meetings they would like her to speak at, she would be happy to attend.

0:02:08 **1. APPROVAL OF AGENDA**

0:02:08 **Motion**

The motion was made by Councilor Carter and seconded by Councilor Walterscheid to approve the Agenda.

0:02:13 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:02:27 **2. CITY OF CARLSBAD FINANCIALS - AUGUST 2023**

Mrs. Salcido reviewed the revenues and expenditures as of August 2023 for the General Fund and selected Enterprise and Special Funds contained within the City Budget.

0:03:57 **3. ROUTINE AND REGULAR BUSINESS**

- A. Minutes of the Regular City Council Meeting held on September 12, 2023
- B. City Personnel Report
- C. Monthly Reports
 - 1) Community Development August 2023
 - 2) Municipal Court Department August 2023
 - 3) Municipal Services Department August 2023
 - 4) Transportation and Facilities Department August 2023

0:04:21 **Motion**

The motion was made by Councilor Chavez and seconded by Councilor Walterscheid to approve Routine and Regular Business.

0:04:26 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:04:42 **4. CONSIDER APPROVAL OF TEMPORARY USE APPLICATION TO ALLOW FOR MOBILE SALES (VENDING) OF FOOD (ICE CREAM) AND DRINKS (NON-ALCOHOLIC) WITHIN CITY STREETS AND PARKS THROUGHOUT THE CITY, FOR MUNCHIES STREET ICE CREAM TRUCK OWNER: ROSALVA MORALES**

Mr. Patterson said the applicant plans to take a mobile ice cream truck around town and within the parks to vend ice cream and related treats in various neighborhoods. He said per the application, the applicant plans to vend from 4:00 pm to 7:30 pm, Monday through Friday; and 11:00 am to 5:00 pm on Saturday and Sunday. **Mr. Patterson** said the Planning Department recommends approval of this request with the following conditions: the applicant shall not disturb the peace with a loud speaker, megaphone, bell, music, or other disruptive noise. He said the approval of the request grants permission to the applicant to vend food and drinks (non-alcoholic) within City streets from Wednesday, September 27, 2023, through Sunday, December 31, 2023. He said the applicant shall provide the City with proof of liability insurance naming the City as additional insured.

0:06:46 **Motion**

The motion was made by Councilor Niemeier and seconded by Councilor Rodriguez to approve of Temporary Use Application to allow for mobile sales (vending) of food (Ice Cream) and drinks (non-alcoholic) within City streets and parks throughout the City, for Munchies Street Ice Cream Truck Owner: Rosalva Morales.

0:06:53 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:07:08 **5. CONSIDER APPROVAL TO ACCEPT A GRANT AGREEMENT FROM THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FOR RIVERWALK RECREATION CENTER IMPROVEMENTS**

Mrs. Barrios-Testa said this funding was requested through the legislature and it was intended to help with a phase of the HVAC improvement project at the Riverwalk Recreation Center. She said we are pleased to be receiving these funds now that the project is complete. She said the estimates have come in higher than what we originally anticipated. She said we will work towards securing other state funds to assist with additional funding that may be needed. She said in anticipation of the appropriation, the project is already budgeted and we will be ready to spend as soon as we go into the re-bid process.

Councilor Walterscheid asked if this is enough money to start the project but not complete it. **Mrs. Barrios-Testa** said we did receive a bid at the last Council meeting but that bid was rejected. She said to complete the project, it will cost \$3 million. **Barrios-Testa** said the City will have enough money to complete a significant phase.

0:09:07 **Motion**

The motion was made by Councilor Rodriguez and seconded by Councilor Forrest to approve to Accept a Grant Agreement from the State of New Mexico Department of Finance and Administration for Riverwalk Recreation Center Improvements.

0:09:13 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:09:25 **6. CONSIDER APPROVAL OF RESOLUTION 2023-45, A RESOLUTION REQUIRING THE REMOVAL OF THE RUINED, DAMAGED OR DILAPIDATED BUILDINGS OR STRUCTURES, RUINS, RUBBISH, WRECKAGE, AND DEBRIS AT 209 W PECAN STREET OWNER: CAROLYN L BANKS**

Mrs. Madrid-Boyea said this is the same matter that was brought before City Council at the August 31, 2023 Special Meeting. She said Council members voted to give additional time and to bring the Agenda item back to tonight's meeting. **Mrs. Madrid-Boyea** said the homeowner has hired with a licensed contractor to have asbestos testing performed. She said the results have come back from this testing, and the homeowners intend to continue the clean-up and have the house demolished by the same contractor that has done the asbestos testing.

Councilor Walterscheid said he drove by the property earlier in the day and it looks like the owners have done a considerable amount of clean-up.

Carolyn Banks came to the podium and asked Council members if they have any questions regarding this issue. **Councilor Forrest** asked if her plan is to tear the house down. **Ms. Banks** said yes, they are planning to demolish it.

Councilor Walterscheid asked when they are planning to tear the house down. **Ms. Banks** said the contractor has to remove the linoleum out of the house before the demolition starts.

Councilor Rodriguez asked what are our options at this point. **Mrs. Madrid-Boyea** said what is before Council members is to adopt the proposed Resolution that had been presented at a previous meeting. She said Council members can either adopt, reject, or set certain conditions to the adoption.

Councilor Niemeier asked if they have contracted with somebody that the City uses for demolitions. **Ms. Banks** said she has not contracted with anyone to tear the house down, but to remediate the asbestos.

Daniel Banks said they had contracted with someone to tear the house down but that was before they knew there was asbestos. He said they have contracted and paid

Southwest Environmental to do the asbestos inspection. He said the results came back and there was asbestos in the linoleum, the kitchen flooring, and the bathroom. He said they contracted with the same people for remediation. **Mr. Banks** said a permit was needed and they were told it would take approximately 10 days to get the permit approved. He said the application was submitted recently and they should get the permit soon and start the remediation.

Mr. Banks said he is asking for additional time before the City hires their own contractors to demolish the house. **Mayor Janway** asked Mr. Banks if he is asking for 30 days or 60 days total. **Mr. Banks** said if the Resolution is rejected, that will give him another month to get all of the work done.

Councilor Niemeier asked if they can add conditions to extend another 30 days. **Mrs. Madrid-Boyea** said yes.

0:20:00 **Motion**

The motion was made by Councilor Niemeier and seconded by Councilor Rodriguez to approve of Resolution 2023-45, a Resolution requiring the removal of the ruined, damaged or dilapidated buildings or structures, ruins, rubbish, wreckage, and debris at 209 W Pecan Street Owner: Carolyn L Banks with an additional 45 days.

0:21:08 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:22:36 **7. CONSIDER APPROVAL OF RESOLUTION 2023-47, A RESOLUTION REQUIRING THE REMOVAL OF THE RUINS, RUBBISH, WRECKAGE, DEBRIS, NON-OPERABLE VEHICLES AND OCCUPIED RECREATIONAL VEHICLE AT 106 FARRIS STREET OWNER: SYLVIA A TRUJILLO**

Mrs. Madrid-Boyea said this was brought before Council members at the August 31, 2023 Special Meeting. She said Council members voted to give the property owners additional time to address the issues at the property.

Sylvia Trujillo came to the podium and showed pictures on the progress of the clean-up. **Councilor Walterscheid** said he drove by the property earlier in the day and it is in much better condition. **Ms. Trujillo** said she removed the trailer from the property on her own but is continuously looking for help. She said she is unable to find help and is unsure what to do.

Councilor Walterscheid said Ms. Trujillo has done a tremendous amount of clean-up. He said he thinks the property looks fine.

Councilor Chavez asked if it's possible to get the property re-inspected by Code Enforcement and the Fire Chief.

Mrs. Madrid-Boyea said Council members can make a motion that the property be re-inspected and table this item for a later date.

0:28:51 **Motion**

The motion was made by Councilor Forrest and seconded by Councilor Walterscheid to put this item on hold for reinspection.

0:29:04 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

Mrs. Madrid-Boyea explained to Ms. Trujillo that no action will be taken today. She said Code Enforcement will come to her property sometime in the future to re-inspect it and prepare a new report to determine whether her property is in compliance with the Ordinances.

0:30:27 **8. CONSIDER APPROVAL OF RESOLUTION 2023-59, A RESOLUTION REQUIRING THE REMOVAL OF THE RUINS, RUBBISH, WRECKAGE, DEBRIS, AND WEEDS AT 204 RUSSELL STREET OWNER: LISA TRAN**

Mrs. Madrid-Boyea said there appears to be an occupied structure on the property and a large amount of junk, trash, debris, a non-operable vehicle, animal feces, an unfenced swimming pool, and an RV in the front set back of the property. She said the Eddy County Assessor's Office lists Lisa Tran as owning or having an interest in the property and lists her address in Las Cruces, NM. She said Code Enforcement has been to the property and a Notice of Violation was mailed by certified mail to the owner on September 21, 2022. She said the property has been inspected by Code Enforcement and the Fire Chief and found the property remains out of compliance with applicable codes. She said the Fire Chief found that the property presents an extreme fire hazard for responding firefighters and emergency personnel and recommends the property be cleaned and all trash and debris be removed. **Mrs. Madrid-Boyea** said a Resolution has been prepared for Council consideration which would require the property owner to remove all ruins, rubbish, wreckage, debris, and weeds from the property within 30 days of service of the Resolution.

Councilor Walterscheid said he drove by the property and it looks like the owners are doing a considerable amount of clean-up.

Councilor Niemeier said she drove by the property as well and although she did see them cleaning up, it still looked cluttered.

0:33:03 **Motion**

The motion was made by Councilor Forrest and seconded by Councilor Niemeier to approve of Resolution 2023-59, a Resolution requiring the removal of the ruins, rubbish, wreckage, debris, and weeds at 204 Russell Street Owner: Lisa Tran.

0:33:11 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:33:23 **9. CONSIDER APPROVAL OF RESOLUTION 2023-60, A RESOLUTION REQUIRING THE REMOVAL OF THE RUIN, DAMAGED OR DILAPIDATED BUILDINGS OR STRUCTURES, RUINS, RUBBISH, WRECKAGE AND DEBRIS AT 2417 UTAH STREET OWNER: JACQUELINE B. FIELDS**

Mrs. Madrid-Boyea said there appears to be a dilapidated structure on the property, along with junk, trash, debris, and weeds. She said the Eddy County Assessor's Office lists Jacqueline B. Fields as owning or having an interest in the property. She said Code Enforcement has been to the property due to complaints since 2020, and there are no utilities on the property. She said a Notice of Violation was mailed by certified mail to the owner on February 21, 2020 and June 6, 2023 with no response from the owner. She said the property has been inspected by Code Enforcement, the Building Inspector, and the Fire Chief, and they found the property remains out of compliance with applicable codes. She said the Fire Chief found that the property presents an extreme fire hazard for responding firefighters and emergency personnel and recommends the building be demolished, the property be cleaned and the debris be removed. **Mrs. Madrid-Boyea** said a Resolution has been prepared for Council consideration which would require the property owner to remove all ruins, dilapidated structure, rubbish, wreckage, debris, and weeds from the property within 30 days of service of the Resolution.

Jacqueline B. Fields said she only received one letter and she has not lived at the property for ten years. **Councilor Walterscheid** asked what Ms. Fields' plans for this property are. **Ms. Fields** said she does not know.

Nathan McGee said this is the first Ms. Fields has heard of it. He asked if there is any funding to help people that are in these situations.

Mayor Janway said after the meeting they are welcome to talk to the City Administrator or the Planning Director.

Mr. McGee said they agree to demolish. He said Ms. Fields needs assistance and he is helping her as much as she can. He said it could be beneficial to create a program to help people that are in similar situations.

Councilor Walterscheid asked if thirty additional days is enough time. **Mr. McGee** said yes.

Councilor Anaya-Flores asked if they know for a fact that there is asbestos in the materials in the home. **Mr. McGee** said he does not know. **Councilor Anaya-Flores** asked if he needs to go through the process to find out. **Mr. McGee** said yes.

0:40:39 **Motion**

The motion was made by Councilor Walterscheid and seconded by Councilor Anaya-Flores to approve of Resolution 2023-60, a Resolution requiring the removal of the ruin, damaged or dilapidated buildings or structures, ruins, rubbish, wreckage and debris at 2417 Utah Street Owner: Jacqueline B. Fields with 30 additional days.

0:41:12 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:41:42 **10. CONSIDER APPROVAL OF RESOLUTION 2023-61, A RESOLUTION REQUIRING THE REMOVAL OF THE DEBRIS AT 601 N NINTH STREET OWNER: ELVA S. OLIVAS**

Mrs. Madrid-Boyea said this property appears to have an occupied dwelling and a large metal shop. She said the Eddy County Assessor's Office lists Elva S. Olivas as owning or having an interest in the property. She said the property has had multiple complaints regarding the open storage of junk, trash, and debris; including construction debris. She said Code Enforcement has been to the property and a Notice of Violation was placed on the property on September 7, 2023 and a prior verbal warning was given August 17, 2023. She said the property has been inspected by Code Enforcement and the Fire Chief, and they found the property remains out of compliance with applicable codes. She said the junk, trash, and debris remain on the property and the Fire Chief found that the property presents an extreme fire hazard for nearby residents, responding fire fighters, and emergency personnel. **Mrs. Madrid-Boyea** said a Resolution has been prepared for Council consideration which would require the property owner to remove all ruins, rubbish, wreckage, debris, and weeds from the property within 30 days of service of the Resolution.

0:43:55 **Motion**

The motion was made by Councilor Chavez and seconded by Councilor Niemeier to approve of Resolution 2023-61, a Resolution requiring the removal of the debris at 601 N Ninth Street Owner: Elva S. Olivas.

0:44:07 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

0:44:24 **11. CONSIDER APPROVAL OF RESOLUTION 2023-62, A RESOLUTION DETERMINING THE DELINQUENCY OF PAYMENT FOR WATER, SEWER, AND/OR GARBAGE SERVICE AS CERTIFIED BY THE CITY TREASURER**

Mrs. Salcido explained that it is a statutory requirement that the City file liens on unpaid garbage, water, and sewer utility bills each year. She explained that the total that the City will be filing liens on is \$162,091.70. She explained if Council approves the liens they will be filed with the County.

Councilor Walterscheid asked if the City cuts people off once they reach a certain amount of unpaid garbage, water, and sewer. **Mrs. Salcido** said yes, the owners have about a month to pay their bill and if no payment has been received by the following month, they will disconnect service.

Councilor Carter asked how a residential property gets to a \$7,400 bill. **Mrs. Salcido** said their bills starting in June of 2022 were over \$1,000 a month and they were making payments of about \$250. She said it's possible they have a leak and if someone has a leak they could get a significant water usage bill.

0:48:22 **Motion**

The motion was made by Councilor Forrest and seconded by Councilor Anaya-Flores to approve of Resolution 2023-62, a Resolution determining the delinquency of payment for Water, Sewer, and/or Garbage service as certified by the City Treasurer.

Brian Worthington came to the podium and he said he has the property at 808 North Mesquite but it is not in his name yet. He said he found a squatter in his house and the water was turned on at this property during this time. He said he does not see how he is responsible for someone else that put their name on the water bill at his residence. He said he does not think he is liable for this because he did not authorize for anyone to be in the house.

Mrs. Madrid-Boyea said according to State statute, the owner is the one that is responsible to water service to the property unless the owner has filed a letter of no responsibility with the City. **Mr. Worthington** asked what does he need to do in order to resolve this issue. **Mrs. Madrid-Boyea** said the Council can decide on what they want to do, but the lien goes against the property and as the owner of the property it makes it the owners' responsibility to decide if they want to take care of the lien.

Mayor Janway suggests Mr. Worthington talk to Mrs. Salcido after the meeting to assist him on this issue.

Mrs. Madrid-Boyea said the Water Department offers payment plans.

Jim Waters came to the podium and said he owns properties in the Industrial Park and he had a renter move out but he had no reason to doubt that he did not pay the bills. He said he received the first letter in June 2023 and he received a second letter in July 2023. **Mr. Waters** said he understands water shut-offs were postponed due to the pandemic, but he said they still could have sent bills to homeowners. He said he was given a bill that was for over two years of service.

Councilor Forrest asked if there were late fees included in his total. **Mr. Waters** said he is not sure. He said the bill was an accumulation of several months of \$159.00 for the property. He said it is an unfair situation.

Mayor Janway suggests Mr. Waters talk to Mrs. Salcido after the meeting to assist him on this issue.

0:57:34 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez; No - None; Abstain - Waters; Absent - None; the motion carried.

0:57:57 **12. COUNCIL COMMITTEE REPORTS**

Councilor Chavez said he recently returned from Washington, D.C. He said he attended the National Clean-Up Workshop which is founded by former Mayor Gary Perkowski. He said there were 800 attendees from around the United States. He said it humbling to see the conference get recognition when it started in Carlsbad.

0:59:37 **Mayor Janway asked if anyone in the audience would like to address the Council. No one appeared.**

Mayor Janway introduced the BPA intern, Coby Gentry. Mr. Gentry said he loves working with the City of Carlsbad and he is grateful for the opportunities Mayor Janway has given him.

1:00:12 **13. ADJOURN**

1:00:16 **Motion**

The motion was made by Councilor Anaya-Flores and seconded by Councilor Forrest to approve adjourn.

1:00:22 **Vote**

The vote was as follows: Yes - Carter, Rodriguez, Forrest, Niemeier, Walterscheid, Anaya-Flores, Chavez, Waters; No - None; Absent - None; the motion carried.

1:00:33 **Adjourn**

There being no further business, the meeting was adjourned at 7:00 p.m.

Dale Janway, Mayor

ATTEST:

Nadine Mireles, City Clerk

DRAFT

CITY OF CARLSBAD
PERSONNEL REPORT

October 10, 2023

APPOINTMENTS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
Daniel Garcia-Pineda	10/11/23	Library	Information Specialist
Cleophus Poole	10/11/23	Transit	Transit Driver, on-call

TERMINATIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>	<u>REASON</u>
Arianna Archuleta	10/01/23	Water Park	Lifeguard	Job Ended
Korrine Bradford	10/01/23	Water Park	Lifeguard	Job Ended
Jaylynn Bunch	10/01/23	Water Park	Lifeguard	Job Ended
Zechariah Char	09/24/23	Water Park	Lifeguard	Resigned
Tom Cureton	09/29/23	Street	Street Sweeper Operator	Retired
Dylan Harris	10/01/23	Water Park	Lifeguard	Job Ended
Ethan Hutchinson	10/01/23	Water Park	Lifeguard	Job Ended
Alexia Jones	09/28/23	Library	BPA Intern	Declined job offer
Payton Jones	09/17/23	Water Park	Lifeguard	Resigned
Izabelle Kostenbader	10/01/23	Water Park	Lifeguard	Job Ended
Carla Martinez	09/24/23	Water Park	Lifeguard	Resigned
Dru McAvoy	10/01/23	Water Park	Recreation Attendant	Job Ended
Joicis Ornelas	10/01/23	Water Park	Lifeguard	Job Ended
Shaylor Phillips	10/01/23	Water Park	Lifeguard	Job Ended
Gabriel Wittmayer	10/01/23	Water Park	Lifeguard	Job Ended
Hope Wittmayer	10/01/23	Water Park	Lifeguard	Job Ended
Emiliano Zapata	10/01/23	Water Park	Lifeguard	Job Ended

INTERNAL TRANSFERS AND PROMOTIONS:

<u>NAME</u>	<u>DATE</u>	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
None			

CITY OF CARLSBAD

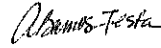
RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

TO: The Honorable Mayor Dale Janway & Members of the City Council

FROM: Angie Barrios-Testa



Digitally signed by Angie Barrios-Testa
DN: cn=Angie Barrios-Testa, o=City of
Carlsbad, ou=HR,
email=abarrios@cityofcarlsbad.com,
c=US
Date: 2023.10.03 14:07:58 -0800

SUBJECT: Recommendation for Employment

DATE: October 2, 2023

The following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to a pre-hire medical examination:

General Information:

Name: Daniel Garcia- Pineda Classification/Position: Information Specialist

Department: Library

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Regular | <input type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>21.84</u> per hour |
| <input type="checkbox"/> Seasonal | <input checked="" type="checkbox"/> Part-time | <input type="checkbox"/> Salary \$ _____ per annum |
| <input type="checkbox"/> Temporary | <input type="checkbox"/> On call | |

Education Level:

- | | |
|--|--|
| <input type="checkbox"/> High School Diploma | <input type="checkbox"/> GED or equivalent |
| <input type="checkbox"/> Associates Degree _____ | |
| <input checked="" type="checkbox"/> Bachelors Degree <u>Recreation and Park Management</u> | |
| <input type="checkbox"/> Masters Degree _____ | |
| <input type="checkbox"/> Other _____ | |

Employment:

Present or last Employer: National Park Service

From June 23 to Current Classification: Bilingual Park Guide

Duties: Presenting and preparing programs. Working the visitor information desk, providing orientations, assisting with special events, and operating audiovisual equipment.

Related Experience: Daniel has experience working with the public, research, and programming.

Comments: Daniel's experience with staffing the information desk within the parks system, and his class work make him the top candidate for this opening.

CITY OF CARLSBAD

RECOMMENDATION FOR EMPLOYMENT

Dale Janway, Mayor

John Lowe, City Administrator

TO: The Honorable Mayor Dale Janway and members of the City Council

FROM: Patrick Cass, Director of Public Works *PC*

SUBJECT: Recommendation for Employment

DATE: 9-21-23

The Following applicant has met all pre-employment requirements and is hereby recommended for employment with the City of Carlsbad subject to a pre-hire medical examination:

General Information:

Name: Cleophus E. Poole Classification/Position: On-Call Driver

Department: Transit

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Regular | <input type="checkbox"/> Full-time | <input checked="" type="checkbox"/> Hourly \$ <u>19.93</u> per hour |
| <input type="checkbox"/> Seasonal | <input type="checkbox"/> Part-time | <input type="checkbox"/> Salary \$ _____ per hour |
| <input type="checkbox"/> Temporary | <input checked="" type="checkbox"/> On call | |

Education Level:

- | | |
|---|--|
| <input checked="" type="checkbox"/> High School Diploma | <input type="checkbox"/> GED or equivalent |
| <input type="checkbox"/> Associates Degree | _____ |
| <input type="checkbox"/> Bachelors Degree | _____ |
| <input type="checkbox"/> Masters Degree | _____ |
| <input type="checkbox"/> Other | _____ |

Employment:

Present or last Employer: L.A Services

From 07/22 to 08/23 Classification: Transporter and Dispatch

Duties: Drive WIPP facility employees to the work site. Shuttled and transported customers to designated areas. Dispatched employees to their work site.

Related Experience: Working with the public and familiar with transporting the public around Carlsbad

Comment: _____

CITY OF CARLSBAD

**AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION**

Council Meeting Date: 10/10/23

Department: Cemetery	BY: Matt Fletcher, CPO	Date: 10/03/23
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*Usabido
10/4/23*

SUBJECT: Services
Description:

Award of RFP for Cemetery Grounds Maintenance and Grave Opening/Closing

SYNOPSIS:	Qty <u>1</u>	Total Est. Cost	<u>\$ 436,136.10</u>	Total Actual Cost	<u>\$ 417,748.20</u>
	Budgeted Yes	Est. City Share	<u>\$ 436,136.10</u>	Actual City Share	<u>\$ 417,748.20</u>
	Account # <u>10161-61200</u>		<u>\$ 436,136.10</u>		
	Account # _____		_____		
	Account # _____		_____		
	Account # _____		_____		
		TOTAL	<u>\$ 436,136.10</u>		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The City solicited proposals for the Cemetery Grounds Maintenance and Grave Opening and Closing Services contract.

The City received one proposal from Orlando Garza dba, Guadalupe Pest Control. The City administration has examined the proposal and found it to be acceptable for award.

The City requests authorization to award the RFP to Orlando Garza, dba Guadalupe Pest Control and requests authorization for the City Administrator and Mayor to enter into contract negotiations on behalf of the City and upon successful negotiation of the agreement, authorize the Mayor and/or City Administrator to execute the agreement for those services.

The total proposed annual cost is \$417,748.20 including NMGRT.

Requested action to be taken by Council:
Select one

Council Action Taken:
Select one

Date:

Reviewed by City Administrator:

POST BID/RFP RECOMMENDATION

Council Meeting Date:

Requested action to be taken by Council:
Award RFP Number 2023-12

Council Action Taken:
Select one

Date:

ADDITIONAL INFORMATION:

Reviewed by City Administrator: /s/John Lowe

10/05/2023

ATTACHMENT(S): Specifications Bid/RFP Summary Other: _____

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 10/10/2023

DEPARTMENT: Community Development	BY: Ted Cordova, Deputy City Administrator	DATE: 9/26/2023
SUBJECT: Lease Agreement Between City of Carlsbad and Advanced Air, LLC. for a Portion of the Cavern City Air Terminal		
BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)		
<p>The U.S. Department of Transportation (USDOT) awarded Advanced Air, LLC. the Essential Air Service (EAS) contract for air transportation service, serving the City of Carlsbad. This service is provided at the Carlsbad Municipal Airport and will last for a two year period. This lease agreement allows Advanced Air counter space to serve customers, office space for business purposes, as well as luggage handling area. The lease agreement is for two years and will terminate on October 31, 2025.</p>		
DEPARTMENT RECOMMENDATION: If it is the will of the City Council, it is recommended this lease agreement be approved.		
BOARD/COMMISSION/COMMITTEE ACTION:		
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Riverwalk Rec Center Board
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> Beautification Committee
		<input type="checkbox"/> APPROVED
		<input type="checkbox"/> DISAPPROVED

Reviewed by: City Administrator: /s/John Lowe	Date: 10/05/2023
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**LEASE AGREEMENT BETWEEN THE CITY OF CARLSBAD
AND ADVANCED AIR, LLC FOR A PORTION
OF THE CAVERN CITY AIR TERMINAL**

THIS AGREEMENT is entered into at Carlsbad, New Mexico, this ____ day of _____, 2023 between the **CITY OF CARLSBAD**, New Mexico, a municipal corporation, hereinafter referred to as “City” and **ADVANCED AIR, LLC.**, a California corporation, hereinafter referred to as “Advanced”.

WHEREAS, the City is the owner of the Cavern City Air Terminal, 1505 Terminal Drive, Carlsbad, New Mexico, hereinafter referred to as the “Airport”, and

WHEREAS, Advanced is a provider of scheduled air transportation services; and

WHEREAS, Advanced wishes to lease a portion of the Airport to use for the conduct of its scheduled air transportation service; and

WHEREAS, the City is willing to enter into such a lease.

NOW THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, agree to the following terms and conditions:

1. **Premises Description.** City agrees to lease to Advanced and Advanced agrees to lease from the City the following portions of the Airport referred to collectively as the “Premises”:
 - A. **Office Space.** A portion of the Airport Terminal Building containing approximately five hundred forty-five square feet (545 sq. ft.) in floor area of office space, approximately thirteen feet (13’) of existing counter space, and approximately one hundred thirty square feet (130 sq. ft.) of floor area within the Airport Terminal Building Central Lobby. Such areas are hereinafter referred to as “Office Space” and are shown on the attached Exhibit “A”.
 - B. **Terminal Common Areas.** Those portions inside the Airport Terminal Building containing approximately two thousand nine hundred seventy-five square feet (2,975 sq. ft.) in floor area available for public use and generally described as the Airport Terminal Building Lobby and public restrooms. Such areas are hereinafter referred to as “Terminal Common Areas” and are more fully described on the attached Exhibit “A”. During those times the Airport Terminal Building is open, Terminal Common Areas open to the public.
 - C. **Outside Common Areas.** Those portions of the Airport located outside of the Airport Terminal Building available for use in common with others authorized to do so, including, not necessarily limited to:
 - i. Ground area for the parking and taxiing of Advanced’s aircraft;
 - ii. Ground area for the takeoff and landing of Advanced’s aircraft;
 - iii. Space in reasonable amount on the terminal apron for Advanced’s

equipment required for the servicing of Advanced's aircraft; and

iv. Available automobile parking spaces in common with other users for use by persons that are employed by or are clients of Advanced. The location and number of spaces may be designated by the City from time to time during the term of this Agreement.

Advanced shall not have exclusive use or control of Terminal Common Areas or Outside Common Areas. Advanced shall not interfere with the rights and privileges of other persons, firms, or entities using said facilities and shall be subject to such restrictions, as the City deems reasonable or necessary.

2. **Ingress and Egress.** Advanced shall also have the right to use the landing field, runways, taxiways, public ramps, commercial and non-commercial roadways and navigational aids and facilities at the Terminal and the air space immediately above it for testing, takeoffs, flights, landings, taxiing, towing, fueling by mobile truck tanks, loading and unloading passengers and cargo. Advanced shall not interfere with the rights and privileges of other persons, firms, or entities using said facilities and shall be subject to such weight and type use restrictions, as the City deems necessary.

3. **AS IS Condition of the Premises.** Prior to the commencement of this Agreement, Advanced has fully examined and inspected the Airport, the Premises, and all fixtures, appliances, improvements, buildings, and appurtenances thereon. Advanced accepts the Airport, the Premises, and such fixtures, appliances, improvements, buildings, and appurtenances in their existing condition and state of repair. Advanced accepts them in an **AS IS CONDITION**. Advanced agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the City in respect thereto, and the City shall in no event be liable for any latent defects.

4. **Use of the Premises.**

A. **Title Restrictions.** Advanced knows and understands that the City owns the Terminal pursuant to a patent from the United States federal government which patent places certain restrictions on the use of the Terminal. Under no circumstances, shall Advanced utilize the Terminal or the Premises in any manner which would violate any restrictive covenants to which they are subject.

B. **Permitted Uses.** Advanced shall have the use of the Premises solely for the conduct of a scheduled air transportation service. Advanced shall not use or permit the use of the Premises or any fixtures, appliances, improvements, buildings, and appurtenances thereon, for any purpose or use other than those expressly and specifically authorized by this Agreement. Additional uses may be hereafter authorized in writing by the City, but only upon such terms and conditions as may be set forth in such authorization.

C. **Non-Aviation Uses.** Advanced shall not engage in any activity which is not directly related to aviation without obtaining the prior written approval of the City Administrator.

D. **Applicable Laws.** Every use of the Terminal, the Premises, fixtures, appliances, improvements, buildings, and appurtenances thereon shall be consistent with all applicable

laws, ordinances, rules, regulations, and policies and as they are now and as they may be made or amended from time to time including, but not limited to those of the Federal Aviation Administration or its successor agency or body.

E. **Hazards and Interference.** No use of the Terminal, the Premises, fixtures, appliances, improvements, buildings, or appurtenances thereon shall in any manner interfere with the landing and taking off, of aircraft at the Terminal or otherwise constitute a hazard. In the event this covenant is breached, the City reserves the right to enter upon the Premises and cause the abatement of such interference or hazard at the expense of Advanced.

5. **Non-Exclusive.** Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308 (a) of the Federal Aviation Act of 1958, as it may be amended from time to time. The City reserves the right to grant to others the privilege and right to conduct any one or all activities of an aeronautical nature. Additionally, parking aprons and other improvements constructed in whole or in part with federal funds are intended for public use, and, therefore, permission for exclusive lease or use of such facilities may not be granted.

6. **Non-Discrimination.** Advanced for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

A. **Use of Terminal.** No person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, the Premises, and all its facilities;

B. **Construction.** In the construction of any improvements on, over, or under the Airport or the Premises and in the furnishing of services thereon, no person on the grounds or race, creed, color, national origin, sex, age or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

C. **CFR.** Advanced shall use the Premises in compliance with all other applicable requirements imposed by or pursuant to federal law, code, order, rule, regulation, or policy, as such may be amended, including but not limited to:

- i. Title 14 of the Code of Federal Regulations, Part 152, Airport Aid Program;
- ii. Title 49 of the Code of Federal Regulations, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 ; and
- iii. Title 49 of the Code of Federal Regulations, Part 23, Participation by Disadvantaged Business Enterprise in Airport Concessions.

7. **Rules and Regulations.** The City may adopt and enforce reasonable rules and regulations designed to facilitate the safe and orderly operation of the Airport, subject to notice and opportunity to comment, which Advanced agrees to observe and obey, with respect to the use of the Airport and its appurtenances, facilities, improvements, equipment and services; provided that such rules and regulations shall be consistent with the rules, regulations and orders of the Federal Aviation

Administration.

8. **Meetings and Reports.** Advanced Shall:
 - A. **Meetings.** Make personnel available to meet with City Administrator, the governing body of the City, and airport property managers as necessary and mutually convenient to discuss matters related to airport administration and property management.
 - B. **Reports.** Prepare and submit to the City, no later than the 7th day of each month, a report stating the actual number of landings, the actual number of passengers enplaned and the quantity of cargo and mail by weight enplaned and deplaned at the Airport during the preceding month. The report shall also include the number, time, duration, and the reason for any delays and cancellations of flights to or from the Cavern City Air Terminal. The report shall be in a format agreeable to the City.

9. **Term.** The term of this Agreement shall be for two (2) years beginning on the 5th day of November 2023 and terminating on the 31st day of October 2025. This Agreement may be renewed one (1) additional two (2) year term upon the mutual agreement of the parties upon such terms and conditions as may be mutually agreeable.

10. **Compensation.**
 - A. **Monthly Rent.** As compensation for this Agreement, Advanced shall pay the City, without demand, the sum of Two Hundred Twenty Dollars per month (\$220.00/mo.) as rent for the office space. Rent shall be due on or before the 15th of each month beginning November 2023.
 - B. **Due in Advance and Without Notice.** All rental payments shall be due and payable in advance and without notice. Rent shall be paid to P.O. Box 1569, Carlsbad, NM 88221-1569, Attention City Finance Director, or such other place as the City may direct in writing.
 - C. **Late Fee.** On any rental payment made ten (10) or more days after the payment due date, Advanced shall, in addition to the Rent, pay a late charge of ten percent (10%) of the Rent for each month or part of a month that the rental payment is late.
 - D. **No Refunds.** Advanced may terminate this Agreement pursuant to the requirements of Paragraph 28 below, however, in that event, Advanced shall not be entitled to a refund of any rent or fees of any kind paid.
 - E. **Holding Over.** In the event Advanced shall continue to occupy the Airport, the Premises, or any portion thereof beyond the term of this Agreement, such holding over shall not constitute a renewal of this Agreement but shall be a month-to-month tenancy only. The amount of Rent to be paid during this hold over period shall equal one and one-half (1.5) times the normal monthly rent chargeable at the termination of the lease.

11. **Taxes, Licenses, and Permits.** Advanced shall be solely responsible for:
 - A. **Taxes.** The timely payment of any and all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to Advanced located on the Premises, or other portions of the Terminal. In the event any real

estate taxes are assessed against the land or improvements on the Premises during the term of this Agreement, such taxes shall be paid by Advanced.

B. **Licenses and Permits.** Obtaining and paying for all licenses, permits, certifications, fees, or other authorizations or charges as required under federal, state, or local laws, ordinances, codes, rules, regulations, or policies insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder

12. **Maintenance.**

A. **Advanced to Maintain.** Advanced shall keep the Premises in good order and repair at all times and shall use all reasonable cautions to prevent waste, damage, or injury to the Airport, the Office Space, and all fixtures, appliances, improvements, buildings, and appurtenances thereon. At its sole expense, Advanced shall keep, repair, maintain, improve, and operate the Premises and any and all fixtures, appliances, improvements, buildings, and appurtenances in a safe, sanitary, orderly, sightly, and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules, regulations, and policies.

B. **Keys.** The City may provide to Advanced one or more keys to exterior door or doors of the Terminal. Advanced, its employees, officers, agents, representatives, and assigns, shall not duplicate or permit the duplication of any such key. Advanced shall return all such keys upon the City's request or at the termination of this Agreement. In the event Advanced loses, misplaces, cannot locate, or does not return one or more keys, Advanced shall reimburse all costs and expenses incurred by the City to replace the key and to rekey any and all locks on that facility's key system. The City and Advanced shall create a written procedure for locking and unlocking the Terminal to accommodate passenger service for any Advanced flights which arrive or depart before or after normal Terminal operation hours.

C. **Outside Storage.** There shall be no outside storage of any material, property, equipment, rubbish, trash, garbage, or debris without the prior written permission of the City. Any outside storage, if permitted, shall be in an approved structure. Advanced shall not dispose of any waste at the Airport or on the Premises unless the waste is appropriate for removal by the City's Solid Waste Department and it is properly stored while awaiting pickup.

D. **Parking Spaces.** Advanced shall keep any parking spaces used or permitted to be used by it pursuant to Paragraph 1 free of litter and debris and shall be responsible for the removal and/or remediation of any spills or leaks on such spaces.

E. **Compliance with Codes.** Advanced shall be solely responsible for complying with all applicable codes including, but not limited to building, safety, and fire codes and for complying with the requirements of the Americans with Disabilities Act.

F. **Right to Correct Deficiencies.** The City shall have the right to require reasonable maintenance of and repairs to the Premises and all fixtures, appliances, improvements, buildings, and appurtenances as required by this Agreement. Should Advanced fail to make the required corrections, the City shall have the right to enter the Terminal, the Premises, or improvements, buildings, or appurtenances thereto, correct the deficiency, and recover the cost of those activities from Advanced as additional rent due at the time of the next

rental payment.

13. **Additions, Alterations, and Improvements.** No addition, alteration, improvement, construction, repair, installation, or demolition on the Premises shall be done without the prior written consent of the City Administrator. All such activity shall be performed in a workman-like manner. Other conditions with respect to additions, alterations, improvements, construction, repairs, installations, or demolitions are as follows:

A. **City Approval.** The plans and specifications for any such activity shall be submitted to the City Administrator for written approval prior to commencing such activity;

B. **Filing.** Before commencement of any such activity, all plans and specifications shall be filed with, approved by, and permitted by all governmental departments and authorities having jurisdiction;

C. **Licensed Contractors.** All such activity shall be done by appropriately licensed contractors in accordance with all applicable laws, rules, and regulations

D. **Commencement and Completion.** All work, construction, altering, repairing, installing, or demolishing must be commenced no later than six (6) months following the approval of the plans and specifications by the City Administrator and must be completed within eighteen (18) months of that approval by the City Administrator

E. **FAA Approval.** No change, improvement, alteration, or modification shall be made without first obtaining the prior written approval of the Federal Aviation Administration if such approval is needed.

F. **Ownership.** All alterations, additions, improvements, construction, repairs, and installations on or in the Premises at the commencement of this Agreement and that may be erected or installed during the term of this Agreement shall become a part of the Premises and the sole property of the City, except that all moveable trade fixtures installed and owned by Advanced shall be and remain the property of Advanced. Such moveable trade fixtures shall be removed by Advanced at the termination of this Agreement so long as such removal will not harm the structure or cause unreasonable damage to the Premises or facilities. Any moveable trade fixtures which cannot or are not removed within thirty (30) days of the termination of this Agreement shall, at the City's sole discretion, become the sole property of the City, and Advanced waives all claims for payment or offset thereof.

14. **Utility and Janitorial Services.** The City shall provide at its expense 120 volt / 30 ampere electrical service, overhead lighting, heating, cooling, water, sewer, and routine trash collection and janitorial services on the Premises. All applications and connections for all other services and utilities shall be in the name of Advanced. Advanced shall be solely responsible for any charges, fees, or expenses for such other services and utilities as they become due. Advanced shall also be solely responsible for any costs incurred for the installation, maintenance, or repair of telephone and/or modem lines.

15. **Storage of Materials.** Storage or disposal at the Terminal or on the Premises of any materials or waste defined as hazardous or toxic by local, state, or federal ordinances, laws, codes,

rules, or regulations, including but not limited to oil, gasoline, or other petroleum products, shall be prohibited except with the prior written permission of the City. Additionally, Advanced shall not install, construct, use, or permit another to install, construct, or use any aboveground or underground storage tank on the Premises without obtaining the City's prior written permission. Any approved storage, disposal, or tanks shall be done in compliance with all applicable laws, ordinances, codes, rules, regulations, and policies.

16. **Signs.** Advanced may place and maintain signs in the Office Space so long as such signs are related to their conduct of a scheduled air transportation service at the Airport. No signs shall be placed in any other area without first obtaining written approval from the City. No sign shall be erected or maintained by Advanced at the Airport except in compliance with all applicable laws, ordinances, codes, rules, regulations, and policies.

17. **Damage or Destruction.** If the Terminal or the Premises are destroyed, or are damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by City impossible, then this Agreement shall terminate and Advanced shall be liable to pay rent only up to the time of such termination. Advanced hereby waives and releases any claim for damages or compensation on account of such termination.

18. **Force Majeure.** The City shall not be responsible for or liable to Advanced for any loss, claim, or damage due to force majeure, acts of God, strikes, lockouts or industrial disturbances, civil disturbances, arrests and restraints from rules and people, interruptions by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure labor or materials, including inability to secure materials as a result of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or equipment, or any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the City.

19. **Right of Access.** CITY shall have the right of access to the leased property at any reasonable time for the purpose of inspecting and examining the terminal. CITY shall also have the right of access to the terminal for the purpose of gaining entry to and utilizing those portions of the terminal and premises not leased to Advanced.

20. **Insurance.** During the term of this Agreement and for any further time that Advanced shall hold the Premises or any portion of the Airport:

A. **Public Liability Insurance.** Advanced shall obtain and maintain at its own expense general public liability, aviation, and automobile liability insurance insuring against such claims and which insurance names the City as an additional insured. This insurance shall have an aggregate limit in the amount of two million dollars (\$2,000,000.00), or as required to meet the mandatory requirements of the New Mexico Tort Claims Act or its successor in law, whichever is greater.

B. **Fire and Casualty.** Advanced shall obtain and maintain at its own expense

property and casualty insurance covering all property not owned by the City. Such insurance shall be a fire insurance policy with extended coverage endorsement including vandalism and malicious mischief. The insurance shall be on a replacement cost basis and shall name the City as an additional insured, as its interests may appear. The City assumes no responsibility for any property placed at the Airport or the Premises. The City, its officers, employees, and agents are hereby expressly released and discharged from any responsibility whatsoever for any such property.

C. **Certificates of Insurance.** All insurance shall be with a company or companies licensed and authorized to do business in the State of New Mexico. All insurance policies shall be endorsed to provide that the City shall be given a minimum of thirty (30) days prior written notice of any cancellation, non-renewal, or material reduction in the amount of coverage. At least five (5) days prior to the effective date of this Agreement, Advanced shall provide the City with a Certificate or Certificates of Insurance reflecting the coverages specified herein and naming the City as an additional insured. Advanced shall annually furnish to the City on July 1st a Certificate of Insurance for the above required insurances. Advanced shall provide the City with notice of any change thereof, and furnish to the City evidence of acquisition of a substitute therefore, and payment of the premium thereof. If Advanced should fail to maintain such insurance coverage or coverages, then the City may obtain same and add the cost of such insurance to the next due rent payment. If the City does so, it may charge interest thereon at the rate of fifteen percent (15%) per annum from the time of payment, which shall be added to the rent payment becoming due, and shall be collected as an additional charge.

D. **Self-Insurance.** Advanced may self-insure by filing with the City a letter of credit in the amounts listed above and in the form approved by the City, or by filing another approved promissory or escrowed monetary instrument

E. **Tort Claims Act.** The City and its “public employees” as defined in the New Mexico Tort Claims Act do not waive any sovereign immunity, defense, or limitation of liability pursuant to law. No provision of this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act

21. **Indemnification.** Advanced agrees to indemnify and hold harmless the City and all other tenants of the City from and against any and all claims, demands, costs, fees (including attorneys and other legal fees), fines, penalties, charges and demands by and liability directly or indirectly arising from Advanced’s actions or omissions.

22. **Release of Liability.** The City shall not be responsible for any personal injury, death, or property damage to Advanced, its agents, employees, officers, representatives, assigns, customers, patrons, or invitees nor shall the City be liable to Advanced for any loss or damage to Advanced’s personal property, equipment, furniture, or fixtures arising from any cause or causes whatsoever during the term of this Agreement, or during any further time that Advanced shall hold the Premises.

23. **Compliance with Laws.** Advanced shall comply with all applicable local, state, and

federal laws, ordinances, codes, orders, rules, regulations, and policies and shall obtain and maintain any and all permits, licenses, or certifications that may be necessary to carry out the operations contemplated by this Agreement, including, but not limited to all laws, rules, and regulations of the Federal Aviation Administration. Advanced shall require all its employees, officers, agents, representatives, assigns, customers, patrons, or invitees, and all others who enter onto the Premises to comply with all applicable local, state, and federal laws, ordinances, codes, rules, regulations, and policies. Specifically, but without in any way limiting the forgoing:

A. **Government Agreements.** This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development or improvement of the Airport, to the extent that the provisions of any existing or future agreements are generally required by the United States or other governmental authority or other civil airports receiving such funds. The City agrees to provide Advanced with written notice of any provisions which would adversely modify the material terms of this Agreement

B. **War or Emergency.** All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this agreement inconsistent with the operation of the Airport by the United States of America.

C. **Security.** Advanced, its officers, employees, agents, and those under its control, shall comply with security measures required of Advanced by the Federal Aviation Administration, Federal Transportation Administration or contained in any airport master security plan approved by said agency or agencies.

D. **Storm Water Regulations.** Advanced acknowledges that the Airport is subject to federal storm water regulations 40 CFR Part 122, for vehicle maintenance shops (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the airport as defined in these regulations and, as applicable, State of New Mexico storm water regulations. Advanced further acknowledges that it is familiar with the storm water regulations; that it conducts or operates vehicle and aircraft maintenance, equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for failing to comply or submitting false information, including fines and imprisonment for knowing violations. Advanced acknowledges and agrees that it will undertake all reasonable necessary actions to assure compliance and minimize the exposure of storm water (and snowmelt) to "significant materials", generated, stored, handled or otherwise used by Advanced by adhering to the requirements and Best Management Practices (BMP) as defined in the Federal Storm Water Regulations and applicable storm water discharge permit(s). All deicing shall be done at the south end of the ramp near the deicing machine hookup or at such other location or locations identified by the City so as to prevent runoff into the main airport drain.

Any penalties and costs levied as a result of Advanced's breach of any of applicable local, state,

or federal law, ordinance, code, order, rule, regulation, or policy shall be borne solely by Advanced. Notwithstanding any other provision of this Agreement, Advanced agrees to indemnify and hold harmless the City and all other tenants of the City from and against any and all claims, demands, costs, fees (including attorneys and other legal fees), fines, penalties, charges and demands by and liability directly or indirectly arising from Advanced's actions or omissions, including failure to comply with the Advanced's obligation under this paragraph. Indemnification with respect to occurrences during the term of this Agreement shall survive any termination, cancellation or non-renewal of this Agreement.

24. **Assignment, Mortgage, or Sublease.** Neither Advanced nor its successors or assigns shall assign, mortgage, pledge, or encumber this agreement or sublet the Premises in whole or in part or permit the Premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law without the prior written consent of the City in each instance. If there is an approved assignment, Advanced shall continue to be liable hereunder in accordance with the terms and conditions of this Agreement and shall not be released from the performance of the terms and conditions hereof. The consent by the City to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Advanced from obtaining the express written consent of the City to any future transfer of interest.

25. **Default or Breach.** Each of the following events shall constitute a default or breach of this Agreement:

A. **Bankruptcy Filing.** If Advanced, while in possession of the Premises, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

B. **Involuntary Proceedings.** If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Advanced, or if a receiver or trustee shall be appointed for all or substantially all of the property of Advanced and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment.

C. **Failure to Comply.** If Advanced fails to perform or comply with any of the conditions of this Agreement, and if the nonperformance shall continue for a period of fifteen (15) days after notice thereof by the City to Advanced, or if the performance cannot be reasonably had within the fifteen (15) day period, and Advanced shall not in good faith have commenced performance within the fifteen (15) day period and then diligently proceeded to completion of performance.

D. **Vacation of Premises.** If Advanced shall vacate or abandon the Premises.

E. **Transfer of Agreement.** If this Agreement shall be transferred to or shall pass to or devolve to any other person or party, except in the manner specified herein.

26. **Effect of Default.** In the event of default hereunder as set forth in this Agreement, the rights of the non-defaulting party shall be as follows:

A. **Cancel.** The non-defaulting party shall have the right to cancel and terminate this

Agreement. On expiration of the time fixed in the notice, this Agreement and all rights, title, and interest of the defaulting party hereunder shall terminate in the same manner and with the same force and effect, except as to the defaulting party's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined

B. **Payment.** The non-defaulting party may elect, but shall not be obligated, to make any payment required of the defaulting party herein or comply with any agreement, term, or condition required hereby to be performed by the defaulting party, and the non-defaulting party shall have the right to enter the Lease Premises for the purpose of directing or remedying any such default and to remain until the default has been corrected or remedied; but any expenditure for correction by the non-defaulting party shall not be deemed to waive or release the default of the defaulting party or the right of the non-defaulting party to take any action as may be otherwise permissible or to seek other remedy under the law.

27. **Waiver.** The failure of the City to insist upon strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the City may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any term or condition.

28. **Termination.** Either party may terminate this Agreement without cause by providing the other party with written notice of its intention to terminate this Agreement at least Sixty (60) days prior to the termination date

29. **Surrender of Possession.** Advanced shall, on the last day of the term of this Agreement or on earlier termination and forfeiture of this Agreement, peaceably and quietly vacate, quit, surrender and deliver the Premises, including all buildings, additions, and improvements constructed or placed thereon by Advanced, except movable trade fixtures, to the City free of subtenancies, all in good condition and repair. Any trade fixtures or personal property installed and owned by Advanced, if not removed within thirty (30) days of the termination of this Agreement, if the City shall so elect, shall be deemed abandoned and become the property of the City without any payment or offset thereof. The City shall have the right to re-enter upon and possess the Premises as if this Agreement had not been undertaken by the parties.

30. **Notice.** All notices permitted or required by the terms of this Agreement shall be in writing and be deemed to have been duly given and delivered, if mailed, certified postage prepaid:

If to City:

The City of Carlsbad c/o City Administrator
P.O. Box 1569
Carlsbad, NM 88220

If to Advanced:

Advanced Air, LLC.
12101 Crenshaw Blvd Suite 100
Hawthorne, CA 90250

The parties shall notify each other in writing of any change in the above names or addresses.

31. **Entirety of 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 understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. The parties expressly waive any other or further representations, warranties, or agreements not set forth in this document. This Agreement cannot be changed except by a written instrument subsequently executed with the same formalities as with this Agreement. This Agreement and the terms and conditions hereof apply to and are binding upon the heirs, legal representatives, successors, and assigns of both parties.

32. **New Mexico Law.** The Agreement shall be construed in accordance with New Mexico law.

33. **Arbitration.** Should any dispute arise between the parties in connection with the Agreement and if such dispute cannot be resolved by discussion between the parties, the parties agree to submit the unresolved dispute to binding arbitration in lieu of litigation. The parties expressly consent to holding all arbitration proceedings in Eddy County, New Mexico.

34. **Venue.** The parties agree that, in the event any legal action arising out of this Agreement is permitted to be brought other than in arbitration, such action shall be brought in the District Court of Eddy County, New Mexico for the Fifth Judicial District. The parties expressly consent to both in person and subject matter jurisdiction of the Eddy County District Court and agree that venue shall properly lie in the Eddy County, New Mexico District Court.

35. **Worker's Compensation.** Advanced agrees to comply with any and all applicable state laws, rules, and regulations regarding workers' compensation benefits for its employees. Should Advanced fail to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

36. **Procurement Code Penalties.** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, as it may be amended from time to time, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

37. **Successors and Assigns.** All of the terms, covenants, conditions, and agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

38. **Captions.** The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.

33. **Exhibits.** Any instrument or document made and attached to this Agreement shall

constitute a part hereof as though set forth in full in the body of this Agreement, whether made a part hereof by reference or whether made a part hereof by attachment.

CITY OF CARLSBAD:

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

ADVANCED AIR, LLC.:




LEVI STOCKTON, PRESIDENT

STATE OF *California*)
) ss.
COUNTY OF *Los Angeles*)

G.S. The foregoing instrument was acknowledged before me this 18th day of September,
2021, by, Levi Stockton, President, Advanced Air, LLC.
2023

My commission expires: November 11th 2026


Notary Public

See Attached Certificate

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

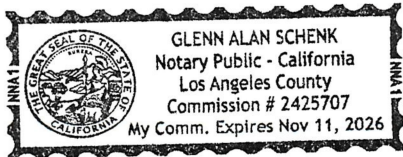
On September 18th 2013 before me, Glenn Alan Schenk, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Levi Stockton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Glenn Alan Schenk
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease Agreement Advanced Air, LLC

Document Date: N/A Number of Pages: 14

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

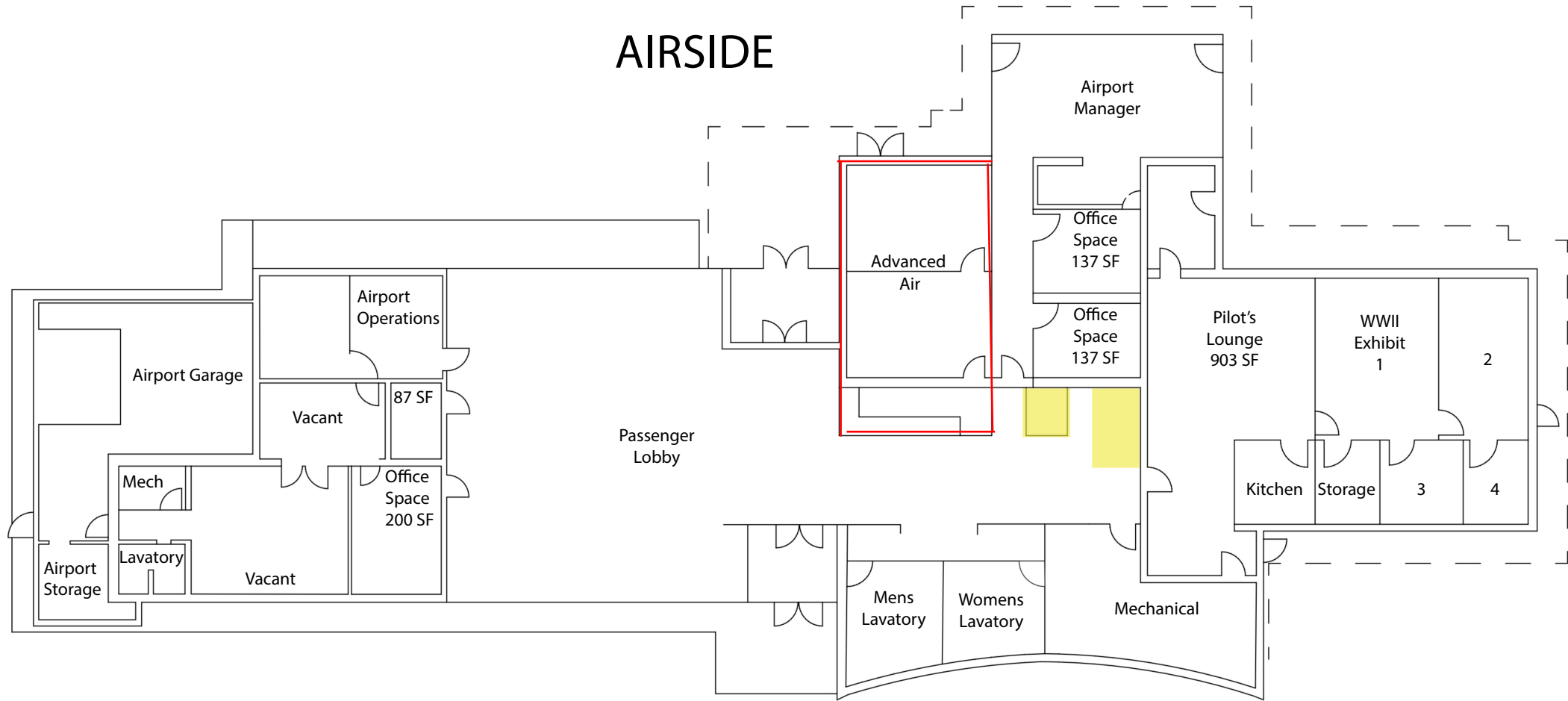
Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

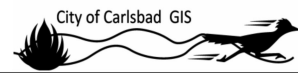
AIRSIDE



LANDSIDE

Cavern City Air Terminal
Carlsbad, NM

City of Carlsbad
Leasehold Exhibit



CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM
PURCHASING RECOMMENDATION

Council Meeting Date: 10/10/23

Department: Golf	BY: Matt Fletcher, CPO	Date: 10/03/23
SUBJECT: Equipment Description: Approval of Lease Agreement for Mowing Equipment for Lake Carlsbad Golf Course		

*M. Fletcher
10/4/23*

SYNOPSIS: Qty 1	Total Est. Cost	\$ 6,133.08	Total Actual Cost	\$ 6,133.08
Budgeted Yes	Est. City Share	\$ 6,133.08	Actual City Share	\$ 6,133.08
Account # 10146-61200		\$ 6,133.08		
Account # _____		_____		
Account # _____		_____		
Account # _____		_____		
TOTAL		\$ 6,133.08		

BACKGROUND, JUSTIFICATION AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The City leases greens keeping equipment for the maintenance of the Lake Carlsbad Golf Course. These leases typically renew every 48 months and the City acquires new leased equipment.

The City recently received new lease documents for four pieces of equipment used to maintain the putting greens.

The City requests authorization for the City Administrator to sign the lease agreement with John Deere Financial. The annual cost of the leased equipment will be \$6,133.08.

Requested action to be taken by Council: Other: Approve Lease Agreement 020-0062341-010	Council Action Taken: Select one	Date: 10/05/2023
Reviewed by City Administrator:/s/John Lowe		

POST BID/RFP RECOMMENDATION	Council Meeting Date:
Requested action to be taken by Council: Select one	Council Action Taken: Select one
Date:	
ADDITIONAL INFORMATION:	
Reviewed by City Administrator:	

ATTACHMENT(S): Specifications Bid/RFP Summary Other: Lease Agreement 020-0062341-010



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	020-0062341-010
Master Lease Agreement No.	0062341

Lessee: (Name & Address)	CITY OF CARLSBAD 101 N HALAGUENO ST., CARLSBAD, NM 88220-4943
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Property Tax	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
10/01/2023	10/01/2027	48	\$498.71	\$12.38	\$0.00	\$511.09	\$1.00

*If part of the regular scheduled lease payment

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$511.09
01	10/01/2023	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$511.09
				**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Purchase Option. Provided (1) you are not in default; (2) we receive all amounts you owe us on or before the Lease Term End Date, on the Lease Term End Date, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of this Schedule for a Time Price equal to the sum of (1) all Lease Payments due and to become due hereunder, (2) the Origination Fee, and (3) the Purchase Option Price. By executing this Schedule, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Master Agreement or this Schedule, or refunded to you.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your

electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Supplier <small>(Name & Address)</small>	UNITED AG & TURF 809 STEVE HAWKINS PKWY, MARBLE FALLS, TX 78654
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EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Payment	Purchase Option
2023	ALV	TURFLINE STAR SLITTER	SSL08-0782-0783-0784		\$101.74	\$1.00
	OTH	TURFLINE QA5 FRAME	JD25QA5		\$194.44	
	OTH	TURFLINE VACU-CUTTER INSERT 32 BLADE	VCT32		\$113.49	
	OTH	TURFLINE VACU-BRUSH SOFT	VBS		\$89.04	

Equipment Location	901 MUSCATEL AVE, CARLSBAD, NM, 88220-9287	OUTSIDE city limits: <input checked="" type="checkbox"/>	EDDY COUNTY
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BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943
By:	_____
	JOHN LOWE, CITY ADMINISTRATOR
Date:	_____

LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Date: _____	



JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	020-0062341-010
Master Lease Agreement No.	0062341

Lessee: (Name & Address)	CITY OF CARLSBAD 101 N HALAGUENO ST., CARLSBAD, NM 88220-4943
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF CARLSBAD, as Lessee ("you" or "your"). Pursuant to Section 8 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. Other.

- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. Invoices for Excess Wear And Tear.

Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943	LESSOR	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____	By: _____	_____
	JOHN LOWE, CITY ADMINISTRATOR		
Date:	_____	Date: _____	_____



**JOHN DEERE
FINANCIAL**

Delivery and Acknowledgment



Lease Schedule No.	020-0062341-010
Master Lease Agreement No.	0062341

Lessee: (Name & Address)	CITY OF CARLSBAD 101 N HALAGUENO ST, , CARLSBAD, NM 88220-4943
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE	CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943
By: 	_____
	JOHN LOWE, CITY ADMINISTRATOR
Date: 	_____

LESSOR	DEERE CREDIT, INC. 6400 N.W.86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Date: _____	



JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	020-0062341-010
Master Lease Agreement No.	0062341

Lessor: (Name & Address)	CITY OF CARLSBAD 101 N HALAGUENO ST. , CARLSBAD, NM 88220-4943
Lessee:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE	CITY OF CARLSBAD 101 N HALAGUENO ST CARLSBAD, NM 88220-4943
By: _____ JOHN LOWE, CITY ADMINISTRATOR	
Date: _____	

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



**JOHN DEERE
FINANCIAL**

Advance Lease Payment Invoice

Due Date:	10/01/2023
Total Due:	\$511.09

Billing Address:	Updated Billing Information:
CITY OF CARLSBAD PO BOX 1569 CARLSBAD, NM 88221-1569	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number:	0062341
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App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
276456	ALV	STAR	SSL08-0782-0783-0784	10/01/2023	\$511.09	\$0.00	\$0.00	\$511.09

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (888) 777-2560 Fax: (888) 777-2561	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.

STAPLE ADVANCE LEASE PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

Automatic Payment Enrollment



- I accept Autopay enrollment at this time.
- I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: _____

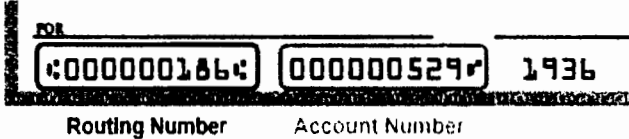
Type of Account: Checking Savings

Routing Number # (9 digit): _____

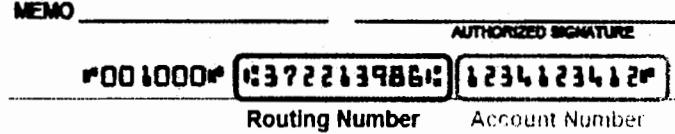
Bank Account Number: _____

Examples: (a voided check is not required)

Personal Check



Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
13998077	CITY OF CARLSBAD,		

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-Onn transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my bank account.

I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.

Bank Account Owner Signature

Date

Bank Account Owner Phone Number

CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM

Council Meeting Date: October 10, 2023

DEPARTMENT: Transit	BY: Joshua Moore	DATE: Oct. 02, 2023
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SUBJECT: Memorandum of Agreement between the New Mexico Department of Transportation and the City of Carlsbad/Carlsbad Municipal Transit System

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

This is the Memorandum of Agreement between the NMDOT and the City of Carlsbad for FY 2024 U.S.C. Section 5311 and/or Section 5339(b) Programs. This program provides public transportation for the citizens of Carlsbad. The agreement is for a combined total of \$1,029,421.06 for Administrative, Operating, and Capital Costs.

Amount Awarded:

	Total	Federal	Local
Administrative (80/20)	\$218,464.94	\$174,771.95	\$43,692.99
Operating (50/50)	\$810,956.12	\$405,478.06	\$405,478.06
Capital (80/20)	\$0.00	\$0.00	\$0.00
Total Administrative, Operating, and Capital	\$1,029,421.06	\$580,250.01	\$449,171.05

Amount Requested: (for comparison)

	Total	Federal	Local
Administrative (80/20)	\$218,464.94	\$174,771.95	\$43,692.99
Operating (50/50)	\$810,956.12	\$405,478.06	\$405,478.06
Capital (80/20)	\$172,800.50	\$138,240.40	\$34,560.10
Total Administrative, Operating, and Capital	\$1,202,221.56	\$718,490.41	\$483,731.15

DEPARTMENT RECOMMENDATION: If it is the pleasure of the City Council, it is recommended that the agreement for public transportation U.S.C. Section 5311 and/or Section 5339(b) be approved.

BOARD/COMMISSION/COMMITTEE ACTION:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> P & Z | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Cemetery Board | } <input type="checkbox"/> APPROVED |
| <input type="checkbox"/> Museum Board | <input type="checkbox"/> San Jose Board | <input type="checkbox"/> Water Board | |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board | <input type="checkbox"/> Beautification Committee | } <input type="checkbox"/> DISAPPROVED |

Reviewed by: City Administrator: /s/John Lowe	Date: 10/05/2023
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ATTACHMENT: FY 2024 Memorandum of Agreement for Section 5311/5339(b) Programs

FISCAL YEAR 2024 (FY 24)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF CARLSBAD

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF CARLSBAD** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient’s governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words “Public Transportation” shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 24

City of Carlsbad	Federal
Administration (80/20) Section 5311	\$ 174,771.95
Operating (50/50) Section 5311	\$ 405,478.06
Capital to Sub-recipient (80/20) Section 5339	\$ -
Total Administration, Operating and Capital	\$ 580,250.01

Vehicle purchase funds that are not obligated by contract by August 31, 2024, may revert to the Department. Capital equipment acquisition funds that are not obligated by contract by August 31, 2025, may revert to the Department. Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2026, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary Program, Assistance Listing number 20.526. (**Attachment A.**) The Department’s share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and/or non-vehicle capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient is to submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month. Reimbursement requests for non-vehicle capital shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

For Subrecipients that receive capital assistance for vehicle purchases, the Department shall either reimburse the Subrecipient or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within sixty (60) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program.
- D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2023. Costs incurred under this agreement for Administration and Operating expenses from October 1, 2023, to September 30, 2024, are eligible for reimbursement. Vehicle purchase funds obligated by contract by August 31, 2024, are eligible for reimbursement. Capital equipment acquisition funds obligated by contract by August 31, 2025, are eligible for reimbursement. Capital rehab/renovation and construction project funds obligated by contract by August 31, 2026, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, 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 the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Post Delivery Inspection forms shall be completed before the vehicle is placed into service. The forms shall be uploaded to the corresponding vehicle inventory in BlackCat. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.
- G. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- H. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- I. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- J. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- K. All program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- L. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- M. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- N. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages

arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

- O. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month.
- B. **Vehicle/Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report *all* vehicle/facilities inventories within the BlackCat system as well as updates to the vehicle/facilities inventories as they occur.
- C. **Quarterly Section 5310 Ridership and Vehicle Inventory Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after the quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively. For 4th quarter reports, subrecipients shall upload certificates of insurance documenting compliance with *Section 13. Insurance*.
- D. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- E. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients will submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- F. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15.
- G. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- H. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in Drug and Alcohol Compliance Reviews by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- I. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- J. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

28. No Federal Government Obligation to Third Parties.

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Transit Employee Protection Guidelines.

The Section 5307 Subrecipient agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code. The Subrecipient shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, and protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

32. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

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

33. DBE Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2023 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

34. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

35. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be

made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

36. Lobbying.

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

37. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

38. Clean Water and Air Requirements.

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

39. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

40. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

42. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

43. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

- (i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a

privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

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

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

45. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

46. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,

- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

47. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

48. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

49. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

50. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

51. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

CITY OF CARLSBAD

NMDOT Cabinet Secretary or Designate

Signature

Name/Title (please print)

Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.


DocuSigned by:
John Newell
Assistant General Counsel
C750CEC1625D488...

9/29/2023

NMDOT Assistant General Counsel

Date

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.

ATTACHMENT A-1

§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);	Carlsbad, City of
(ii) Subrecipient's unique entity ID;	LKCDUTRJHFY6
(iii) Federal Award Identification Number (FAIN);	NM-2023-027
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2023 thru 09-30-2024
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$174,771.95 Operating \$405,478.06
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$174,771.95 Operating \$405,478.06
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$174,771.95 Operating \$405,478.06
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5311 Rural Transit Appropriation for FY24 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 Transportation David Harris - 505 -699-4350, DavidC.Harris@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;	20.509
(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
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the **CITY OF CARLSBAD**; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

- a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
 - (1) Subrecipient implements its Award,
 - (2) Subrecipient undertakes property acquisitions, and
 - (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:
 - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
 - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
 - (1) While the property is used for the purpose that the federal assistance is extended, or
 - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, or
 - (3) This assurance.
- f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
 - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
 - (2) U.S. DOT regulations, 49 CFR part 21, and
 - (3) Federal transit law, 49 U.S.C. § 5332.
- g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
 - (1) Subrecipient,
 - (2) Transferee,
 - (3) Third Party Contractor or Subcontractor at any tier,
 - (4) Successor in Interest,
 - (5) Lessee, or
 - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
 - (1) Subagreement at any tier,
 - (2) Property transfer agreement,
 - (3) Third party contract or subcontract at any tier,

NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for CITY OF CARLSBAD; hereinafter referred to as “Subrecipient.”

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation’s Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

This Agreement is incorporated into Subrecipient’s financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:
Signature of Subrecipient Official
Phone Number:
Printed Name of Subrecipient Official

**City of Carlsbad
Personnel Department**

**Action Report
Month of September 2023**

City of Carlsbad
 Personnel Department Action Report
 Month of September 2023

EMPLOYEE REPORT	Beginning of Month	New Hires	Terminations	Transfers In	Transfers Out	End of Month
Full-Time Employees	421	6	2	0	0	425
Part-Time/Temp Employees	60	1	6	0	0	55
Total Employees	481	7	8	0	0	480
Administrative	20	0	0	0	0	20
Judicial	8	0	1	1	0	8
Finance	18	0	0	0	0	18
Police	103	0	0	0	1	102
Fire	59	5	0	0	0	64
Community Development	104	1	6	0	0	99
Planning & Regulation	12	0	0	0	0	12
Utilities	74	1	0	0	0	75
Transportation & Facilities	83	0	1	0	0	82
TOTAL	481	7	8	1	1	480

WEEKLY INDEMNITY	Beginning of Month	New Claims	Released To Work	Terminated	End of Month
Employees on WI	5	2	4	0	3

UNEMPLOYMENT CLAIMS	Claims Received	Claims Returned	Claims Denied	Claims Approved	Claims Pending	Claims Appealed
Current Month	0	0	0	0	0	0

DRUG TESTS	Number Given
Pre-employment	7
Probationary	0
Post Accident	15
Random	0
Periodic	0
Probable Cause	0

PHYSICAL EXAMINATIONS	Number Given
Pre-employment	7
Return to Work Evaluation	0
Functional Capacity Evaluation	0

TESTING	Number Given
None	

VACANCIES BID	Department
Code Enforcement Officer	Planning & Regulation
Infrastructure Inspector	Projects
Street Sweeper Operator	Street

VACANCIES ADVERTISED	Applications Received
Animal Control Officer	4
Custodian	9
Electrician	Pending
Firefighter/EMT	22
Heavy Equipment Operator	Pending
Information Specialist	3
Infrastructure Inspector	Pending
Master Mechanic	Pending
Museum Attendant	13
Patrolman	Pending
Transit Driver, on-call	Pending



CITY OF CARLSBAD

FY 2023 - 2024

DEPARTMENT OF UTILITIES

AUGUST 2023

Ivan M. Abell, Director of Utilities

ENVIRONMENTAL SERVICES REPORT

AUGUST 2023

Environmental Services:	Current Month	Previous Month	Calendar Year to Date
State and Federal Environmental Violations by City	0	0	0
Environmental Assessments (CDBG, P&Z, Drilling)	0	0	0
Environmental Compliance Inspections	0	0	0
Criminal Complaints Filed	0	0	0
Environmental Projects or Programs	0	0	1
Grease Interceptors Inspections	0	0	0

Laboratory:	Current Month	Previous Month	Calendar Year to Date
Municipal Water Sampling/Analysis:			
Wellfield Chemical Characteristic Analysis	39	48	346
Partial Wellfield Chemical Characteristics	29	38	266
Monitoring Wells Chemical Analysis	5	3	25
Total Coliform Analysis	40	40	320
Fecal Coliform Analysis	0	0	0
Chlorine Residual Tests (DE)	23	21	173
Special Chemicals (BTEX, Ammonia, Nitrite)	0	0	0

Municipal Wastewater Sampling/Analysis (Reads):	Current Month	Previous Month	Calendar Year to Date
Chemical Oxygen Demand Tests	0	0	0
Biochemical Oxygen Demand	15	12	105
Total Suspended Solids Tests	15	12	105
Volatile Alkalinity Tests	0	0	0
E-Coli on Effluent	15	12	105
Metals/TCLP/PCB/M2 Sampling on Sludge	0	0	0
Fecal Coliform Analysis on Sludge (Compost)	1	2	3
Effluent Chemical Characteristic Analysis	1	1	8

DMR Bench Sheet:	Current Month	Previous Month	Calendar Year to Date
Influent BOD Avg. (Lbs.)	6,256	6,700	53,037
Effluent BOD Avg. (Lbs.)	44.89	14	908
BOD Removal (%)	99.28	100	786
Influent TSS Avg. (Lbs.)	7,760	7,933	60,184
Effluent TSS Avg. (Lbs.)	67.53	17	660
TSS Removal (%)	99.13	100	789

ENVIRONMENTAL SERVICES REPORT

AUGUST 2023

Private Well Analysis:	Current Month	Previous Month	Calendar Year to Date
Total Coliform Analysis	59	46	346
Total Coliform Analysis (Construction)	2	0	6
Number of Positives for Confirmation	8	3	13
Chemical Characteristics Analysis	0	0	2
Environment Department Mediated Tests	0	0	0
Lake Carlsbad E-Coli Analysis Performed	30	24	95
Lake Carlsbad Beach Closures Due to Bacterial Count	0	0	0

Golf Course (Reclaimed) Water Analysis (NMED Groundwater Discharge Permit):	Current Month	Previous Month	Calendar Year to Date
Nitrate	5	4	35
Total Kjeldahl Nitrogen	0	0	0
Total Dissolved Solids	1	1	8
E-Coli Analysis	15	12	102
Chemical Characteristics	0	0	0
Other NMED-Required Testing (Chlorides, etc.)	1	1	8

Remarks:



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 ou=Env Services Lab,
 email=raguilar@cityofcarlsbadnm.com, c=US
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Richard Aguilar,
Environmental Svcs. Superintendent

Solid Waste Department Summary

August 2023

	This Month	Previous Month	Last Year	Calendar Year to Date
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Garbage Collection (ARC)

Number of ARC Trucks in Operation	19 of 25	16 of 18	16 of 18	
Tons Collected and Delivered to Landfill	2,431.17	2,130.92	2027.19	17,346.51
Number of Trips to Landfill	347	295	346	2431

Residential and Commercial Services

Number of Residential Services	0	10095	10149	10,149
Number of Commercial Services	0	989	995	995
Number of New Residential Services	0	11	9	220
Number of New Commercial Services	0	4	4	44

*Data not available

Container Maintenance

Number of 3 CuYard Containers Repaired	34	42	25	235
Number of 3 CuYard Containers Replaced	1	10	26	64
Number of 1.5 CuYard Containers Repaired	0	0	0	2
Number of 1.5 CuYard Containers Replaced	0	0	1	2
Number of 96 gallon Containers Repaired	117	115	54	716
Number of 96 gallon Containers Replaced	29	103	70	287
Number of 96 gallon Lids Replaced	32	23	21	275
Number of 96 gallon Wheels Replaced	85	92	33	441
Number of 1.5 CuYard Lids Repaired	0	0	0	4
Number of 3 CuYard Lids Repaired	0	12	9	32
Number of New 96 Gallon Roll-outs Provided	45	36	9	90

Trash/Yard Waste Residential Collection (Grappler)

Number of Trucks in Operation	4 Of 7	4 Of 7	157.77	
Tons of Trash Delivered to Landfill	150.19	165.46	52	1,422.62
Number of Trips to Landfill	50	55	0	472
Green Waste Collected and Delivered to WWTP (TONS)	0.00	0	0	0.00
Number of trips to WWTP	0	0	0	0

Solid Waste Department Summary

August 2023

This Month Previous Month Last Year Calendar Year to Date

Sandpoint Landfill Operation

Waste Received from Carlsbad (Tons)	4,547.25	4,441.63	4,565.29	36,629.89
Waste Received from Artesia (Tons)	2,315.03	1,955.53	1,913.54	18,053.09
Waste Received from Eddy County (Tons)	4,700.72	3,028.38	2,488.22	27,874.21
Waste Received from Others (Tons)	103.89	137.47	52.44	1,078.54
Tipping Fees received at Gate	\$4,430.84	\$3,576.11	9,443.80	\$48,457.60
Tipping fees Billed	\$150,168.05	\$95,769.54	95,533.04	\$929,981.11
Solid Waste Facility Permit Violations	0	0	0.00	0


Convenience Station

Tons of Trash Collected and Delivered to Landfill	531.41	401.20	491.32	3,992.38
CuYards of Glass	0.00	0.00	0.00	0.00
Tons of Metal	27.70	9.13	12.73	133.68
Green Waste Collected and Delivered to WWTP (TONS)	0.00	0.00	0.00	0.00
Number of trips to WWTP	0	0	0.00	0

Roll Off Rentals

Fees Billed	\$35,120.00	\$29,283.00	29,047.67	\$264,453.83
Tons of Refuse Collected and Delivered to Landfill	212	191.13	295.30	1,863.53
No. of 40 CuYard Containers Rented	0	0.00	0.00	0.00
No. of 30 CuYard Containers Rented	58	47.00	45.00	427.00
No. of 25 CuYard Containers Rented	0	0.00	0.00	0.00
No. of 15 CuYard Containers Rented	0	0.00	0.00	1.00

REMARKS: * No Data


 Albert Moisa, Solid Waste Superintendent
 9-12-23

 Date

Carlsbad Municipal Water System Report

Aug-23

Acre Ft.

Production Figures:

This Month **Previous Month** **Year to Date**

Pumped from Sheep's Draw (Ac. Ft.)	1223.34	1,232.41	6404.87
Water Imported from Double Eagle (Ac. Ft.)	21.82	50.26	525.67
Water delivered to Livestock (Ac. Ft.)	0.59	0.77	3.41
Water Sold to Apartments (Ac. Ft.)	16.64	16.41	103.28
Water Sold to Commercial Accounts (Ac. Ft.)	206.65	223.72	1218.84
Water Sold to Government Accounts (Ac. Ft.)	80.45	87.98	375.86
Water Sold to Industrial Accounts (Ac.Ft.)	0.21	0.17	0.95
Water Sold to Residential Accounts (Ac.Ft.)	702.70	896.31	4000.00
Record Only Accounts (Ac.Ft.)	2.16	2.23	10.96
Water Sold to Semi-Commercial Accounts (Ac.Ft.)	23.98	25.40	129.55
Safe Drinking Water Act Violations	0	0	0

Wells:

Number in Operation (Sheep's Draw) **	8/9	9/9	
KWH Consumed	963,840	972,240	5,141,880
Capitan Aquifer Level (Ft. from Surface @ #6)	393.70	393.50	
Number of New Water Services Installed	7	10	86

Meters:

Total in Service	12,717	12,706	
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Fire Hydrants:

In Service	879	879	
Out of Service	0	1	
Repaired	1	0	14

Remarks:

City Line Locates - 210
DE Line Locates - 66
** Well 9 is down

Ron Myers

Digitally signed by Ron Myers
DN: cn=Ron Myers, o=City of Carlsbad, ou=Water Department, e=rmyers@cityofcarlsbad.com, c=US
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Ron Myers, Superintendent

CARLSBAD WATER SYSTEM WELL OPERATION
Aug-23

WELL	POWER CONSUMPTION X 400			WATER PRODUCTION X 1000				ENGINE HOUR CLOCK			WATER LEVELS			
	CURRENT MONTH	LAST MONTH	KWH CONSUMED	CURRENT MONTH	LAST MONTH	GALLONS PUMPED	ACRE FEET	CURRENT MONTH	LAST MONTH	HOURS RUN	GPM	STATIC	PUMPED per Hour Meter (gal)	gal/kwh
1	6234	6133	40,400	69,991	52,325	17,666,000	54.22	718.9	543.1	175.8	1,750		18,459,000	525
2	2396	2358	15,200	36,700	31,210	5,490,000	16.85	12512.3	12430.1	82.2	1,200		5,918,400	420
3	6520	6293	90,800	592,136	557,827	34,309,000	105.29	39304.5	38942.8	361.7	1,600		34,723,200	375
4	23094	22840	101,600	807,500	768,518	38,982,000	119.63	53988	53611.3	376.7	1,750		39,553,500	257
5	21353	20995	143,200	1,433,530	1,371,039	62,491,000	191.78	64413.6	63916.1	497.5	1,200		35,820,000	348
6	40241	39087	184,640	1,163,768	1,085,838	77,930,000	239.16		0	445.4	2,800	393.7	74,827,200	421
7	37405	36841	225,600	724,590	627,714	96,876,000	297.30	6795.6	5962.2	833.4	1,950		97,507,800	424
8	35548	35146	160,800	613,062	548,180	64,882,000	199.12	15493.7	14710.1	783.6	1,350		63,471,600	389
9	12882	12878	1,600	613,952	613,952	0	0.00		0		1,600		0	324
10												402.60		
TOTAL KWH CONSUMED			963,840	TOTAL PUMPED		398,626,000	1,223.34	TOTAL HOURS RUN		3,556.3	OIL		TOTAL CHLORINE USED	
											57.5		2,012	
Reservoir No. 4 Meter			Total Gallons Pumped Comparison				Total Rainfall			Notes				
Inlet This Month X 1000		5,010,070		THIS MONTH		398,626,000	1,223.34				Wells #4 and #5 on State Trust Land			
				LAST YEAR, SAME MONTH		276,488,000	848.51							
Inlet Last Month X 1000		4,608,903		DIFFERENCE		122,138,000	374.83							
Total Inlet		401,167,000		* corrected										

**MUNICIPAL WATER SYSTEM
WATER RIGHTS PUMPED (C-76)
ACRE FEET**

(9867 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2002	297.16	268.70	440.91	704.96	958.06	1,066.88	1,341.56	1,074.79	774.52	485.05	280.99	155.99	7849.57
2003	270.84	203.99	505.94	1,064.03	1,206.94	1,122.78	1,343.98	1,076.39	775.41	685.53	305.27	409.57	8970.67
2004	385.42	439.36	489.06	680.19	948.71	1,063.84	1,068.05	798.52	772.40	451.14	364.15	414.64	7875.48
2005	332.30	318.24	425.71	655.91	878.61	1,123.12	1,338.81	773.36	830.12	609.54	478.07	445.90	8209.69
2006	395.24	416.50	606.61	799.07	1,145.49	1,165.26	1,141.96	699.68	536.40	574.84	453.79	372.30	8307.14
2007	386.96	350.66	480.44	665.57	629.51	1,062.65	841.31	964.52	740.42	672.37	485.02	446.90	7726.33
2008	452.24	668.55	705.92	934.92	1,060.06	1,454.74	1,040.96	900.29	768.43	684.45	505.09	456.16	9631.81
2009	458.70	519.36	694.55	871.85	1,095.02	1,202.19	951.06	980.82	809.14	666.16	529.67	420.61	9199.13
2010	422.56	352.26	539.69	327.39	1,150.19	1,219.15	848.31	1,057.28	738.68	677.68	503.09	461.84	8298.12
2011	474.73	536.44	800.88	973.90	1,238.89	1,355.98	1,423.54	1,226.62	886.11	776.71	540.43	454.95	10689.18
2012	466.85	431.44	701.69	810.10	828.11	1,185.27	901.47	1,013.28	806.85	652.17	480.34	461.15	8738.72
2013	423.91	412.36	633.53	822.91	947.12	1,047.09	800.86	925.05	727.29	611.46	451.84	377.93	8,181.35
2014	388.31	383.82	557.69	701.51	872.84	1,031.98	1,122.07	893.82	552.90	541.69	414.16	391.00	7,851.79
2015	428.54	369.38	490.96	711.13	732.60	903.17	919.01	994.43	789.98	522.56	432.59	418.96	7,713.31
2016	408.24	364.58	449.03	573.56	672.93	921.77	1,157.49	791.59	541.42	587.72	443.39	442.94	7,354.66
2017	394.41	415.24	615.73	768.14	921.14	883.20	1,007.00	726.66	715.10	536.59	482.95	484.39	7,950.55
2018	484.78	402.92	640.20	750.65	991.56	1,023.15	954.69	853.04	684.90	530.89	386.73	404.76	8,108.27
2019	392.03	408.30	501.88	712.74	920.31	919.36	931.82	860.57	880.60	570.04	425.02	400.18	7,922.85
2020	424.96	402.62	508.41	896.76	983.81	1,161.49	1,242.85	1,055.78	1,045.26	625.06	411.27	463.48	9,221.75
2021	368.52	418.64	712.43	726.13	809.60	837.98	793.40	764.24	715.36	652.05	455.84	403.35	7,657.54
2022	336.78	376.58	515.94	882.91	973.98	975.97	1,147.87	848.51	773.62	493.31	404.67	435.85	8,165.99
2023	330.74	313.20	484.97	823.91	916.36	1,079.94	1,232.41	1,223.34					6,404.87

Sheep Draw Water Pumped - Acre Feet 9867 Acre Feet Available Per Year

Difference

	January	February	March	April	May	June	July	August	September	October	November	December	Total	
													9867	
1999	259.97	275.11	485.12	694.64	798.54	839.80	903.86	1,102.11	751.40	534.43	395.59	253.70	7,294.27	2,572.73
Total		535.08	1,020.20	1,714.84	2,513.38	3,353.18	4,257.04	5,359.15	6,110.55	6,644.98	7,040.57	7,294.27		
2000	303.85	377.05	592.71	710.82	1,063.12	1,168.66	1,072.41	1,134.64	886.90	487.13	260.33	278.46	8,336.08	1,530.92
Total		680.90	1,273.61	1,984.43	3,047.55	4,216.21	5,288.62	6,423.26	7,310.16	7,797.29	8,057.62	8,336.08		
2001	379.10	340.60	389.50	714.80	1,129.68	1,083.53	1,341.71	1,074.96	612.54	662.35	356.80	276.27	8,361.84	1,505.16
Total		719.70	1,109.20	1,824.00	2,953.68	4,037.21	5,378.92	6,453.88	7,066.42	7,728.77	8,085.57	8,361.84		
2002	297.16	268.70	440.91	704.96	958.06	1,066.88	1,341.56	1,074.79	774.52	485.05	280.99	155.99	7,849.57	2,017.43
Total		565.86	1,006.77	1,711.73	2,669.79	3,736.67	5,078.23	6,153.02	6,927.54	7,412.59	7,693.58	7,849.57		
2003	270.84	203.99	505.94	1,064.03	1,206.94	1,122.78	1,343.98	1,076.39	775.41	685.53	305.27	409.57	8,970.67	896.33
Total		474.83	980.77	2,044.80	3,251.74	4,374.52	5,718.50	6,794.89	7,570.30	8,255.83	8,561.10	8,970.67		
2004	385.42	439.36	489.06	680.19	948.71	1,063.84	1,068.05	798.52	772.40	451.14	364.15	414.64	7,875.48	1,991.52
Total		824.78	1,313.84	1,994.03	2,942.74	4,006.58	5,074.63	5,873.15	6,645.55	7,096.69	7,460.84	7,875.48		
2005	332.30	318.24	425.71	655.91	878.61	1,123.12	1,338.81	773.36	830.12	609.54	478.07	445.90	8,209.69	1,657.31
Total		650.54	1,076.25	1,732.16	2,610.77	3,733.89	5,072.70	5,846.06	6,676.18	7,285.72	7,763.79	8,209.69		
2006	395.24	416.50	606.61	799.07	1,145.49	1,165.26	1,141.96	699.68	536.40	574.84	453.79	372.30	8,307.14	1,559.86
Total		811.74	1,418.35	2,217.42	3,362.91	4,528.17	5,670.13	6,369.81	6,906.21	7,481.05	7,934.84	8,307.14		
2007	386.96	350.66	480.44	665.57	629.51	1,062.65	841.31	964.52	740.42	672.37	485.02	446.90	7,726.33	2,140.67
Total		737.62	1,218.06	1,883.63	2,513.14	3,575.79	4,417.10	5,381.62	6,122.04	6,794.41	7,279.43	7,726.33		
2008	452.24	668.55	705.91	934.92	1,060.06	1,454.74	1,040.96	900.29	768.43	684.45	505.09	456.16	9,631.80	235.20
Total		1,120.79	1,826.70	2,761.62	3,821.68	5,276.42	6,317.38	7,217.67	7,986.10	8,670.55	9,175.64	9,631.80		
2009	458.70	519.36	694.55	871.85	1,095.02	1,202.19	951.06	980.82	809.14	666.16	529.67	420.61	9,199.13	667.87
Total		978.06	1,672.61	2,544.46	3,639.48	4,841.67	5,792.73	6,773.55	7,582.69	8,248.85	8,778.52	9,199.13		

Sheep Draw Water Pumped - Acre Feet 9867 Acre Feet Available Per Year

Difference

	January	February	March	April	May	June	July	August	September	October	November	December	Total	
														9,867.00
2011	474.73	536.44	800.88	973.90	1,238.89	1,355.98	1,423.54	1,226.62	886.11	776.71	540.43	454.95	10,689.18	-822.18
Total		1,011.17	1,812.05	2,785.95	4,024.84	5,380.82	6,804.36	8,030.98	8,917.09	9,693.80	10,234.23	10,689.18		
2012	466.85	431.44	701.69	810.10	828.11	1,185.27	901.47	1,013.28	806.85	652.17	480.34	461.15	8,738.72	1,128.28
Total		898.29	1,599.98	2,410.08	3,238.19	4,423.46	5,324.93	6,338.21	7,145.06	7,797.23	8,277.57	8,738.72		
2013	423.91	412.36	633.53	822.91	947.12	1,047.09	800.86	925.05	727.29	611.46	451.84	377.93	8,181.35	1,685.65
Total		836.27	1,469.80	2,292.71	3,239.83	4,286.92	5,087.78	6,012.83	6,740.12	7,351.58	7,803.42	8,181.35		
2014	388.31	383.82	557.69	701.51	872.84	1,031.98	1,122.07	893.82	552.90	541.69	414.16	391.00	7,851.79	2,015.21
Total		772.13	1,329.82	2,031.33	2,904.17	3,936.15	5,058.22	5,952.04	6,504.94	7,046.63	7,460.79	7,851.79		
2015	482.54	369.38	490.96	711.13	732.60	903.17	919.01	994.43	789.98	522.56	432.59	418.96	7,767.31	2,099.69
Total		851.92	1,342.88	2,054.01	2,786.61	3,689.78	4,608.79	5,603.22	6,393.20	6,915.76	7,348.35	7,767.31		
2016	408.24	364.58	449.03	573.56	672.93	921.77	1,157.49	791.59	541.42	587.72	443.39	442.94	7,354.66	2,512.34
Total		772.82	1,221.85	1,795.41	2,468.34	3,390.11	4,547.60	5,339.19	5,880.61	6,468.33	6,911.72	7,354.66		
2017	394.41	415.24	615.73	768.14	921.14	883.20	1,007.00	726.66	715.10	536.59	482.95	484.39	7,950.55	1,916.45
Total		809.65	1,425.38	2,193.52	3,114.66	3,997.86	5,004.86	5,731.52	6,446.62	6,983.21	7,466.16	7,950.55		
2018	484.78	402.92	640.20	750.65	991.56	1,023.15	954.69	853.04	684.90	530.89	386.73	404.76	8,108.27	1,758.73
Total		887.70	1,527.90	2,278.55	3,270.11	4,293.26	5,247.95	6,100.99	6,785.89	7,316.78	7,703.51	8,108.27		
2019	392.03	408.30	501.88	712.74	920.31	919.37	931.82	860.57	880.60	570.04	425.02	400.18	7,922.86	1,944.14
Total		800.33	1,302.21	2,014.95	2,935.26	3,854.63	4,786.45	5,647.02	6,527.62	7,097.66	7,522.68	7,922.86		
2020	438.73	387.20	523.69	928.40	1,015.17	1,177.81	1,120.57	1,062.19	1,066.47	539.88	430.40	463.48	9,153.99	713.01
Total		825.93	1,349.62	2,278.02	3,293.19	4,471.00	5,591.57	6,653.76	7,720.23	8,260.11	8,690.51	9,153.99		
2021	368.01	418.64	712.43	726.13	809.60	837.98	793.40	764.24	715.36	652.05	455.84	403.35	7,657.03	2,209.97
Total		786.65	1,499.08	2,225.21	3,034.81	3,872.79	4,666.19	5,430.43	6,145.79	6,797.84	7,253.68	7,657.03		
2022	336.78	376.58	515.94	882.91	973.98	975.97	1,147.87	848.51	773.62	493.31	404.67	435.85	8,165.99	1,701.01
Total		713.36	1,229.30	2,112.21	3,086.19	4,062.16	5,210.03	6,058.54	6,832.16	7,325.47	7,730.14	8,165.99		
2023	330.74	313.20	484.97	823.91	916.36	1,079.94	1,232.41	1,223.34					6,404.87	3,462.13
Total		643.94	1,128.91	1,952.82	2,869.18	3,949.12	5,181.53	6,404.87	6,404.87	6,404.87	6,404.87	6,404.87		

**MUNICIPAL WATER SYSTEM
WATER SOLD
ACRE FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2002	361.07	373.67	374.24	527.03	956.91	1164.77	996.81	977.93	1153.18	607.92	431.21	301.17	8225.93
2003	391.07	304.91	404.05	598.44	999.69	1030.55	1061.59	1169.02	1046.52	731.67	559.33	342.90	8639.75
2004	418.82	310.23	337.47	479.72	685.58	983.31	984.35	814.65	763.90	475.02	413.97	302.17	6969.19
2005	368.27	275.02	299.95	503.81	693.61	840.97	1296.63	886.95	754.89	658.48	468.42	377.74	7424.74
2006	414.11	677.07	450.26	678.99	725.58	1280.61	1083.09	705.47	564.79	572.49	430.08	334.08	7916.62
2007	354.13	318.22	380.07	437.50	653.63	756.31	899.69	774.47	896.99	541.76	530.36	344.60	6887.72
2008	326.32	375.13	413.71	627.22	842.55	1025.43	943.54	855.66	605.32	559.79	494.03	0.00	7068.68
2009	439.03	352.25	614.56	2321.13	1268.55	1211.80	1099.85	927.66	1030.30	765.46	976.92	564.86	11572.39
2010	567.77	471.98	547.89	757.41	1272.59	1066.67	1081.09	913.03	1105.63	1031.30	950.35	786.38	10552.09
2011	444.27	760.40	774.56	1233.94	1338.54	1352.52	1717.55	1405.40	1347.32	924.66	874.25	677.51	12850.91
2012	565.38	642.97	581.75	926.04	848.01	1000.31	1440.24	1151.94	1237.78	866.01	865.02	670.56	10796.01
2013	616.99	671.05	645.27	975.32	1,049.04	1,249.35	944.16	951.65	1,058.15	785.76	592.98	469.93	10009.65
2014	475.55	470.88	507.96	653.04	920.21	1,041.43	1,157.15	978.54	953.20	558.14	550.55	417.07	8683.72
2015	554.03	282.77	520.21	624.18	758.14	800.23	985.58	863.21	1,068.91	639.91	478.42	448.68	8024.27
2016	456.11	302.09	482.13	615.67	708.66	828.42	1,071.60	820.33	623.25	460.13	368.12	305.64	7042.15
2017	389.78	306.60	440.10	639.30	654.47	838.50	1,049.46	698.97	675.47	504.34	369.98	684.50	7251.47
2018	422.34	332.74	345.80	670.09	971.05	975.33	966.38	858.30	871.28	451.67	438.60	355.77	7659.35
2019	393.08	359.27	350.49	565.35	639.70	890.80	994.24	830.84	887.72	711.06	476.89	347.64	7447.08
2020	336.09	374.53	311.89	657.80	838.33	1,080.68	1,158.21	1,069.16	1,120.70	917.05	479.84	350.70	8694.98
2021	414.83	317.62	365.17	767.91	768.47	825.78	709.15	954.68	597.34	740.70	354.75	355.25	7171.65
2022	367.25	360.67	349.75	693.40	752.88	1,174.27	944.39	940.34	746.92	652.02	422.08	417.17	7821.14
2023	415.22	425.35	388.23	673.31	718.62	934.58	1,252.39	1,033.06					5840.76

* No info available due to transition of new billing system.

MUNICIPAL WATER SYSTEM METERS IN SERVICE

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2002	10,385	10,398	10,360	10,396	10,485	10,486	10,492	10,479	10,512	10,468	10,448	10,534
2003	10,453	10,420	10,550	10,505	10,549	10,682	10,604	10,670	10,688	10,631	10,586	10,606
2004	10,608	10,541	10,617	10,624	10,627	10,678	10,700	10,730	10,671	10,672	10,684	10,597
2005	10,581	10,552	10,635	10,618	10,645	10,733	10,757	10,747	10,725	10,695	10,692	10,669
2006	10,676	10,669	10,663	10,704	10,687	10,759	10,720	10,746	10,739	10,711	10,670	10,645
2007	10,633	10,661	10,679	10,717	10,726	10,814	10,801	10,786	10,740	10,735	10,761	10,753
2008	10,804	10,784	10,809	10,826	10,836	10,880	10,861	10,875	10,820	10,758	10,713	
2009	10,747	10,881	11,126	11,179	11,156	11,232	11,160	11,184	11,158	11,169	11,182	11,107
2010	11,132	11,105	11,201	11,157	11,208	11,221	11,216	11,225	11,201	11,205	11,184	11,165
2011	11,271	11,292	11,256	11,270	11,281	11,349	11,331	11,333	11,327	11,300	11,267	11,224
2012	11,249	11,229	11,277	11,305	11,333	11,353	11,368	11,370	11,319	11,332	11,344	11,321
2013	11,290	11,361	11,415	11,405	11,412	11,450	11,488	11,527	11,507	11,478	11,482	11,442
2014	11,501	11,709	11,803	11,807	11,848	11,893	11,919	11,988	12,001	12,022	11,892	11,993
2015	11,865	11,871	11,916	12,014	11,957	12,153	12,062	12,087	12,020	11,968	11,825	11,978
2016	11,854	12,116	12,166	12,125	12,143	12,224	12,170	12,219	12,162	12,076	11,979	11,948
2017	12,053	12,014	12,173	12,213	12,173	12,223	12,205	12,376	12,213	12,300	12,204	12,288
2018	12,315	12,307	12,329	12,384	12,452	12,531	12,472	12,479	12,467	12,408	12,577	12,352
2019	12,440	12,386	12,556	12,508	12,653	12,656	12,698	12,827	12,644	12,804	12,708	12,653
2020	12,769	12,731	12,859	12,827	12,844	12,926	12,912	13,057	12,996	13,265	12,812	12,799
2021	12,830	12,920	12,945	13,205	13,026	13,162	*	*	*	*	*	*
2022	*	*	*	*	*	*	*	*	*	*	*	12,980
2023	12,572	12,604	12,610	12,646	12,627	12,676	12,706	12,717				

* No info available due to transition of new billing system.

**AIRPORT WELLS
WATER RIGHTS PUMPED
ACRE FEET**

(61.24 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	0.59	0.62	1.08	0.83	1.83	3.64	2.31	3.67	2.27	2.01	1.67	1.87	22.41
2013	0.89	2.32	2.26	1.18	1.28	1.73	1.9	3.69	2.01	2.62	1.99	1.06	22.93
2014	1.86	0.73	1.04	1.55	0.66	0.20	3.17	0.96	0.37	1.89	0.80	0.61	13.84
2015	0.03	0.07	0.03	1.02	1.59	2.47	2.57	2.96	2.13	1.35	2.46	1.57	18.25
2016	1.14	2.21	3.25	3.48	2.43	1.45	0.064	0.031	0.002	0.016	0.00	0.058	14.13
2017	0.07	0	0.16	0.31	0	0.51	0.55	0.022	0.00	0	0.18	0.14	1.94
2018	0.00	0.07	0.06	0.082	0.303	0.00	0.002	0.002	0.002	0.002	0.001	0.002	0.53
2019	0.00	0.023	0.36	0.56	1.17	2.72	2.13	2.67	2.60	2.60	1.33	1.99	18.15
2020	0.48	1.04	0.49	1.47	0.61	1.37	0	0.99	1.55	2.03	0.46	0.35	10.84
2021	0.77	0.34	0.45	0.71	0.94	2.01	1	1.56	0.92	0.83	1.21	0.61	11.35
2022	0.89	0.62	0.95	0.27	0.21	0.33	0.9	0.08	0.12	0.01	0.03	0	4.41
2023	0.00	0.00	0.00	0.40	0.52	3.75	3.61	1.76					10.04

**AIRPORT WELLS
WATER SOLD
ACRE FEET**

2011	1.18	1.09	3.76	3.87	3.32	3.91	3.32	1.69	3.5	3.25	3.99	0.81	33.69
2012	2.36	2.65	3.77	3.84	1.27	3.02	2.66	4.22	2.62	2.3	2.65	1.28	32.64
2013	1.32	1.11	0.88	0.49	0.64	1.67	1.78	2.70	1.22	0.97	1.20	0.95	14.93
2014	1.15	0.05	1.51	0.82	0.07	0	0.44	0.27	0.01	0.02	0.01	0.01	4.36
2015	0.01	0	0	0	0	1.04	1.78	3.12	1.12	1.60	2.07	1.25	11.99
2016	1.4	2.14	2.86	3.35	2.18	1.22	0.04	0.03	0	0.02	0	0	13.235
2017	0	0	0.15	0	0	0.48	0.53	0.00	0	0.00	0.00	0	1.16
2018	0	0	0	0	0	0	0	0.00	0	0.00	0.00	0	0
2019	0	0	0.33	0.052	0	0.031	0.031	0.00	0.37	0.29	0.51	0.08	1.694
2020	0.04	6.27	0.38	1.21	0.58	1.17	0.31	0.00	1.5	1.75	0.40	0.29	13.9
2021	0.84	0.17	0.42	0.73	0.92	1.9	1.36	1.26	1.17	0.64	0.95	0.79	11.15
2022	*	*	*	*	*	*	*	*	*	*	*	*	0
2023	0	0	0	0	0.73	0.55	1.35	3.70					6.33

Note: Water Sold Report is always one month behind.

*no info available

WATER CUTOFFS

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012		227	231	299	198	270	216	274	219	504	293	408	3139
2013	260	309	321	438	267	362	267	315	236	254	362	291	3682
2014	343	360	433	239	353	185	363	399	288	373	484	307	4127
2015	397	254	252	355	256	273	299	303	266	307		535	3497
2016	414	440	298	297	360	239	345	163	177	212	240	172	3357
2017	268	210	265	279	158	231	170	195	166	228	221	177	2568
2018	241	301	120	139	235	153	227	152	206	216	368	199	2557
2019	257	270	334	143	238	147	222	251	235	256	341	217	2911
2020	172	172	235	0	0	0	0	0	0	643	0	0	1222
2021	0	0	0	428	341	255	0	0	0	0	0	0	1024
2022	0	0	797	324	394	345	457	285	276	0	0	0	2878
2023	506	275	291	318	305	277	319	232					2523

**SHOOTING RANGE WELL
WATER RIGHTS PUMPED
ACRE FEET**

(3 Acre Ft. Available Per Year)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2013	0.05	0.03	0.12	0.16	0.18	0.28	0.21	0.32	0.16	0.20	0.08	0.05	1.84
2014	0.07	0.10	0.16	0.10	0.13	0.29	0.34	0.31	0.17	0.18	0.11	0.10	2.06
2015	0.08	0.07	0.12	0.12	0.11	0.12	0.12	0.26	0.21	0.12	0.08	0.09	1.50
2016	0.07	0.08	0.10	0.07	0.10	0.22	0.16	0.09	0.04	0.04	0.037	0.031	1.04
2017	0.009	0.01	0.03	0.02	0.04	0.10	0.04	0.055	0.046	0.05	0.03	0.034	0.47
2018	0.04	0.02	0.04	0.02	0.02	0.03	0.02	0.03	0.025	0.025	0.034	0.058	0.37
2019	0.061	0.05	0.06	0.05	0.03	0.03	0.01	0.02	0.02	0.02	0.086	0.080	0.51
2020	0.003	0.00	0	0	0.00	0.00	0.05	0.06	0.06	0.043	0.043	0.000	0.26
2021	0	0	0	0	0.00	0.03	0.02	0.02	0.09	0.03	0.02	0.04	0.25
2022	0.01	0.01	0.02	0.02	0.02	0.01	0.2	0.01	0.02	0.02	0.02	0.02	0.38
2023	0.01	0.02	0.02	0.02	0.06	0.02	0.02	0.02					0.19

**SUNSET GARDEN WELL
WATER RIGHTS PUMPED
ACRE FEET**

(28.2 Acre Ft. Available Per Year)

2012											10.75	0	10.75
2013	0.00	0.00	0.00	1.51	4.53	4.47	2.98	5.09	1.73	0.51	0.00	0.00	20.82
2014	0.00	0.00	0.00	0.00	0.00	0.00	6.81	2.58	0.53	0.00	0.00	0.00	9.92
2015	0.00	0.00	0.07	2.68	2.84	1.93	1.13	2.72	4.71	1.47	2.17	0.26	19.98
2016	0.13	1.89	3.37	4.30	4.49	4.11	4.66	0.82	0.00	0.00	0.00	0.00	23.77
2017	0.00	0.00	2.60	3.92	3.87	3.63	4.18	2.97	0.33	0.00	0.00	1.38	22.88
2018	0.00	0.07	0.00	1.48	3.53	3.74	1.57	3.46	2.79	1.00	0.00	0.00	17.64
2019	0.00	0.00	0.04	2.56	4.36	4.57	2.72	4.60	3.06	1.04	0.28	0.00	23.23
2020	0.13	0.55	1.06	2.53	3.77	1.58	3.97	3.97	3.81	2.46	0.78	0.29	24.90
2021	0.0045	0.00	1.06	2.23	3.09	3.29	3.36	2.23	2.60	1.07	1.49	1.41	21.84
2022	0.03	0.00	0.31	1.88	3.20	3.74	3.45	2.60	2.30	0.64	0.47	0.70	19.32
2023	0.00	0.02	0.73	2.40	3.43	3.49	0.83	3.03					13.93

WOOD FARM WELLS

1,000,000 325850

*1,000,000 /325850 Formula do not delete

2011	0.08	0.90	11.80	9.78	22.64	22.54	18.60	19.88	37.60	8.30	2.20	0.02	154.34
2012	0.00	4.81	9.11	11.16	11.79	18.76	10.00	11.69	15.24	1.89	0.05	0.64	95.13
2013	0.35	0.61	7.29	12.51	16.04	16.64	10.62	16.57	8.61	4.90	2.34	0.27	96.75
2014	1.36	1.79	6.64	10.62	16.04	22.07	21.01	13.50	3.31	4.42	0.12	0.25	101.13
2015	0.29	1.31	4.58	13.01	37.20	2.17	11.54	20.96	8.74	1.62	0.44	0.55	102.41
2016	0.27	2.67	14.42	13.03	22.09	30.57	33.17	15.94	8.18	15.31	1.38	1.44	158.47
2017	1.62	0.93	11.50	17.68	24.58	29.33	29.59	11.05	14.91	8.18	1.56	1.43	152.36
2018	5.02	3.40	12.61	15.47	26.22	28.31	27.69	24.12	34.65	5.79	11.50	1.96	196.74
2019	4.11	2.42	0.01	14.42	49.65	0.70	25.05	21.72	26.74	13.96	7.00	7.03	172.81
2020	1.14	3.17	12.31	28.72	29.58	30.38	32.01	27.83	27.48	11.13	10.67	5.49	219.91
2021	6.43	4.67	13.65	12.36	10.29	18.34	18.00	12.59	17.68	14.25	9.66	0.00	137.92
2022	1.30	2.77	10.51	18.12	17.91	21.45	25.31	19.20	11.97	11.94	10.19	5.43	156.10
2023	10.89	6.93	13.21	15.06	19.29	27.86	35.38	30.59					159.21

Water Department Summary
Double Eagle Water System
Aug-23
Acre Ft.

Production Figures: This Month Previous Month Year to Date

Water:

Pumped from Double Eagle (Ac. Ft.)	75.07	86.57	917.46
Water Exported to Carlsbad Municipal System	21.82	50.26	525.67
Water delivered to "Paying Livestock Water" Customers (Ac. Ft.)	0.95	0.59	3.91
Water delivered to "Free Livestock Water" Customers (Ac. Ft.)	0.99	1.56	8.97
Water sold to "Governmental Domestic Water" Customers (Ac. Ft.)	0.32	0.28	3.67
Water sold "Commercial Domestic Water" Customers (Ac. Ft.)	0.01	0.02	0.57
Water sold to "Industrial Water" customers (Ac. Ft.)	8.62	8.17	48.08
Water delivered to WIPP (Ac. Ft.)	1.76	1.35	11.22
Water Used by CSW - New Well Const.	0	0	0.00
Safe Drinking Water Act Violations	0	0	0.00

Wells:

Wells in Operation	19	19	
KWH consumed*	60,366	72,238	867,907
Total No. of Wells	23	23	
Ogallala Aquifer Level at Hudson 1	124.30	124.19	
Tatum Aquifer Level	118.86	119.17	
Meters in Service	66	66	

Distribution Figures:

Transmission Lines:

Line Extension (feet)	0	0	0
Line Replacement (feet)	0	0	80
Leaks (Main Lines)	7	4	53
Leaks (Service Lines)	0	0	0
Number of Isolating Valves Operated	2	2	26
Number of Isolating Valves Serviced	0	0	0
Number of Pressure Reducing Valves Serviced	0	1	2
Number of Air Relief Valves Serviced	0	0	0

Remarks:

Wells Down - C-3, AMB-1, AMB-3, CR-16, CR-17,CR-4, CR15A, CR19, CR10
* Not available

Ron Myers

Ron Myers, Water Superintendent

Double Eagle Well Operation Aug-23

Well	Status	Water Production				Power Consumption			Motor Hours			Well Information		
		Present Read	Previous Read	Water Pumped		Present Read	Previous Read	KWH	Current	Previous	Hours Run	Avg GPM	Static Water Elevation	Pumping Elevation
				Gallons	Acre Ft.									
AMBASSADOR # 1	Neptune/ Trident											off		
AMBASSADOR # 4	Well Inoperable													
AMBASSADOR # 3	Well Inoperable					7,496	7,149	347				off		
C-11	McCrometer	45,052,181	42,727,531	2,324,650	7.13	158,281	152,790	5,491						
C-10	McCrometer	41,865,345	40,077,751	1,787,594	5.49	194,947	189,158	5,789						
C-6	Mc Crometer	48,439,172	47,927,678	511,494	1.57	547,746	546,419	1,327	21,658.7	21,614.1	44.6	140		
CAPROCK # 19	Mc Crometer Mag	34,281,454	34,281,454	0	0.00	32,127	32,048	79	16,557.6	16,557.6	0	25		
CAPROCK # 13	Mc Crometer	95,310,084	95,309,901	183	0.00	202,280	202,173	107	20,750.6	20,750.5	0.1	140		
C-9	McCrometer	33,015,399	30,960,504	2,054,895	6.31	142,072	137,901	4,171		0.0				
CAPROCK # 20	Sensus/ Omni	93,031,578	91,645,511	1,386,067	4.25	209,748	207,467	2,281	11,253.4	11,135.1	118.3	150		
CAPROCK # 10	Mc Crometer	452	0	452	0.00	114,855	114,831	24	0.0	0.0	0	90		
C-8	McCrometer	47,806,896	45,787,774	2,019,122	6.20	140,203	135,898	4,305		0.0				
C-7	McCrometer	27,418,961	26,162,977	1,255,984	3.85	101,823	98,730	3,093		0.0				
CAPROCK # 18	Sensus/ Omni	803,622	0	803,622	2.47	51,711	49,217	2,494	11,915.8	11,729.1	186.7	90		
CAPROCK # 6	Neptune/ Trident	144,128,134	143,752,897	375,237	1.15	84,383	80,733	3,650	29,178.1	28,965.2	212.9	105		
CAPROCK # 4	McCrometer	37,240,142	35,670,846	1,569,296	4.82	57,934	53,258	4,676	15,840.1	15,206.1	634	45		
CAPROCK # 1	Mc Crometer	38,460,689	37,096,887	1,363,802	4.19	147,241	143,664	3,577	19,209.4	18,575.9	633.5	30		
Frontier # 2	Mc Crometer	42,826,445	42,505,642	320,803	0.98	4,679	3,840	839	18,418.5	18,285.4	133.1	30		
Frontier # 1	Sensus/ Omni	43,717,124	42,381,288	1,335,836	4.10	172	0	172	27,135.4	26,815.9	319.5	50		
FRONTIER # 3	Mc Crometer	55,709,895	55,595,567	114,328	0.35	41,337	41,012	325	14,863.1	14,848.9	14.2	140		
C-2	Mc Crometer	15,588,118	11,017,340	4,570,778	14.03	31,968	22,835	9,133	941.3	923.8	17.5	160		
HUDSON # 1	Octave	19,915,299	18,582,153	1,333,146	4.09	241,319	238,410	2,909	11,232.9	10,994.7	238.2	130		
CAPROCK # 14	Mc Crometer	57,392,107	57,392,103	4	0.00	146,727	146,635	92	9,681.2	9,681.2	0	110		
CAPROCK # 15A	Mc Crometer	32,406,782	32,406,782	0	0.00	32	31	1	9,913.9	9,913.8	0.1	130		
CAPROCK # 21	Mc Crometer	74,640,060	73,305,738	1,334,322	4.09	193,446	189,420	4,026	14,235.8	13,959.8	276	65		
C-1	Mc Crometer	55,200,653	55,200,653	0	0.00	113,539	112,119	1,420	17,412.3	17,337.1	75.2	110		
CAPROCK # 2	Well Inoperable													
CAPROCK # 3	Well Inoperable													
CAPROCK # 5	Well Inoperable													
C-5	Well Inoperable													
C-4	Mc Crometer													
C-3	Mc Crometer													
CAPROCK # 17	Mc Crometer											80		
CAPROCK # 16	Mc Crometer											off		
Boosters		9,866,615	9,866,615	0	0.00	205,099	193,799	11,300	10999.9	10999.9	0			
2 MG RESERVOIR						1,210	1,172	38						
Totals				24,461,615	75.07			71,666			2903.90			

Meter Reads in Barrels
 Ambassadors #1 & #3 - Wells Inoperable
 C-3, & Caprock #16 - Wells Inoperable
 Meter Changed Out
 Meter removed.

**DOUBLE EAGLE WATER SYSTEM
WATER RIGHTS PUMPED
ACRE FEET**

7648 Acre Ft. Available Per Year

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2003	122.27	104.02	106.63	131.16	131.94	108.31	137.27	122.89	129.50	122.80	83.40	125.20	1,425.39
2004	94.10	99.14	108.96	88.59	85.29	104.91	80.47	96.62	108.99	99.07	84.00	132.98	1,183.12
2005	81.06	73.83	91.00	90.00	110.71	129.71	103.80	125.81	89.55	91.54	92.55	103.75	1,183.31
2006	99.66	92.01	109.29	75.35	137.85	132.18	86.22	98.53	96.51	96.88	103.45	82.69	1,210.62
2007	73.12	78.65	99.85	73.60	97.46	93.25	114.77	141.58	113.26	111.06	98.79	109.92	1,205.31
2008	108.28	117.41	93.89	110.54	91.87	107.59	103.60	134.80	114.37	126.79	119.45	139.80	1,368.39
2009	115.53	83.87	105.70	112.09	109.80	124.02	128.01	105.62	101.64	134.59	96.48	98.93	1,316.28
2010	98.23	113.03	134.55	139.75	121.56	152.79	139.33	180.08	160.27	158.58	167.75	151.88	1,717.80
2011	171.89	131.01	144.73	160.28	185.57	170.30	157.83	137.34	139.25	135.26	137.58	117.98	1,789.02
2012	112.77	108.16	110.15	110.62	111.76	186.92	141.80	163.02	72.61	134.45	161.72	175.64	1,589.62
2013	164.38	146.44	142.20	145.50	142.80	124.28	97.54	94.88	109.18	103.89	93.63	85.58	1,450.30
2014	85.93	86.42	87.69	97.98	125.16	108.77	144.13	120.58	98.47	114.24	102.38	107.72	1,279.47
2015	89.83	63.29	89.61	87.98	64.58	50.44	70.24	51.81	37.52	33.59	30.08	30.07	699.04
2016	30.64	38.22	36.18	26.75	28.85	34.75	32.22	33.35	23.61	26.72	29.06	31.03	371.38
2017	25.7	35.61	28.01	23.74	32.89	38.88	31.35	39.17	34.97	35.18	35.9	30.94	392.34
2018	40.13	23.75	34.02	35.14	39.33	42.3	31.46	43.72	38.41	37.23	35.01	31.7	432.20
2019	38.5	31.43	38.88	47.10	47.95	27.52	54.21	65.54	52.22	48.53	47.46	38.97	538.31
2020	33.11	23.96	37.75	38.84	68.02	54.59	77.21	59.61	62.09	51.36	93.76	34.66	634.96
2021	62.14	65.22	46.43	96.87	69.61	96.94	91.63	56.41	120.17	121.64	87.7	85.52	1,000.28
2022	68.37	81.29	92.93	110.89	112.75	115	78.14	79.49	131.9	119.22	93.76	138.36	1,222.10
2023	108.02	142.18	195.09	128.58	88.51	93.44	86.57	75.07					917.46

**DOUBLE EAGLE WATER SYSTEM
WATER SOLD/PROVIDED
ACRE FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2003	103.16	118.81	92.16	100.16	106.02	121.98	117.48	118.48	96.98	96.27	117.92	65.14	1,255
2004	77.06	132.54	98.28	113.37	95.77	156.29	95.71	102.28	75.52	133.76	82.88	78.70	1,242
2005	95.53	53.68	62.88	76.56	70.95	68.86	107.91	88.42	76.59	66.83	88.31	60.69	917
2006	68.06	68.09	64.04	74.07	54.60	73.13	70.56	65.77	63.28	71.94	70.15	67.72	811
2007	63.47	71.20	43.33	64.06	81.36	83.03	80.18	72.46	89.35	38.88	49.77	115.89	853
2008	73.31	54.99	170.85	58.17	113.89	87.58	112.17	93.30	54.07	113.46	87.57	0.00	1,019
2009	133.68	134.89	193.91	128.57	124.42	147.29	149.87	144.41	403.39	204.34	216.64	205.47	2,187
2010	166.20	147.23	156.74	206.90	262.81	159.74	235.21	209.27	261.26	289.04	249.98	202.71	2,547
2011	273.88	296.83	197.17	305.62	293.17	356.46	306.39	341.59	373.96	299.28	332.79	115.34	3,492
2012	70.53	108.07	365.95	127.64	147.59	169.53	110.81	151.82	168.33	94.88	158.73	145.76	1,820
2013	304.62	105.90	114.03	89.49	91.59	72.45	66.60	67.58	58.66	52.40	62.94	49.32	1,136
2014	60.02	54.78	73.24	66.94	80.62	76.05	68.73	80.55	75.86	58.67	67.36	63.32	826
2015	59.07	47.81	31.75	28.16	38.17	18.94	17.79	19.48	17.51	11.21	9.04	8.54	307
2016	11.61	8.13	9.02	7.07	5.58	4.20	7.95	6.37	7.11	4.21	3.57	3.61	78
2017	4.28	4.14	3.55	4.95	3.85	8.38	7.79	4.46	4.83	3.69	4.76	7.98	63
2018	6.59	9.34	3.65	6.59	7.74	7.76	11.90	10.94	10.64	4.89	8.53	4.29	93
2019	8.82	6.04	3.21	5.81	9.53	6.98	9.20	9.01	13.52	11.29	9.57	11.67	105
2020	8.15	8.88	6.63	7.80	8.57	11.79	12.75	11.66	9.38	8.64	8.64	11.87	115
2021	4.34	2.25	8.89	9.73	16.09	8.99	13.45	7.96	8.14	6.35	18.20	7.44	111.83
2022	4.86	4.86	7.35	8.99	11.39	11.67	13.44	12.63	11.79	7.41	8.69	5.88	108.96
2023	9.35	7.06	7.84	10.60	8.74	9.70	13.87	13.02					80.18

Note: Free Stock Included

17

** Number includes Paying Livestock/Free Livestock/Gov Domestic/Comm Domestic/Industrial/WIPP

WASTEWATER TREATMENT PLANT REPORT

August 2023

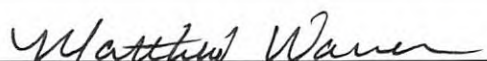
Wastewater:	Current Month	Previous Month	Calendar Year to Date
Total Effluent Discharge to Pecos River (Acre Ft.)	101.38	155.42	1,222.90
Treated Reuse Delivered to Mun. Golf Course (Acre Ft.)	95.01	74.55	528.35
Treated Reuse Sold to Rockhouse Ranch (Acre Ft.)	14.07	0.00	174.05
WWTP Irrigation Meter (Acre Ft.)	2.80	2.92	13.09
Total Reuse Pumped	111.88	77.47	715.49
After Hours Control Panel Alarms	7	0.00	17
KWH Consumed	194,080	183,360	1,585,126
NPDES Permit Violations	0	0	10
Sodium Hydrochloride for Reuse (Gallons)	162	220	1,608

Septage Disposal Report:	Current Month	Previous Month	Calendar Year to Date	
Total Number of Loads	143	130	1,413	
Taxed Gallons	310,136.25 x 0.10	\$29,113.60	\$28,642.88	\$478,703.90
Taxed Manifest Books / \$30.00	6 x \$30.00	\$120.00	\$30.00	\$1,140.00
Subtotal		\$29,233.60	\$28,672.88	\$479,843.90
5% Tax		\$1,461.68	\$1,433.64	\$23,992.23
Taxed Billing		\$30,695.28	\$30,106.52	\$503,836.13
Tax Exempt Gallons	57,875.00 x 0.10	\$4,004.00	\$5,112.00	\$121,959.49
Tax Exempt Manifest Books / \$30.00	0 x \$30.00	\$0.00	\$0.00	\$240.00
Taxed Exempt Billing		\$4,004.00	\$5,112.00	\$122,199.49
Total Billing		\$34,699.28	\$35,218.52	\$626,035.62

Biosolids:	Current Month	Previous Month	Calendar Year to Date
Total Compost Produced (Cu. Yds.)	0.00	257.00	2,574.00
Amount of Sludge Sent to Compost Operation (Cu. Yds.)	997.54	1559.00	1,844,584.48

Wastewater Discharge Characteristics:		Previous Month	Permit Limit
Average Biochemical Oxygen Demand (Lbs./Day)	44.89	74.96	293.00
Average Total Suspended Solids (Lbs./Day)	67.53	113.42	1,051.00
Average Flow (Million Gallons/Day)	1.29	1.64	NA
E.Coli (30 Day Avg.)	2.16	1.11	126.00

Remarks:


Matthew E. Warner, WW Superintendent

SEWER COLLECTIONS REPORT

Aug 23

Calendar

This Month Previous Month Year to Date

Collection Lines:

Total Mileage of Main Line in System			139
Line Extension (Ft.)	0	0	0
Line Replacement (Ft.)	6	0	109
Repairs on Main Lines	1	1	13
Main Line Stoppages	2	0	9
Number of Manholes and Cleanouts	0	0	0
Manholes Flushed	0	0	0
Manholes Repaired	0	0	7
Customer Service Repairs	0	0	6
Customer Complaints, All Other	12	4	58
Carlsbad Line Location Service	0	0	0
Double Eagle Line Location Service	0	0	0
Ft. Sewer Liner Cleaned/Rodded	5,300	580	23,430
Sewer Tap Inspections	0	0	0
Total No. of Customer Services	0	0	0
Total No. of New Cust. Services Installed	0	0	0

Lift Stations:

Total in Service			
Number of After-Hour Control Panel Alarms	2	0	16
Number of Repairs	0	0	0
KWH Consumed, Primary Lift Station	40640	37,600	430,720
KWH Consumed, All Other Lift Stations	14948	8,345	94,279

[Handwritten Signature] 8-5-23

**EFFLUENT DISCHARGE TO PECOS RIVER
ACRE / FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2000	275.31	248.42	260.88	233.80	316.16	282.37	276.77	278.69	311.94	258.03	349.52	325.73	3,417.62
2001	272.21	204.60	217.67	191.40	142.09	236.98	244.68	224.77	225.64	195.79	254.84	265.78	2,676.45
2002	266.35	232.01	263.62	256.99	225.81	190.74	250.02	214.79	206.30	244.07	207.28	239.84	2,797.82
2003	195.98	143.44	168.79	155.94	169.64	151.16	185.64	183.40	174.65	209.24	209.88	236.34	2,184.10
2004	232.32	213.56	223.88	291.51	274.82	213.81	209.05	186.17	199.53	241.73	280.59	208.26	2,775.23
2005	184.13	164.12	178.11	168.66	206.41	168.17	167.37	181.58	157.77	173.60	147.12	169.92	2,066.96
2006	141.87	127.02	172.99	140.40	140.92	169.70	174.86	188.76	197.39	185.97	178.88	182.23	2,000.99
2007	175.29	153.32	169.55	166.88	207.94	153.26	271.96	303.14	316.00	351.48	364.76	305.84	2,939.42
2008	259.44	239.22	252.53	246.40	228.69	180.08	206.35	210.09	240.35	261.89	258.89	171.21	2,755.14
2009	358.99	231.11	189.22	175.11	196.47	196.37	167.43	158.99	147.30	182.56	165.29	186.18	2,355.02
2010	179.80	164.40	171.85	172.47	136.28	138.37	220.04	174.07	196.08	190.49	192.02	181.35	2,117.22
2011	177.75	161.00	153.44	128.22	131.87	132.52	140.71	144.86	149.98	149.77	158.14	176.47	1,804.73
2012	177.26	133.35	158.96	132.17	197.54	139.17	163.09	149.43	143.97	124.39	140.86	183.20	1,843.39
2013	174.54	155.21	161.36	131.65	121.07	133.60	175.46	164.14	177.28	206.07	240.30	209.81	2,050.49
2014	210.63	150.47	156.04	153.06	160.67	157.52	218.21	280.09	284.34	255.76	244.57	224.53	2,495.89
2015	251.82	212.71	212.94	169.98	208.69	201.13	216.44	237.77	198.80	221.07	202.61	233.28	2,567.24
2016	250.84	215.81	203.86	199.36	220.94	213.33	202.97	238.61	251.05	230.03	217.11	202.17	2,646.08
2017	226.02	195.23	190.92	172.18	121.62	114.39	132.83	166.44	166.80	172.02	164.66	171.59	1,994.70
2018	180.72	134.33	132.78	116.31	115.83	119.59	129.91	152.77	160.73	184.72	166.96	175.48	1,770.13
2019	187.77	147.18	151.39	141.14	122.93	147.25	156.34	163.47	171.70	196.57	190.31	181.66	1,957.71
2020	171.87	152.55	144.74	108.70	129.17	128.14	127.36	133.91	137.49	147.44	150.85	168.11	1,700.33
2021	176.88	166.70	155.81	141.66	147.77	138.68	213.38	233.23	213.59	229.06	205.63	201.46	2,223.85
2022	215.85	180.58	165.29	88.93	133.36	132.40	154.29	155.42	159.82	200.87	194.49	193.65	1,974.95
2023	195.33	175.90	127.53	162.53	166.59	105.31	32.91	101.38					1,067.48

**EFFLUENT REUSE
ACRE / FEET**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2004	18.94	15.45	17.52	25.36	40.46	43.55	50.58	38.81	31.31	20.14	7.82	8.08	318.02
2005	6.96	5.99	14.35	35.49	31.91	43.54	45.14	30.45	37.52	25.95	25.12	20.74	323.16
2006	22.68	22.17	23.21	37.40	49.95	99.47	207.81	72.92	23.20	34.28	20.50	17.75	631.34
2007	13.63	13.91	24.14	31.79	27.52	49.34	36.59	38.53	32.68	25.42	12.77	13.64	319.96
2008	15.06	20.54	21.83	41.29	46.49	48.50	35.56	40.95	22.85	38.63	26.92	7.18	365.80
2009	16.77	20.71	26.54	40.51	39.84	41.08	44.08	51.38	49.33	43.70	27.62	11.71	413.27
2010	16.58	8.89	23.08	31.79	62.07	61.63	15.10	49.33	28.02	29.55	21.36	18.51	365.91
2011	14.69	8.13	38.05	54.54	56.44	52.72	55.45	50.42	49.73	44.67	23.78	7.38	456.00
2012	5.82	10.40	24.91	46.25	37.18	50.67	42.51	59.86	50.03	26.67	15.56	8.15	378.01
2013	8.68	7.48	21.68	38.81	58.76	53.68	37.15	36.50	21.42	29.52	12.20	14.36	340.24
2014	19.88	23.44	34.05	32.20	47.27	54.26	67.18	45.85	21.00	32.05	19.69	28.04	424.91
2015	7.33	13.31	21.93	47.89	49.49	75.50	63.51	46.70	44.23	16.48	17.41	12.08	415.86
2016	7.43	17.65	41.85	42.00	37.41	34.82	53.26	35.94	29.90	29.75	21.56	18.97	370.54
2017	10.85	15.78	32.93	38.92	58.76	70.39	69.88	42.35	41.26	32.46	17.40	10.48	441.46
2018	25.29	45.73	62.15	81.04	88.81	83.84	93.81	74.15	55.54	42.74	34.22	15.62	702.94
2019	18.09	35.37	50.54	63.17	87.76	78.14	89.60	85.06	68.66	48.29	26.89	27.94	679.51
2020	28.16	29.07	40.67	66.70	70.90	67.84	77.07	74.77	58.73	42.58	23.60	10.88	590.97
2021	7.76	6.75	44.46	41.16	47.64	63.50	37.20	40.37	10.15	33.27	30.33	13.21	375.80
2022	6.81	14.04	38.29	48.19	67.72	82.38	70.77	77.47	75.39	27.51	15.31	14.71	538.59
2023	12.63	10.61	83.36	56.85	58.04	127.63	177.03	111.88					638.03

ORDINANCE NO. 2023-_____

AN ORDINANCE REZONING PART OF “C-2” COMMERCIAL 2 DISTRICT TO “I” INDUSTRIAL DISTRICT FOR AN APPROXIMATELY 80.00 ACRE PROPERTY, LOCATED AT 3627 BOYD DR., LEGALLY DESCRIBED AS S2NE OF SECTION 24, TOWNSHIP 22S, RANGE 26E; PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, that:

The official zoning map of the City is hereby amended to rezone part of "C-2" Commercial 2 District to "I" Industrial District, for an approximately 80.00 acre property, located at 3627 Boyd Dr., legally described as:

S2NE OF SECTION 24, TOWNSHIP 22S, RANGE 26E

INTRODUCED, PASSED, ADOPTED AND APPROVED this 14th day of November, 2023.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2023-____

AN ORDINANCE REZONING PART OF "C-1" COMMERCIAL 1 DISTRICT TO "C-2" COMMERCIAL 2 DISTRICT FOR AN APPROXIMATELY 0.85 ACRE PROPERTY, LOCATED AT 319 KIRCHER ST., LEGALLY DESCRIBED AS TRACT 47A, SOUTHRIDGE REPLAT #2 AMENDED SUBDIVISION; PURSUANT TO SECTION 3-21-1 ET. SEQ. NMSA 1978 AND SECTIONS 56-150(B) AND 56-140(I), CARLSBAD CODE OF ORDINANCES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, that:

The official zoning map of the City is hereby amended to rezone part of "C-1" Commercial 1 District to "C-2" Commercial 2 District, for an approximately 0.85 acre property, located at 319 Kircher St., legally described as:

TRACT 47A, SOUTHRIDGE REPLAT #2 AMENDED SUBDIVISION

INTRODUCED, PASSED, ADOPTED AND APPROVED this 14th day of November, 2023.

DALE JANWAY, MAYOR

ATTEST:

CITY CLERK

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 10/10/23

Jeff Patterson

Department: Planning and Regulation	By: Jeff Patterson, Director	DATE: 10/4/2023											
<p>SUBJECT: Renewal of a Business License for Courtesy Sporting and Pawn in accordance with Carlsbad Code of Ordinances Chapter 28, Article II, Sec. 41-48 (as recently amended by Ordinance No. 2012-16) and Article V, Sec. 136-141.</p> <p>Applicant: Courtesy Sporting and Pawn 1095 N. Canal St. Carlsbad, NM 88220</p>													
<p>BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)</p> <p>Courtesy Sporting and Pawn, located at 1095 N. Canal Street, is requesting renewal of an annual business license. They have provided the bonding required by Section 28-136.</p> <p>On 9/22/2023, planning staff received a background check report from the police department. The background check recommended that Courtesy Sporting and Pawn and its owner be allowed to continue business within the City of Carlsbad.</p>													
<p>DEPARTMENT RECOMMENDATION: The Planning Department recommends approval.</p>													
<p>BOARD/COMMISSION/COMMITTEE ACTION: N/A</p> <table border="0"> <tr> <td><input type="checkbox"/> P & Z</td> <td><input type="checkbox"/> Lodgers Tax Board</td> <td><input type="checkbox"/> Cemetery Board</td> <td rowspan="2">} <input type="checkbox"/> APPROVED</td> </tr> <tr> <td><input type="checkbox"/> Museum Board</td> <td><input type="checkbox"/> San Jose Board</td> <td><input type="checkbox"/> Water Board</td> </tr> <tr> <td><input type="checkbox"/> Library Board</td> <td><input type="checkbox"/> N. Mesa Board</td> <td><input type="checkbox"/> Committee</td> <td>} <input type="checkbox"/> DISAPPROVED</td> </tr> </table>			<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> APPROVED	<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> Committee	} <input type="checkbox"/> DISAPPROVED
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Cemetery Board	} <input type="checkbox"/> APPROVED										
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board											
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> Committee	} <input type="checkbox"/> DISAPPROVED										

<p>Reviewed by City Administrator <u>/s/John Lowe</u> Date: <u>10/05/2023</u></p>

ATTACHMENT(S): Application, Bond, and Background Check



CITY OF CARLSBAD
 Planning, Engineering, and Development Dept.
 Phone: (575) 885-1185
 Fax: (575) 628-8379

NON-REFUNDABLE APPLICATION FEE:

Date: 9-18-2023

- \$25 Door to Door--City Solicitation License (as regulated by Sec. 28.161)
- \$25 Dance, per day
- \$200 Dance, per year
- \$50 Boxing, wrestling, fighting, or martial arts exhibitions or contests, per performance
- \$100 Carnival, circus, or menagerie, per day
- \$250 Pawnbroker, per year

**BUSINESS LICENSE
 (SPECIAL EVENTS/PAWNBROKERS)
 APPLICATION**

BUSINESS NAME:
Courtesy Sporting and Pawn LLC

TYPE OF BUSINESS/PURPOSE OF LICENSE:
Pawn + Retail

LOCATION OF BUSINESS (Physical Address):
1095 N Coral st.
Carlsbad NM 88220

NM ID #:
02.477199-00-6

MAILING ADDRESS:
1095 N. Coral st.
Carlsbad NM 88220

BUSINESS OWNER:
Shawn Mitchell

DATES OF LICENSE USE:

E-MAIL ADDRESS: Courtesy sporting and Pawn @ windstream.net
 PHONE NUMBER: 575.361.5626
 APPLICANT'S SIGNATURE:
[Signature]

FOR OFFICIAL USE ONLY

Solicitor's License? Yes No

Council Action: Approved Denied Date: _____

Conditions Required: _____



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 18299943 briefly described as PAWNBROKER CITY OF CARLSBAD

for SHAWN MITCHELL DBA COURTESY SPORTING & PAWN

_____, as Principal,

in the sum of \$ TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars, for the term beginning

October 09, 2023, and ending October 09, 2024, subject to all

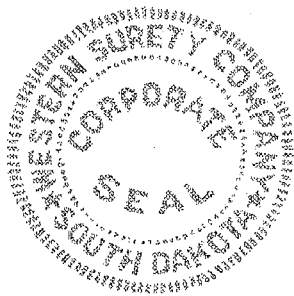
the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 23rd day of August, 2023.

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



CARLSBAD POLICE DEPARTMENT

INTER-DEPARTMENTAL MEMORANDUM



TO: Jennifer Campos

FROM: Sergeant Andrew Carver

DATE: September 22, 2023

SUBJECT: Courtesy Sporting and Pawn, llc.

The following information is the findings determined in research of *Courtesy Sporting and Pawn*, who has filed a Special License Application with the City of Carlsbad requesting a business license renewal. I have performed research on this company and have compiled these facts.

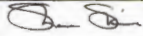
Courtesy Sporting and Pawn is not rated / listed with the Better Business Bureau and has just above average reviews through social media.

I am not aware of any problems reported to our department regarding *Courtesy Sporting and Pawn* and / or its owner. Based on this inquiry, it is my recommendation *Courtesy Sporting and Pawn* continue business within the City of Carlsbad.

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 10-10-2023

DEPARTMENT: Carlsbad Police Department	BY:  Shane Skinner – Chief of Police	DATE: 9/27/2023
---	--	--------------------

SUBJECT: Accept the Bureau of Justice FY2023 Edward Byrne Memorial Justice Assistance Grant Award from the U.S. Department of Justice

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The Carlsbad Police Department submitted a grant application request to the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) under the 2023 Justice Assistance Grant (JAG) Program – Local Solicitation. JAG awards are based on a statutory formula and the purpose of the program is to further the U.S. Department of Justice’s mission by assisting local, and tribal law enforcement efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

The funding is available for a variety of statutory program areas and emphases such as advancing justice system reform efforts, advancing racial equity and support for underserved communities, and preventing and combating hate crimes, crime, and violence reduction strategies. The formula grant is made available to the disparate group which includes; Eddy County and the City of Carlsbad. Eddy County has declined participation, therefore the \$14,734 will be used by the Carlsbad Police Department (CPD) to enhance its body-worn camera equipment. The enclosed Memorandum of Agreement (MOU) between the two disparate groups will satisfy this requirement.

As part of the grant, the program Certifications and Assurances by the Chief Executive of the applicant require a 30-day review. The meeting of August 8, 2023, served as the public notification review period. The City did not receive any comments regarding the planned project. Enclosed for review are the award letter and the grant agreement in the amount of \$14,734. All funds will be spent in advance and will submit reimbursement requests for allowable expenditures.

DEPARTMENT RECOMMENDATION: Staff requests the City Council accept the 2023 Edward Byrne grant agreement from the U.S. Department of Justice, and designate the Mayor or his designee authority to sign the grant agreement and associated documents.

BOARD/COMMISSION/COMMITTEE ACTION:

- | | | | |
|--|--|---|--------------------------------------|
| <input type="checkbox"/> P & Z | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED |
| <input type="checkbox"/> Museum Board | <input type="checkbox"/> San Jose Board | <input type="checkbox"/> Water Board | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board | <input type="checkbox"/> Beautification Committee | |

Reviewed by:
City Administrator: /s/John Lowe **Date:** 10/05/2023

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

A-23-148

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CARLSBAD, and EDDY COUNTY**

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 5th day of September, 2023, by and between The COUNTY of EDDY, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of CARLSBAD, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of EDDY County, State of NEW MEXICO, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C (a), U.S. Department of Justice Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY accepts the COUNTY'S decision to decline participation in the JAG award and thus will not provide the COUNTY any of the JAG awards: and

WHEREAS, the CITY will use the JAG award to enhance its body-worn camera equipment for the purpose of crime prevention, and

WHEREAS, the CITY will continue collaboration efforts and share Law Enforcement data and information, with the EDDY COUNTY SHERIFF'S OFFICE: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the CITY OF CARLSBAD and the COUNTY OF EDDY agree as follows:

Section 1.

THE CITY of CARLSBAD agrees to pay EDDY COUNTY a total of \$0.00 of JAG funds.

Section 2.

THE CITY of CARLSBAD agrees to use the \$14,734 for the Carlsbad Police Department crime prevention equipment by no later than the end of the grant performance period which is September 30, 2025.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY other than claims for which liability may be imposed by the New Mexico Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the New Mexico Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party, not a signatory hereto.

CITY OF CARLSBAD, NM

BOARD OF COUNTY COMMISSIONERS,
COUNTY OF EDDY, NM

[Handwritten signature]

[Handwritten signature]

City Administrator

Ernie Carlson, Eddy County Commission Chairman



ATTEST

ATTEST:

[Handwritten signature]

[Handwritten signature]

City Clerk

Cara Cooke, Eddy County Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM:

[Handwritten signature]

[Handwritten signature]

City Attorney

Cas Tabor, Eddy County Attorney

Date: September 5, 2023

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).





Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		CITY OF CARLSBAD 101 N HALAGUENO ST	
City, State and Zip:		CARLSBAD, NM 88220	
Recipient UEI:		LKCDUTRJHFY6	
Project Title: City of Carlsbad – Body-Worn Camera Equipment SWAT/Tactical Team Upgrades		Award Number: 15PBJA-23-GG-03640-JAGX	
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$14,734.00		Federal Award Date: 9/25/23	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
Project Period Start Date: 10/1/22		Project Period End Date: 9/30/24	
Budget Period Start Date: 10/1/22		Budget Period End Date: 9/30/24	
Project Description: The City of Carlsbad Police Department (CPD) will utilize the FY 23 local JAG funds to support its Body Worn Camera Equipment SWAT/Tactical Team Upgrade project. The upgraded equipment is anticipated to advance justice system reform efforts, as well as, address crime and violence reduction strategies.			

Award Letter

September 25, 2023

Dear Angie Barrios-Testa,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF CARLSBAD for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$14,734.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name**Last Name**

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

CITY OF CARLSBAD

UEI

LKCDUTRJHFY6

Street 1

101 N HALAGUENO ST

Street 2**City**

CARLSBAD

State/U.S. Territory

New Mexico

Zip/Postal Code

88220

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-03640-JAGX

Supplement Number

00

Federal Award Amount

\$14,734.00

Funding Instrument Type

Grant

**Assistance Listing
Number****Assistance Listings Program Title**

16.738

Edward Byrne Mennorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Application Number

GRANT13957722

Program Office

BJA

Grant Manager Name

Elaine Vanlandingham

Phone Number

[202-598-7415](tel:202-598-7415)

E-mail Address

Elaine.Vanlandingham@usdoj.gov

Project Title

City of Carlsbad – Body-Worn Camera Equipment SWAT/Tactical Team Upgrades

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2024

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2024

Project Description

The City of Carlsbad Police Department (CPD) will utilize the FY 23 local JAG funds to support its Body Worn Camera Equipment SWAT/Tactical Team Upgrade project. The upgraded equipment is anticipated to advance justice system reform efforts, as well as, address crime and violence reduction strategies.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United

States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for

purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The

reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the CiG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently

accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds

who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG

and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-

relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable

deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and

regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of Funds for Body-Worn Camera Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body-worn cameras, and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds: Subrecipient monitoring policies

The recipient's response to the Subrecipient Management and Monitoring question(s) of the Financial Management and System of Internal Controls Questionnaire indicates that the recipient may not have controls in place to monitor the activities of any subrecipient, as necessary, to ensure that the subaward is used for authorized purposes in compliance with Federal laws, regulations, and the terms and conditions of the subaward and that subaward performance goals are achieved. (See 2 CFR 200.331(d)). The recipient agrees to submit a copy of its subrecipient monitoring policies and procedures to the OJP program office. If the recipient anticipates that it will not make a subaward under this award then, instead of submitting subrecipient monitoring policies and procedures, the recipient agrees that it must advise OJP in writing that it does not intend to make a subaward under this award. The recipient may not expend, or draw down funds under this award until either-- (1) the OJP program office has received, and OJP has reviewed and approved, the subrecipient monitoring policies and procedures, or (2) the OJP program office has received and considered the recipient's written communication and has agreed (for purposes of federal grants administrative requirements) that no subawards are anticipated under this award, and an Award Condition Modification (ACM) has been issued to remove this condition. The recipient understands and agrees that it is obligated to immediately notify the OJP grant manager in writing of any later change in its plan to make or not make a subaward under this award.

65

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 8:56 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Director of Municipal Services and Capital Programs

Signed Date And Time

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 10/03/2023

DEPARTMENT: Carlsbad Police Department	By:  Shane Skinner – Chief of Police	DATE: 10/10/2023
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SUBJECT: Consideration of Approval for Acceptance of Grant Agreement #23-ZH5048-11 from the New Mexico Department of Finance and Administration

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The Carlsbad Police Department, in conjunction with the City of Carlsbad governing body, would ask for consideration of approval and acceptance for Grant Agreement (Appropriation Number #23-ZH5048-11) from the New Mexico Department of Finance and Administration. This grant agreement was based on a survey and other data related material the Carlsbad Police Department filed with the state earlier this year. The grant agreement is exclusive to law enforcement agencies throughout the state. The grant agreement is an overall award of \$1,050,000.00 to be allocated over the next three fiscal years. The first allocation for FY 2023-24 would be \$600,000.00. The second allocation for FY 2024-25 would be \$300,000.00. The third and final allocation would be for FY 2025-26 in the sum of \$150,000.00. There is an attached stipulation in the agreement of spending all allocated funding by the end of each fiscal year or all unused funds will be returned to the state.

This grant opportunity is a follow-up grant to the FY2023 Law Enforcement Recruitment and Retention Fund (LERRF – Appropriation #22-ZG1016-7) grant we received and utilized the prior fiscal year. We are currently in the second fiscal year of the FY2023 LERRF grant. This grant, the FY2024 Law Enforcement Recruitment Fund (LERF), is designed to fund state and local law enforcement agencies to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts. Types of positions that are supported by this grant are commissioned law enforcement officers, dispatchers, police administrative personnel, civilian crime scene technicians, evidence custodians, records custodians, forensic lab personnel, public service aides, criminal investigators, investigative analysts, intelligence analysts, unmanned aerial vehicle operators, information technology staff and various other related positions.

These funds cannot be used for retention purposes but may cover salaries and benefits up to the amount designated for allocation. The Carlsbad Police Department is in dire need of the resources to grow and expand our overall workforce as we have continued to reach record levels for calls for service from the public. These grants funds could provide considerable assistance in allowing us to initiate an expansion of our current departmental workforce.

DEPARTMENT RECOMMENDATION: I recommend the City of Carlsbad consider approval of the Grant Agreement with the New Mexico Department of Finance and Administration and grant authorization for the Mayor or his designee to execute the signed agreement.

BOARD/COMMISSION/COMMITTEE ACTION:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> P & Z | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Cemetery Board | } <input type="checkbox"/> APPROVED |
| <input type="checkbox"/> Museum Board | <input type="checkbox"/> San Jose Board | <input type="checkbox"/> Water Board | |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board | <input type="checkbox"/> _____ Committee | } <input type="checkbox"/> DISAPPROVED |

Reviewed by: City Administrator: /s/John Lowe	Date: 10/05/2023
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ATTACHMENT(S): Grant Agreement
Allocation #23-ZH5048-11, New Mexico DFA
Memorandums for FY2024 LERF

RECIPIENT:

City of Carlsbad

<u>APPROPRIATION NUMBER:</u>	<u>TOTAL ALLOCATION</u>	<u>REVERSION DATE:</u>
	<u>AMOUNT:</u>	
23-ZH5048-11	\$1,050,000.00	June 30, 2024

ALLOCATION PURPOSE

One Million Fifty Thousand Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$600,000 the first year, 50% up to \$300,000 the second year, and 25% up to \$150,000 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the **City of Carlsbad**

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

Local Law Enforcement Agency

Date

Authorized Local Governing Body Authority

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **23-ZH5048-11** in the amount of **\$1,050,000.00**.

Wesley Billingsley
Director, Local Government Division

Date



Law Enforcement Funding at DFA

The State of New Mexico provides several funding mechanisms to help local and tribal law enforcement departments recruit and retain officers. Recently, this funding has increased, creating new funding opportunities for law enforcement departments across the state. This document provides an overview and the legal sections for reference when navigating funding streams currently available. For more detailed structure and timelines, please refer to the contact listed under each funding source.

FY24

Law Enforcement Recruitment Fund (LERF) 21220 Laws of 2023-Recruitment-LER -(Year 1)

This fund is for state and local law enforcement agencies to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

Contact: Geovanna Losito, Geovanna.Losito@dfa.nm.gov, 505-827-8051

Or Bianca Quintana
505-231-3052-
bianca.quintana@dfa.nm.gov



FY23

Law Enforcement Retention Fund

A fund provided to local law enforcement departments through DPS to retain current law enforcement officers. This fund is a differential disbursement pay based on specific levels of an officer's tenure.

Contact: Sylvia Serna, sylviam.serna@dps.nm.gov, 505-827-3347

Law Enforcement Recruitment and Retention Stipends (LERRF) 21210 Laws of 2022 LERR (Year 2)

Funding provided by DFA to distribute to local law enforcement agencies to provide recruitment and retention stipends to law enforcement officers. This includes: a stipend for those who are recruited, trained and become certified law enforcement officers; a stipend for a recently trained and hired law enforcement officer; a stipend for a current law enforcement officer. Law enforcement officers should be at their department for more than one year for stipend.

Contact: Geovanna Losito, Geovanna.Losito@dfa.nm.gov, 505-827-8051

Law Enforcement Protection Fund (LEPF)

DFA receives an allocation from HB2 for the Law Enforcement Protection Fund to disperse to law enforcement departments based on a calculation of the department's certified officer numbers. This fund increases the allocation of those appropriations. Increases are defined in the statute. To access this fund, law enforcement departments must participate in DFA's application process that happens in spring of every year with funds distributed in the fall.

Contact: Julie Krupcale, julie.krupcale@dfa.nm.gov, 505-269-2845

Crime Reduction Grants

A variety of grants provided to local law enforcement departments through the New Mexico Sentencing Commission to fund programs with the focus of training, proactive and innovative law enforcement practices to reduce crime in New Mexico.

New Mexico Sentencing Commission, Iffreema@unm.edu, 505-277-3494





FY24 Law Enforcement Recruitment Fund

DFA invites NM law enforcement agencies to apply for salary funding to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

When?

Law enforcement agencies must apply for funding by 5pm on August 4, 2023.

Where?

<https://www.nmdfa.state.nm.us/law-enforcement-recruitment-fund/>

How?

There is a two step process for applying:

- Application
- Submission of Proposed Law Enforcement Position Form to law.enforcement@dfa.nm.gov

FAQ

Can these funds be used for retention?

No. These funds are for recruiting and paying for salaries of commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

Will the funds go directly to the law enforcement agency?

No. By law, DFA must allocate funds to the local governing body.

Does being awarded last year affect me for applying for these funds?

No. This is a new fund for new and vacant positions.

Are benefits for their salaries covered with these funds?

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated.

Can we do recruitment bonus/incentives to attract people?

No. There are separate funding programs for this.

Can different departments apply under one application?

Yes. Your local governing body can submit an application on behalf of multiple departments.

Allocation Disbursement

1st Year Allocation - 100%

2nd Year Allocation - 50%

3rd Year Allocation - 25%

Recruitment Positions

Funds can be used:

- To fill Law Enforcement officer or support positions.
- To create new Law Enforcement officer or support positions.

Type of allowable positions:

- Commissioned Law Enforcement Officers
- Dispatchers
- Police Administrative Personnel
- Civilian Crime Scene Technicians
- Evidence Custodians
- Records Custodians
- Forensic Laboratory Personnel
- Public Service Aides
- Criminal Investigators
- Investigate Analysts
- Intelligence Analysts
- Unmanned Aerial Vehicle Operators
- Information Technology/Professional Positions
- Other

CITY OF CARLSBAD
AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 10-10-2023

DEPARTMENT: Airport	BY: Ted Cordova, Deputy City Administrator	DATE: 9-26-2023	
SUBJECT: Accept CNM-24-02 Airfield Marking Grant Award			
BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.) The City of Carlsbad has been awarded funds through the New Mexico Department of Transportation, Aviation Division for airfield marking. The grant award is for \$150,000 with \$135,000 funded by the state and a match requirement of \$15,000 by the City. The marking project will address findings from the annual Part 139 inspection conducted by the FAA.			
DEPARTMENT RECOMMENDATION: If it is the will of City Council, staff recommends accepting State Grant Award CNM-24-02.			
BOARD/COMMISSION/COMMITTEE ACTION:			
<input type="checkbox"/> P & Z	<input type="checkbox"/> Lodgers Tax Board	<input type="checkbox"/> Riverwalk Rec Center Board	<input type="checkbox"/> APPROVED
<input type="checkbox"/> Museum Board	<input type="checkbox"/> San Jose Board	<input type="checkbox"/> Water Board	<input type="checkbox"/> DISAPPROVED
<input type="checkbox"/> Library Board	<input type="checkbox"/> N. Mesa Board	<input type="checkbox"/> Beautification Committee	

Reviewed by: City Administrator: /s/John Lowe	Date: 10/05/2023
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NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Project Location

Sponsor

Address

City NM Zip Code

Participation

Funding Breakdown

Contract No. _____

Project No.

Vendor No.

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD MARKING

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
\$	135,000	\$	15,000	\$		\$	150,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's 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 funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree 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 parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	CARI PICKINS		
Title	AIRPORT MANAGER		
Sponsor	CARLSBAD, CITY OF		
Address	PO BOX 1569		
City	CARLSBAD	NM	Zip Code 88221
Office Phone	+1 (575) 887-3060	Fax	
E-Mail	CAPICKINS@CITYOFCARLSBAD.COM		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

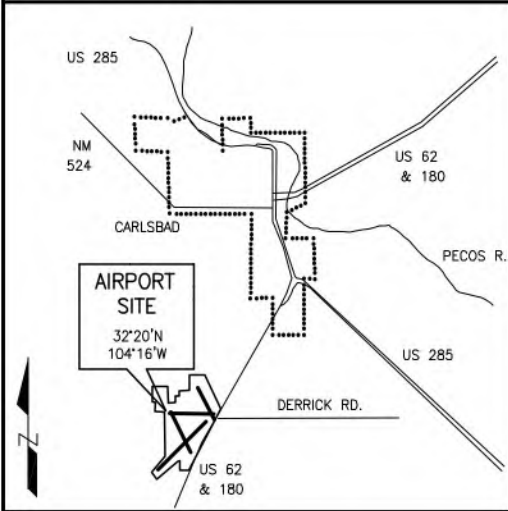
SPONSOR

Print Name: _____

By: _____

Date: _____

Title: _____



REMARKS:

1. QUAD. - 7.5 MIN. CARLSBAD.

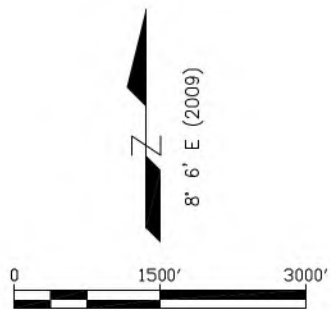
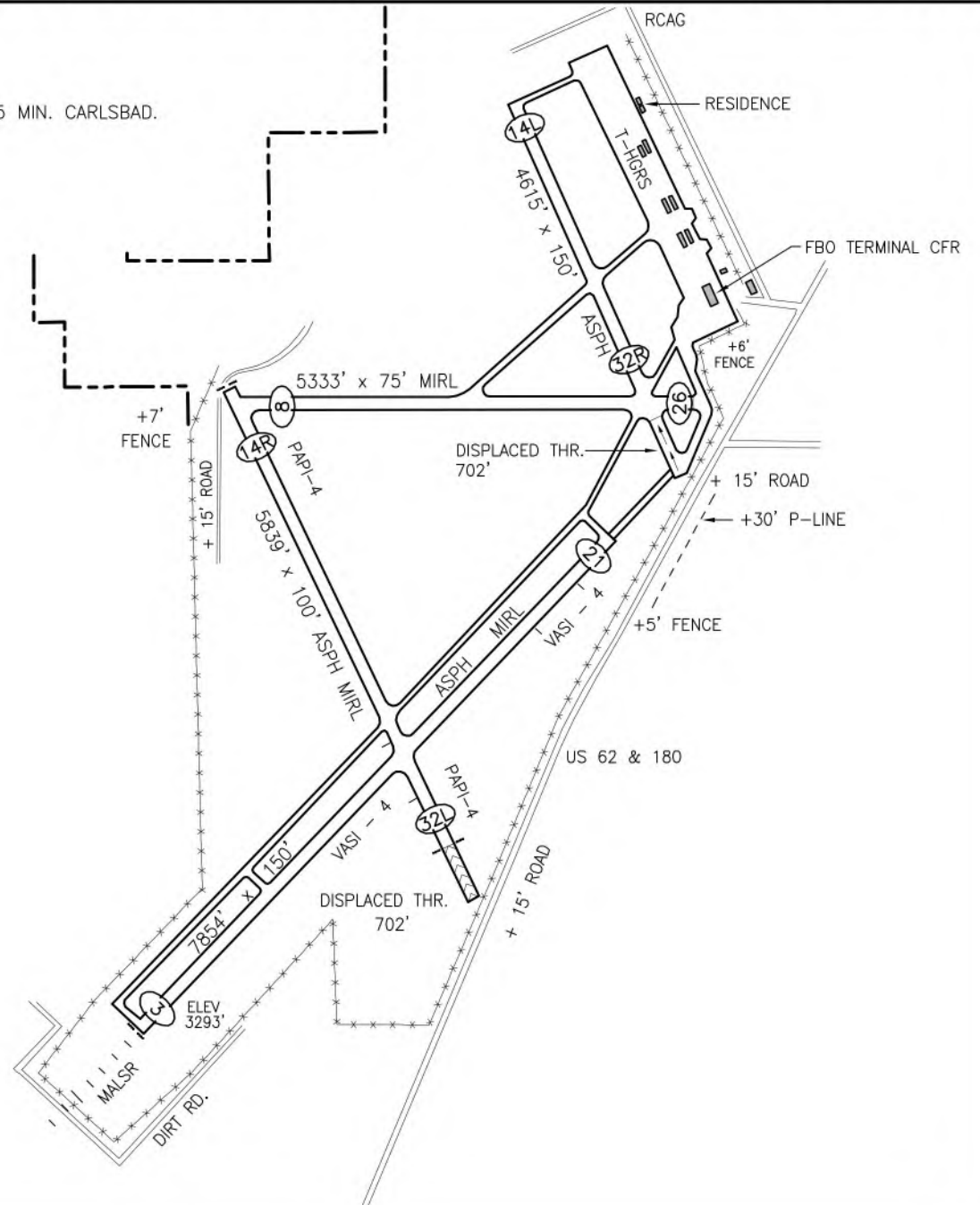


EXHIBIT B

LOCATION:
Carlsbad – Cavern City Air Terminal

PROJECT:
Airfield Marking

LAND ACQUISITION	
CONSTRUCTION	\$150,000
ENGINEERING	
ADMINISTRATIVE (SPECIFY)	
INSPECTION	
TESTING	
EQUIPMENT (SPECIFY)	
OTHER (SPECIFY)	
TOTAL	\$ 150,000

REMARKS:

Total includes all NMGRT's

PROJECT COSTS: \$150,000

STATE share (90%): \$135,000

SPONSOR share (10%): \$15,000

CITY OF CARLSBAD

AGENDA BRIEFING MEMORANDUM

Council Meeting Date: 10-10-2023

DEPARTMENT: Municipal Services	BY: Angie Barrios-Testa, Director <i>ABT 10/4/2023</i>	DATE: 10-4-2023
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SUBJECT: Approve an Ordinance Creating the Halagueno Arts Park Advisory Board

BACKGROUND, ANALYSIS AND IMPACT: (Safety and Welfare/Financial/Personnel/Infrastructure/etc.)

The City of Carlsbad has had a Mayor’s Fine Arts Acquisition Vetting (FAAV) Committee operating as an ad-hoc working group of community stakeholders who have been instrumental in advocating and fundraising for the art installation and development of the Halagueno Arts Park. The group of seven members are all knowledgeable and skilled in the area of arts and culture for the City of Carlsbad.

The City of Carlsbad, with the diligent help of the Mayor’s Fine Arts Acquisition and Vetting Committee, NM legislators, Pearl of the Pecos Arts and Culture, MainStreet, and other community partners, has invested many years of planning and improvements to develop the Halagueno Arts Park for the use of the community and visiting tourist to enjoy. This is a place the community can be very proud to have and enjoy as it is a beautiful art park with winding paths with benches, grassy areas with trees, and landscaped beds that feature plants of the upper Chihuahuan Desert, sparkling fountains, bronze, stone, and metal sculptures located along the paths, and within the Park, wind sculptures and an attractive plaza area with tables and benches all converge to create a refreshing inner-city respite.

The City recognizes that it would be most advantageous for the ad-hoc committee to continue its active work as an advisory board established by city ordinance. The group, more recently is working on providing input for one of the last major phases of development. The City shall retain ownership and will continue to maintain and operate the Halagueno Arts Park.

DEPARTMENT RECOMMENDATION: City Council consideration to approve the enclosed Ordinance creating the Halagueno Arts Park Advisory Board.

BOARD/COMMISSION/COMMITTEE ACTION:

- | | | | |
|--|---|---|--------------------------------------|
| <input type="checkbox"/> P & Z | <input type="checkbox"/> Lodgers Tax Board | <input type="checkbox"/> Riverwalk Rec Center Board | <input type="checkbox"/> APPROVED |
| <input type="checkbox"/> Museum Board | <input type="checkbox"/> Alejandro Ruiz Board | <input type="checkbox"/> Water Board | <input type="checkbox"/> DISAPPROVED |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> N. Mesa Board | <input type="checkbox"/> Beautification Committee | |

Reviewed by: City Administrator: /s/John Lowe	Date: 10/05/2023
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ORDINANCE NO. 2023-19

AN ORDINANCE CREATING THE HALAGUENO ARTS PARK ADVISORY BOARD; PROVIDING THE MEMBERSHIP OF SAID BOARD AND DEFINING ITS DUTIES AND RESPONSIBILITIES; DEFINING THE ROLES OF THE CITY DEPARTMENTS AND PERSONNEL WHO WILL RETAIN THE RESPONSIBILITY OF OPERATING AND MAINTAINING THE HALAGUENO ARTS PARK; AND REPEALING OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE

WHEREAS, the City of Carlsbad recognizes the contribution of the Mayor's Fine Arts Acquisition Vetting Committee as an ad-hoc working group of stakeholders with relevant knowledge and skills in the area of arts and culture for the City of Carlsbad;

WHEREAS, the City of Carlsbad recognizes that the existing members of the ad-hoc committee are individuals who have demonstrated considerable dedication and interest, and have been instrumental in providing meaningful contributions and suggestions to the ongoing projects and development of the Halagueno Arts Park; and

WHEREAS, the City of Carlsbad recognizes that the existing members have been champions in fundraising and advocating, as well as bringing a variety of art sculptures and artifacts that continue to grow and enhance the art collection at the Halagueno Arts Park; and

WHEREAS, the City of Carlsbad recognizes that this group of stakeholders being able and willing to continue to provide positive interest, competence, or knowledge in the arts and culture traditions of the City will be most advantageous to continue their active work as an Advisory Board established by city ordinance; and

WHEREAS, the City of Carlsbad shall continue to maintain and operate the Halagueno Arts Park.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CARLSBAD, NEW MEXICO, that the Halagueno Arts Park Advisory Board shall be created and their membership, roles, and responsibilities are outlined within this ordinance.

INTRODUCED, PASSED, ADOPTED, and APPROVED this ____ day of _____, 2023

Dale W. Janway, Mayor

ATTESTED:

City Clerk

Committee Reports

Adjourn



October 2, 2023

Mr. John Lowe
City Administrator
City of Carlsbad

Dear Mr. Lowe:

The following report is submitted to the City of Carlsbad to update the progress and status of the Carlsbad MainStreet Project for September 2023, per the Downtown Revitalization Services Contract. With this report, MainStreet is enclosing an invoice requesting the monthly allocation from the City of Carlsbad for \$7,500.00 based on the total annual services contract of \$90,000.

NEW MEXICO MAIN STREET (NMMS) REQUIRED MEETINGS (MAINSTREET EXECUTIVE DIRECTOR):

- New Mexico MainStreet Roundtable- 9/29 EDD Divisions
- 9/7- Meeting with Amy Barnhart, Amy Bell for Fall Conference planning
- 9/13-9/15- New Mexico MainStreet Summer Institute held in Carlsbad

EXECUTIVE DIRECTOR BOARDS AND COMMITTEES:

- In addition to MainStreet activities, the Carlsbad MainStreet Executive Director serves on the following boards and committees related to downtown promotion and economic development and attends weekly and monthly meetings to support their priorities and activities:

Carlsbad Area Art Association, Carlsbad Community Concerts Association, Cavern Theater Task Force, Carlsbad Downtown Lions Club, Pearl of the Pecos Committee, Chamber of Commerce Tourism Council, Chamber of Commerce Non-Profit Council, Chamber of Commerce Age Friendly Council, Eddy County DWI Mayors Fine Arts and Acquisition Committee (FAAV), Mayors Beautification Committee, Anti-Drug and Gang Coalition, Rotary, Chamber of Commerce, City Council, Eddy County Commission, Walter Gerrell's Civic Center Advisory Board, and Carlsbad Department of Development

ECONOMIC DEVELOPMENT-MAINSTREET STYLE

MainStreet Business/Merchants Economic Vitality

- Speaking with a person interested in purchasing some vacant buildings in the district. They plan to rent out in smaller spaces to have multiple businesses/offices occupy the space. The property has been vacant for close to 2 years now, so we are very excited to see this progress and assist the new building owner along the way.
- Working with ConocoPhillips for the second year of bringing their "Small Biz Builder" program to Eddy County. The program is powered through Lift Fund who help small businesses owners secure capital and 0% interest loans. This program is offered to current or emerging business owners at no cost, and it is a 3-week program. On September 13th,

the in-person information session will take place for those who have registered to learn more about the program and hear from some graduates of last year's program.

Downtown MainStreet Rejuvenation Project

- This year for the Keep Carlsbad Beautiful grant cycle through the New Mexico Tourism Department, a portion of the request was to help with funding to replace the remainder of the trashcans downtown, close to \$9,000 of this was funded, at our board meeting this month we requested to match that grant through MainStreet funds to complete the project and the board approved the match. We were able to place the order for the new trashcans this month and they are now in progress.

MainStreet

- September 13th-15th- NMMS Summer Institute. Board member participation through out the week

Pearl of the Pecos

- September 11th- Sites Southwest follow up meeting
- September 25th - POP Steering committee meeting
- Full report of POP work can be found in July report

City of Carlsbad

- September 11th- Meeting with Mayor ahead of NMMS Summer Institute
- September 27th- Meeting with Mayor, John Lowe & Wendy Austin to introduce Assistant Director Shea

Eddy County

- Met with Trent about the above mentioned under the rejuvenation project, in addition to discussing the public restroom's locations we talked about getting some doggie waste bag stations for the courthouse lawn, with the weather cooling down we have seen an increase in dogs attending events and we think this will be a great addition to the courthouse lawn amenities.

Chamber of Commerce

- Director Kat Davis was accepted into the the 2023/2024 Leadership Carlsbad Class. We had our overnight leadership retreat at Washington Ranch on September 22nd & 23rd this month.

Department of Development

- N/A

HAPPENING AT THE MAINSTREET OFFICE

Staff at the MainStreet office

- Assistant Director Eyenid Manzo has submitted her resignation from Carlsbad MainStreet. Her last day will be September 15th. MainStreet has hired a new Assistant Director, Shea Yturalde and she had some time to work with Eyenid before leaving. We are excited to have Shea on board with the organization.
- We have had a lot of correspondence with the New Mexico MainStreet staff and revitalization specialist who are leading the conference. Registration went live on July 31st and we already have 70 participants registered. The conference was held at the Carlsbad Museum September 13th-15th. The week went great and we had a lot of support from board members and committee members to help with all that went into hosting the event.
- Kat has enrolled in a MainStreet America “Supporting Small Businesses” class, this took place over the month of September and the course closes at the end of October. She hopes to learn some new ideas to help support our local small businesses and have better merchant engagement.
- Victoria has been attending monthly Market Manager forums hosted by the state, these have been good for her to learn different practices and experiences that people are having throughout different parts of the state. Victoria and Carlsbad Downtown Farmers & Makers market was recognized on one of the forums for the vendor spotlight series we initiated this year to highlight our vendors. September saw the end of the Farmers Market season for this year. We have created vendor and attendee surveys to help gather feedback and suggestions for bettering our market for next year.

Reporting

- All monthly and quarterly reports have been submitted to the City and County
- Q23report submitted to New Mexico MainStreet

Speaking Opportunity

- Spoke for the Carlsbad Chapter for the PEI women’s group this month about Carlsbad MainStreet

OTHER MAINSTREET ED MEETINGS AND ACTIVITIES:

- This month we will be going through our annual accreditation process. Our meeting with our state program will take place on October 24th and ahead of that we will be working on all of our reporting documentation. This will be the second year of following the new accreditation standards set forth by MainStreet America. We hope for more board participation in the process this year, this will be a couple of weeks before our annual retreat which will be in November.

PROMOTION FOR MAINSTREET and CARLSBAD

New Mexico Magazine

- Newsletter, web and print ads running

Focus Magazine

- Ad submitted for Artesia summer edition



Carlsbad MainStreet Project
102 S Canyon St
Carlsbad, NM 88220
Carlsbadmainstreet@gmail.com
Office : 575-628-3768 Cell: 575-988-0145

Texas Monthly

- N/A

Carlsbad Local

- Market ads running

Current-Argus

- N/A

Artesia Radio

- N/A

Carlsbad Radio

- Live remote for September 9th market
- Working with Eddy County for our upcoming Fall Festival

KCC Radio

- N/A

If you have any questions, please feel free to contact me.

Respectfully,

Kat Davis

Kat Davis
Executive Director