

**A G E N D A**  
**CITY OF AZTEC**  
**CITY COMMISSION MEETING**  
**APRIL 10, 2018**  
**201 W. Chaco, City Hall**  
**6:00 p.m.**

**I. CALL TO ORDER**

**II. INVOCATION –RAYMOND DUNTON, PRESIDENT OF NAVAJO MINISTRIES**

**III. PLEDGE OF ALLEGIANCE**

**IV. NEW MEXICO PLEDGE**

I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect Friendship Among United Culture's.

**V. ROLL CALL**

**VI. AGENDA APPROVAL**

**VII. PRESENTATION**

- A. FY17 Annual Audit Report (Kathy)
- B. Kirk Carpenter-School Resource Officer/Closing of Zia St. at Aztec High School Campus

**VII. CITIZEN RECOGNITION**

**VIII. EMPLOYEE RECOGNITION**

**IX. CONSENT AGENDA**

- A. Commission Workshop Meeting Minutes March 27, 2018
- B. Commission Meeting Minutes March 27, 2018
- C. Inter-Governmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec
- D. Acceptance of FY2017 Annual Financial Report
- E. FY 19 Youth Conservation Corps (YCC) Proposal
- F. 2019 Senior Center Funding Application
- G. Resolution 2018-1081 Municipal Surplus

**ATTENTION PERSONS WITH DISABILITIES:** The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

**Note:** A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

*Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "items from Consent Agenda"*

**X. ITEMS FROM CONSENT AGENDA**

**XI. CITIZENS INPUT (3 Minutes Maximum)**

*(Citizens who wish to speak will sign up prior to the meeting. This is for items not otherwise listed on the agenda)*

**XII. BUSINESS ITEMS**

- A. RFP 2008-208 Wilson & Co Engineering Services Agreement, Aztec Arterial Phase 2, Amendment
- B. RFP 2015-0444 Wilson & Co Construction Management Services Agreement, Aztec Arterial Phase 1B, Amendment
- C. RFP 2015-0444 Wilson & Co Construction Management Services Agreement, Aztec Municipal Airport, Amendment

**XIII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

**XIV. DEPARTMENT REPORTS**

*(When this item is announced, all Department Heads who wish to give a report will move to the podium)*

**XV. CLOSED SESSION**

Pursuant To State Law, Section 10-15-1 (H-7) Pertaining To Threatened Or Pending Litigation In Which The Public Body Is Or May Become A Participant

**XVI. ADJOURNMENT**

**ATTENTION PERSONS WITH DISABILITIES:** The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

**Note:** A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

1 CITY OF AZTEC  
2 WORKSHOP MEETING MINUTES  
3 March 27, 2018  
4

5 **I. CALL TO ORDER**

6 Mayor Snover called the Workshop to order at 5:30 pm at the Aztec City  
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 MEMBERS PRESENT: Mayor Victor Snover; Mayor Pro-Tem Fry;  
10 Commissioner Austin Randall; Commissioner  
11 Sherri Sipe; Commissioner, Mark Lewis  
12

13 MEMBERS ABSENT: None  
14

15 OTHERS PRESENT: Interim City Manager Steve Mueller; City  
16 Attorney Larry Thrower; Kris Farmer from  
17 Finance; Project Manager, Ed Kotyk; City  
18 Clerk, Karla Sayler  
19

20 **A. Youth Conservation Corps 2019 Projects**  
21  
22

23 Project Director Ed Kotyk presented the proposed projects for YCC 2019-2020  
24 which will include the following for Project 1: Riverside Park improvements which will  
25 consist of new irrigation and turf in the South West and North East of the Park. Project 2  
26 will include fencing at Riverside Park remove old posting and cabling, install new gate  
27 for vehicles and paint old/existing fence posts to match new ones. If these projects are  
28 completed there are some alternate projects put together to include new irrigation and  
29 turf in NE part of park and Sidewalk and Trail Improvements.  
30

31 **II. ADJOURNMENT**  
32

33 Moved by Mayor Snover to adjourn the meeting at 5:50 p.m.  
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ATTEST:

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Mayor, Victor C. Snover

\_\_\_\_\_  
Karla Sayler, City Clerk

MINUTES PREPARED BY:

\_\_\_\_\_  
Sherlynn Morgan, Administrative Assistant

1 CITY OF AZTEC  
2 COMMISSION MEETING MINUTES  
3 March 27, 2018  
4

5 **I. CALL TO ORDER**

6 Mayor Victor Snover called the Meeting to order at 6:00 pm at the Aztec City  
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.  
8

9 **II. INVOCATION**

10  
11 The Invocation was led by Judith McDonald from the Unitarian Universalist  
12 Congregation in Farmington  
13

14 **III. PLEDGE OF ALLEGIANCE**

15  
16 The Pledge of Allegiance was led by David Williams  
17

18 **IV. NEW MEXICO PLEDGE**

19  
20 The New Mexico Pledge was led by David Williams  
21

22 **V. ROLL CALL**

23  
24 Members Present: Mayor Victor Snover; Mayor Pro-Tem Rosalyn Fry;  
25 Commissioner Austin Randall; Commissioner Sherri  
26 Sipe; Commissioner Mark Lewis  
27

28 Members Absent: None  
29

30 Others Present: City Attorney Larry Thrower; City Clerk Karla Saylor;  
31 Project Manager Ed Kotyk (see attendance sheet)  
32

33 **VI. AGENDA APPROVAL**

34  
35 Commissioner Randall mentioned that Item (D) needed to be pulled.  
36

37 MOVED by Commissioner Sipe to Approve the Agenda with the exception of  
38 Item (D), SECONDED by Commissioner Lewis  
39

40 All voted Aye: Motion passed 5 to 0  
41

42 **VII. PROCLAMATION**

43  
44 A. Road Safety Week (April 1<sup>st</sup> -7<sup>th</sup>)  
45

46 Mayor Snover read the proclamation for Road Safety Week.

47 **VIII. PRESENTATION**

48

49 A. San Juan County Historical Society (Andrea Greenacre)

50

51 Andrea Greenacre past President of the Historical Society introduced the new  
52 President Patty Tharp and gave a report to commission on the happenings of the  
53 Historical Society. Andrea thanked Aztec City Commission and Staff for their  
54 outstanding support in keeping the SJC Historical Society Building in good shape. They  
55 are a volunteer organization working to archive San Juan County's Historical  
56 Documents.

57

58 **IX. CITIZEN RECOGNITION**

59

60 Interim City Manager Steve Mueller recognized the students of Aztec High  
61 School who on March 14<sup>th</sup> instead of having a walk out had a walk-up to the flag pole  
62 where they came up with 21 positive actions that a person can take to promote  
63 meaningful change.

64

65 **X. EMPLOYEE RECOGNITION**

66

67 Interim City Manager Steve Mueller recognized Public Works Superintendent  
68 Yvonne Multine for stepping up to the plate and keeping Public Works running during all  
69 the changes. He also recognized Greg Mizell on his promotion to Line Superintendent  
70 and commended both of them on a great job.

71

72 **XI. CONSENT AGENDA**

73

74 MOVED by Commissioner Lewis, SECONDED by Commissioner Sipe to  
75 Approve the Consent Agenda with the exception of Item (D)

76

77

- 78 A. Commission Meeting Minutes March 12, 2018
- 79 B. Special Budget Resolution 2018-1077 Animal Care Contributions
- 80 C. Library Advisory Board Member Approval
- 81 D. PULLED
- 82 E. Law Enforcement Protection Grant Fund
- 83 F. Resolution 2018-1078 Authorizing Signatures for City Accounts

84

85 All Voted Aye: Motion Passed Five to Zero

86

87 **XII. ITEMS FROM CONSENT AGENDA**

88

89

90

91 **XIV. CITIZENS INPUT (3 MINUTES MAXIMUM)**

92  
93 None

94  
95 **XV. BUSINESS ITEMS**

96  
97 A. 550 Brewing Company, LLC Lease Agreement

98  
99 Community Development Director Steven Saavedra explained that this is an item  
100 to renew the lease agreement for 550 and the City of Aztec. He explained that the initial  
101 agreement was from March 2016 – May 2017 and since that time they have been  
102 operating as a holding over. This will extend their lease for 1 more year with an option to  
103 renew for 1 additional year as an incubator at the HUB. Steven explained the terms and  
104 conditions were discussed with 550.

105  
106 Mayor Pro-Tem Fry asked if when 550 moved into the HUB there was a  
107 maximum length of time that they were going to stay or find a new place. Steven  
108 explained that it was an incubator agreement for 3 years, but there were improvements  
109 and other issues to be dealt with before they were able to get up and running. Steven  
110 explained that the City recognized that with this lease agreement. Mayor Pro-Tem Fry  
111 also asked about the trainings in order to lower the rent, Steven explained that before  
112 now we haven't been able to really function as a HUB but now that we will have a full  
113 time manager that will change. Commissioner Sipe explained that they have partnered  
114 with the Enterprise Center and they should be the one's offering the classes at the HUB.  
115 Commissioner Randall asked how we know when a business is ready to move  
116 according to bench marks. Steven explained that since this is something new we really  
117 don't have anything to go by so he has researched how other incubators have operated.  
118 Mayor Snover asked when the agreement will take effect. Steven explained that it will  
119 take effect as soon as it's signed but the year will start counting after the HUB is back  
120 up and running after construction is complete.

121  
122 **MOVED** by Commissioner Sipe to approve and renew the lease agreement  
123 with 550 Brewing Company, LLC, **SECONDED** by Commissioner Randall

124  
125 All Voted Aye: Motion Passed Five to Zero

126  
127 B. Final Adoption of Ordinance 2018-469 Amending Chapter 26 Land Use  
128 Regulations, Article II Zone District and Overlay Regulations to Include the North Main  
129 Avenue Overlay District

130

131 Community Development Director Steven Saavedra explained that this is the  
132 final adoption to create the overlay for the North Main District. There have been no  
133 comments on the subject. Steven explained that the corporate sign and color section  
134 has been removed. Commissioner Sipe asked about the land use and Steven said that  
135 the land use is the next step and will go through the formal process. City Attorney  
136 explained that it was decided that we needed to have the ordinance in place before we  
137 do the actual land use.

138  
139 MOVED by Mayor Pro-Tem Fry to approve Ordinance 2018-469 Amending  
140 Chapter 26 Land Use Regulations, Article II Zone District, and Overlay Regulations to  
141 Include the North Main Avenue Overlay District, SECONDED by Commissioner Lewis  
142

143 A Roll Call was taken: All Voted Aye; Motion Passed Five to Zero  
144

145 C. Intent to Adopt Ordinance 2018-470 Amending Chapter 5 Animals  
146

147 Animal Shelter Director Tina Roper explained that it has been awhile since  
148 Chapter 5 has been amended. The Animal Care Staff has reviewed Chapter 5 and  
149 determined the need for changes. Commissioner Lewis asked about the definition  
150 provided to define the difference in a service animal and an emotional support animal.  
151 Tina explained that the language for this change came from the American Disabilities  
152 Act website.

153  
154 MOVED by Commissioner Randall to approve the Intent to Adopt Ordinance  
155 2018-470 Amending Chapter 5 – Animal, SECONDED by Commissioner Sipe  
156

157 A Roll Call Was Taken: All Voted Aye; Motion Passed Five to Zero  
158

159 D. Intent to Adopt Ordinance 2018-471 Amending Chapter 16, Article V. Animal  
160 Fees  
161

162 Animal Shelter Director Tina Roper explained that it has been 4 years since  
163 Chapter 5 was amended and in amending Chapter 5 revisions were required in the  
164 Animal Fees which are provided in Chapter 16. Tina reported that some of the fees that  
165 will be updated within this change are: boarding fees, rabies observation fees and  
166 creating a special permit for intact animal addressing for animals with medical  
167 exemptions to spay or neutering.  
168  
169  
170  
171

172                    MOVED by Commissioner Sipe to approve the intent to Adopt Ordinance  
173 2018-471 Amending Chapter 16, Article V. Animal Fees, SECONDED by Commissioner  
174 Randall

175  
176                    A Roll Call Was Taken: All Voted Aye; Motion Passed Five to Zero

177  
178                    E. Intent to Adopt Ordinance 2018-472 Amending Section 1-12-2-3 Specific  
179 Penalty Schedule for Animal Fines

180  
181                    Animal Shelter Director Tina Roper explained that in amending Chapter 5  
182 revisions were also required in the Animal Fines which are provided in Chapter 1-12.  
183 Tina mentioned that one significant change is to the fine for kennel permit which was  
184 changed to multiple animal permit.

185  
186                    MOVED by Commissioner Randall to approve the Intent to Adopt Ordinance  
187 2018-472 Amending Section 1-12-2-3 Specific Penalty Schedule for Animal Fines,  
188 SECONDED by Commissioner Lewis

189  
190                    A Roll Call Was Taken: All Voted Aye; Motion Passed Five to Zero

191  
192 **XVI. LAND USE HEARINGS**

193  
194                    Mayor Snover read the land use script for the following land use items. Asked if  
195 there were any challenges, conflicts of interest or ex-parte communications there were  
196 none. He swore all participants in and proceeded to the hearing.

197  
198                    A. CUP 18-01 Conditional Use Permit to allow a recreation vehicle (travel trailer) to  
199 act as a temporary secondary residence

200  
201                    Community Development Director Steven Saavedra explained that the  
202 applicants Josh and Katie Jarvis are requesting a conditional use permit to allow a  
203 travel trailer to act as a temporary secondary residence behind 412 S. Church. He  
204 explained that the family has indicated a hardship and are looking for an exemption  
205 from the code. This will be for 1 year with an option for an additional year.

206                    Josh Jarvis explained that he was requesting the conditional use permit  
207 because of the age of his son, a need for quiet space, more consistent and watchful  
208 care is needed, while offering a feeling of independence. Commissioner Sipe thanked  
209 Josh Jarvis for visiting with his neighbors on his own. Commissioner Randall asked  
210 about the utilities. Mr. Jarvis explained that they would not be running water or sewer  
211 but they will be requesting electrical because they plan on putting a shop in that area in  
212 the future.

213                    The hearing was closed to testimony.

214

215            MOVED by Commissioner Randall to approve petition CUP 18-01 a request from  
216 Josh and Katie Jarvis for a conditional use permit to allow a travel trailer to act as a  
217 temporary dwelling unit in the R-1 single-family dwelling district subject to the following  
218 conditions and accept findings of facts 1-8, SECONDED by Commissioner Sipe  
219

220            A Roll Call Was Taken: All Voted Aye; Motion Passed Five to Zero  
221

222            B. CUP 18-02 Conditional Use Permit to allow for the manufacturing and  
223 brewing of beer  
224

225            Community Development Director Steven Saavedra explained that this a  
226 conditional use permit by Sean Paschall to allow for the manufacturing and brewing of  
227 beer. Steven explained this permit was needed because the specific use of  
228 manufacturing of alcohol was not listed as a use in the City zoning code within the C-1  
229 district. The property is located at 119 N. Main. Commissioner Randall asked how this  
230 plays into the future of 550. Steven explained that from what he understands 550 is  
231 going to expand. Commissioner Sipe asked if we had any comment from any of the  
232 Churches and Steven reported that the Churches and other residents have not had any  
233 comments.

234            Applicant Sean Paschall testified that this step is to move the current 550  
235 brewing operation from the County into the City. Sean explained that they will be  
236 moving 550 from the HUB into this location as well as a restaurant.  
237

238            The hearing was closed to testimony.  
239

240            MOVED by Commissioner Sipe to approve petition CUP 18-02 a request from  
241 Sean Paschall for a conditional use permit to allow for the manufacturing and brewing of  
242 beer at 119 N. Main Ave, Aztec NM, subject to the following conditions and accepting  
243 findings of fact 1-5, SECONDED by Commissioner Randall  
244

245            A Roll Call Was Taken: All Voted Aye; Motion Passed Five to Zero  
246  
247

## 248 **XVII. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS**

249

250            Interim City Manager Steve Mueller mentioned that he attended a career day  
251 with Ed Kotyk at Mesa Esperanza School in Farmington. He mentioned that we have a  
252 new recycle container down at the recycle yard.  
253

254            Commissioner Sipe mentioned that she attended the EDAB meeting and that  
255 they did not have a quorum. Yesterday she attended the NM Municipal League District  
256 Meeting in Gallup. They went over things that had been passed by the Legislature and  
257 one of them was on the Elections and having them all at the same time and following  
258 the state election code. We received a dividend credit from NM Self Insurers Fund for  
259 being safe. She will attend a NW NM Seniors meeting and an MPO meeting this month.

260 Commissioner Sipe recognized Britney Corey for participating in the Paralympic games  
261 and won a Silver medal in snowboarding.  
262

263 Mayor Pro-Tem Fry mentioned that she attended the Farmington MPO Technical  
264 Committee meeting on the 14<sup>th</sup>, in Bloomfield and it was good to see everyone coming  
265 together to coordinate and plan and share infrastructure projects. She attended a  
266 Chamber of Commerce meeting and also Library Board meeting. She encouraged  
267 everyone to check out all the different programs especially the family pass. She visited  
268 with Boys and Girls Club and discussed after school programs. On Saturday she  
269 attended the NM Municipal League training. She thanked the City for providing the  
270 training. Mayor Pro-Tem Fry attend a meeting for Four Corners Economic Development  
271 and learned information about broad banding and grants.  
272

273 Commissioner Lewis mentioned that he attended the NM Municipal League  
274 training as well and learned a lot of new things. He got to interact with all the newly  
275 elected officials. He mentioned that he will attend the San Juan Water Commission  
276 Meeting on Wednesday.  
277

278 Commissioner Randall mentioned that he attended the LTAB meeting and  
279 Lodger's Tax is way down. He gave a fishing report from Tiger Park is good.  
280

281 Mayor Snover thanked everyone for understanding and for the help walking him  
282 through the meeting. He mentioned that four Aztec Students went to Washington for  
283 Spring Break for the March for our Lives and wanted to recognize them. Mayor Snover  
284 also mentioned the March 14<sup>th</sup> Walk up at the High School and was proud to be a part  
285 of it. He attended Chief's Coffee and it was valuable and looking forward to the next  
286 one. He met with Four Corners Economic Development. He has an ECHO Board  
287 meeting tomorrow. He also attended the NM Municipal League Training and it was  
288 interesting and an eye opener.  
289

## 290 **XVIII. DEPARTMENT REPORTS**

291

292 Chief Mike Heal appreciated Mayor Snover being at the Chief's Coffee and  
293 hopes to have more students next time. Next meeting at the College is the 18<sup>th</sup> of April  
294 at the College. He attended the legislative board meeting in Santa Fe where they were  
295 discussing school safety.  
296

## 297 **XIV. ADJOURNMENT**

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299 Moved by Commissioner Lewis, SECONDED by Mayor Pro-Tem Fry to adjourn  
300 the meeting at 7:30 p.m.  
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ATTEST:

\_\_\_\_\_  
Mayor, Victor Snover

\_\_\_\_\_  
Karla Sayler, City Clerk

MINUTES PREPARED BY:

\_\_\_\_\_  
Sherlynn Morgan, Administrative Assistant

DRAFT

# Staff Summary Report

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<b>MEETING DATE:</b>	April 10, 2018
<b>AGENDA ITEM:</b>	IX. CONSENT AGENDA (C)
<b>AGENDA TITLE:</b>	Inter-Governmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec

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<b>ACTION REQUESTED BY:</b>	Delain George
<b>ACTION REQUESTED:</b>	Approval of Intergovernmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec
<b>SUMMARY BY:</b>	Delain George

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## PROJECT DESCRIPTION / FACTS

October 1991, the City executed a JPA with the State of New Mexico to operate the Motor Vehicle office in Aztec. The most recent agreement was executed in May 2014 for a four year term ending May 24, 2018.

The proposed agreement is a 4 year term set to expire December 31, 2022. Aztec City Attorney, Mr. Larry Thrower, has reviewed the agreement.

The proposed agreement has been reworked, giving more clarity as to how the functions of the agreement shall be carried out by both NM TRD MVD and the City of Aztec MVD Department. Some of the notable changes in the proposed agreement vs. the current agreement are as follows:

Section 2.1 – The provider is to review and sign the MVD Mission and Core Values in Appendix E. I think we can all agree we expect our employees to give great customer service.

2.2.4 The penalty changed from 10% to 5% when required funds are not available. Each day, Aztec MVD closes out the day using the NM TRD MVD software and prepares a nightly deposit which is then taken to the bank, NMTRD MVD will sweep the City’s bank account for the funds stated in the close out process. If those funds are not available by the close of the next business day, then the City of Aztec could receive a 5% penalty, per day, until the funds are available. To date, this has not happened and the risk of having it happen is very minimal.

2.2.4.3 The Provider may accept cash, personal checks, business checks, debit/credit card payments from its customers. The Provider shall be liable for any check returned for insufficient funds or any other dishonor. The last sentence is new to the agreement, but not new to our current process. This was made clear from the previous NMTRD MVD director, about a year ago, that the City of Aztec or any municipality would be responsible for collecting any returned check for payment. The City of Aztec made a business decision not to accept personal or business checks from its customers. We do however; accept business checks from local area car/boat dealerships that have a proven record of payment. Many municipalities have the same policy. Prior to this new process, NMTRD MVD would be liable for the returned check, NM MVD has the recourse to suspend a license or registration etc... but with the change would not allow municipalities the same privilege. With having no recourse or the funds to recover returned checks we no longer accept checks at Aztec MVD.

Section 5.2 and Appendix B and C – There is an increase to our Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty. In the past City of Aztec has secured a \$100,000 surety bond for the Aztec MVD office meeting requirements of prior agreements. After trying to seek a surety bond for \$250,000, to find out that a \$250k bond does not exist, the maximum bond amount issued for Corporate Performance for Loss, Fraud, Theft, and Employee Dishonesty is \$100,000. I asked NM TRD-MVD for additional clarification as to what is acceptable for the required coverage, what are other municipalities doing? Aztec was not the only municipality requesting this clarification. NM TRD-MVD made a final determination that coverage can now be a bond or insurance. The City of Aztec already carries insurance policies through New Mexico Self Insurers’ Fund (NMSIF) which well exceeds the required amounts for this agreement and which are acceptable to NM TRD-MVD. Because of this determination we will see a decrease of \$575/year for at least the next four years, once agreement has been approved, because the surety bond is no longer needed.

They are as follows:

- CRIME - \$500,000 Employee Dishonesty Blanket Coverage, \$50,000 Forgery; \$50,000 Theft; \$10k deductible per occurrence.
- ERRORS & OMISSIONS - \$1,000,000 per occurrence
- GENERAL LIABILITY - \$4,000,000 annual aggregate

The remaining sections of agreement have been in place for the past few agreements with regards to responsibilities of NM TRD MVD and City of Aztec, background investigations, personnel, notifications, training, inventory and supplies, security, etc...most all sections have been reorganized and renumbered to make the agreement more clear for everyone.

For every driver’s license, and ID Card processed, we are reimbursed \$6.00, from NM TRD MVD, with the exception of senior licenses, there is no reimbursement. For titles and registrations we are reimbursed \$5.00 for each processed transaction. In addition, we receive \$1.50 for every transaction processed. If our office goes over 10,000 transactions the year prior, we receive an additional \$1 per transaction, the next year for each transaction. So in short, we receive \$8.50 for each driver’s license and \$7.50 for each title and registration. We do not receive reimbursement from the state for road tests, senior licenses, handicap placards or VIN inspections. We charge a City of Aztec administration fee of \$5 for every transaction to help offset expenses.

We have 3.25 full-time employees and 2 part-time, (one of which is shared between utilities and MVD)

**FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

VIN Inspector Bonds – 5 employees at approximately \$300 each = \$1,500  
 Fingerprinting for any new employee \$50

Aztec MVD Actual Budget	FY15	FY16	FY17	FY18 (6mos-Dec)
MVD - State Reimbursement	90,811	94,152	82,854	44,507
Aztec Admin Fee	47,158	70,741	66,558	37,143
<b>Total Revenues</b>	<b>137,969</b>	<b>164,893</b>	<b>149,412</b>	<b>81,649</b>
 Personnel/Benefits	 153,426	 154,965	 162,907	 79,512

<b>Aztec MVD Actual Budget continued</b>	<b>FY15</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18 (6mos-Dec)</b>
Supplies & Services	17,426	12,476	13,758	6,286
<b>Total Expenses</b>	<u>170,852</u>	<u>167,441</u>	<u>176,665</u>	<u>85,798</u>
<b>Deficit</b>	<u>(32,883)</u>	<u>(2,548)</u>	<u>(27,243)</u>	<u>(4,419)</u>

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**SUPPORT DOCUMENTS:** Current and Proposed NMTRD MVD Agreement  
2016 Aztec MVD Audit

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Intergovernmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec

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STATE OF NEW MEXICO  
TAXATION & REVENUE DEPARTMENT

INTER-GOVERNMENTAL AGREEMENT BETWEEN:  
THE MOTOR VEHICLE DIVISION  
AND  
THE CITY OF AZTEC

**THIS INTER-GOVERNMENTAL AGREEMENT** is made and entered into pursuant to the provisions of Section 66-2-14, NMSA 1978 by and between the State of New Mexico, Taxation and Revenue Department (hereinafter "TRD"), Motor Vehicle Division hereinafter ("MVD") and the **City of Aztec** (hereinafter "Provider").

**PURPOSE:** For affecting the economy in carrying out the functions of MVD and providing necessary services to the citizens of the State of New Mexico. Section 66-2-14, NMSA 1978 authorizes the TRD secretary to appoint agents to act on behalf of MVD to perform certain functions of MVD. Under this authority, MVD hereby appoints the Provider to perform certain services on behalf of MVD, and the Provider accepts this appointment, subject to the provisions of this Agreement.

**1. DEFINITIONS: The following terms, phrases and acronyms, as used in this Agreement, are defined.**

- 1.1 **Business Day:** means 8:00 a.m. to 5:00 p.m. any weekday excluding any holiday when MVD is closed.
- 1.2 **Confidential Information:** means personal information obtained by MVD or the Provider regarding a person's motor vehicle information pursuant to the Motor Vehicle Code that may not be released pursuant to Section 66-2-7.1, NMSA 1978, or the DPPA.
- 1.3 **Data:** means any type of motor vehicle information required by State or Federal statute to be obtained by MVD and maintained in the MVD database.
- 1.4 **Department:** The New Mexico Taxation and Revenue Department.
- 1.5 **DPPA:** The Driver's Privacy Protection Act of 1994, defined in Title 18 U.S.C. Chapter 123: Prohibition on Release and Use of Certain Personal Information from State Motor Vehicle Records §§2721-2725.
- 1.6 **Fee:** means the form of compensation charged by MVD or the Provider for services subject to the jurisdiction of the commission for various MVD transactions performed for the customer.
- 1.7 **HIN Inspection:** means the physical verification of the Hull Identification Number affixed to a vessel.



- 1.8 **Mandatory:** means the terms “must,” “shall,” “will,” “is required,” or “are required,” to identify a mandatory item or factor within this agreement.
- 1.9 **Motor Vehicle Information:** means all information obtained and maintained pertaining to identification cards, driver licenses, permits, disabled placards, and motor vehicle or vessel title and registration.
- 1.10 **MVD:** Motor Vehicle Division of the New Mexico Taxation and Revenue Department.
- 1.11 **MVD Representative:** An employee identified by MVD, TFID, TRD, who is authorized by the MVD Director to supervise, delegate, inspect, audit, observe, or otherwise review the operations and records of Provider.
- 1.12 **Product(s):** Tangible items such as license plates, title documents, registration stickers, driver licenses, or permits that are delivered to a customer as a result of completing a transaction with the Provider.
- 1.13 **Records:** means an account, correspondence, memorandum, tape, disc, paper, book or transcribed information, or electronic data information, including the electronic hardware or software necessary to access the electronic data information in its document form, regarding the operation of a motor carrier or created in conjunction with the transaction of MVD business.
- 1.14 **Services:** means the act or process of an individual authorized by MVD to perform transactions or give information relating to a customer's vehicle, vessel, or driver transactions.
- 1.15 **Tapestry:** means the software system MVD uses to provide driver and vehicle services.
- 1.16 **TFID:** The Tax Fraud Investigation Division.
- 1.17 **Transaction:** means all operations completed at one time during a customer’s single visit to the Provider.
- 1.18 **TRD:** New Mexico Taxation and Revenue Department.
- 1.19 **User:** means an authorized Provider or a Provider employee who has access to MVD data, performs daily tasks related to MVD products or services, or has access to MVD forms, documents, equipment, or inventory.
- 1.20 **VIN Inspection:** An inspection performed by a certified VIN inspector to verify a Vehicle Identification Number (VIN), which is affixed to a motor vehicle and identifies that specific automobile from factory to destruction.

## 2. THE PARTIES MUTUALLY AGREE THAT THE PROVIDER SHALL:

- 2.1 Adhere to this Agreement with MVD and comply with all terms and conditions within the Agreement. The Provider is acting on the behalf of MVD and shall uphold the standards and quality of MVD’s policies, procedures, and excellence in customer service. The Provider is to review and sign the MVD Mission and Core Values in Appendix E.



2.2 MVD authorizes Provider to provide the following services, actions, or transactions delegated to the Provider under the provisions of Chapter 66, NMSA 1978, as amended or renumbered:

- 2.2.1 **Vehicle Services:** Register and title vehicles and/or vessels.
- 2.2.2 **Driver Services:** Accept applications for, administer required written and/or skills tests, and issue driver licenses, permits, disabled placards and identification cards.
- 2.2.3 **Financial Responsibilities:** The Provider shall collect all fees, taxes and other charges provided by law under Chapter 7, Articles 14, Article 14A, and Chapter 66, NMSA 1978, as amended or renumbered. The Provider shall remit fees, taxes, and charges to MVD, using an attestation of accuracy, no later than the close of the next business day following the transaction or revenue collection, in the manner established by MVD.
- 2.2.4 If the Provider has insufficient funds for all fees, taxes and other charges required to be submitted, there shall be a penalty of five percent (5%) of the amount due for each day the funds are late and:
  - 2.2.4.1 If the Provider undercharges the customer, the Provider is responsible for timely remitting the correct amount to MVD.
  - 2.2.4.2 If the Provider overcharges the customer, the Provider must remit to MVD the amount collected from the customer and the customer will need to file a claim for refund with MVD to be reimbursed the amount overcharged by the Provider.
  - 2.2.4.3 The Provider may accept cash, personal checks, business checks, debit, or credit card payments from its customers. The Provider shall be liable for any check returned for insufficient funds or any other dishonor.
- 2.2.5 **VIN/HIN Inspections:** Certified inspectors, employed by the Provider, may perform vehicle and vessel inspections only at the Provider's location if they are bonded separately from the basic Provider bonding requirements. Certified law enforcement and department VIN/HIN inspectors may also perform VIN/HIN inspections at the Provider's location.

2.3 The Provider shall not discriminate based on origin, race, color, religion, disability, and sexual orientation. Provider shall accept documents in another language if English translation is provided as accepted by the policy of MVD. Federal laws prohibit discrimination based on a person's national origin. Laws prohibiting national origin discrimination make it illegal to discriminate because of a person's language, culture, birthplace, or ancestry. This means people cannot be denied equal opportunity because they or their family are from another country, because they have a name or accent associated with a national origin group, because they participate in certain customs associated with a national origin group, or because they are married to or associate with people of a certain national origin. All persons shall be entitled to the full and equal satisfaction of services, facilities, privileges, advantages, and accommodations



of any place of public accommodation, as defined in Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000, et seq., as amended.

- 2.4 The Provider shall provide utilities, office space, employees, and general office supplies to include fax machines, copiers and other items not specified herein necessary to provide services under this Agreement. Provider is responsible for all costs of providing and maintaining Provider's equipment, and connections, regardless of whether the cost is a one-time or recurring cost, except as may be further specified in this Agreement. All equipment and communications must meet the minimum standards established by MVD.
- 2.5 The Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or regarding activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.
- 2.6 The Provider and employees of the Provider who work on MVD matters are not employees of the State of New Mexico. Neither the Provider nor its employees shall represent that the Provider or Provider's employees are employed by or are a subdivision of MVD or the State of New Mexico.

**3. THE PARTIES MUTUALLY AGREE THAT MVD SHALL:**

- 3.1 MVD shall provide any special equipment required for Provider to perform its obligations under this Agreement. Such equipment shall be purchased and maintained by MVD at MVD's expense. Special equipment may include computers, license photo cameras, laminating machines, special forms printers, vision testing equipment, queuing machines or kiosks. Standard office printers, copiers, and fax machines are not included in MVD's provided equipment.
- 3.2 MVD will provide, maintain, and repair computers, printers, camera equipment, and network connectivity, including hardware and circuits necessary to perform driver and vehicle transactions. Provider agrees to use only MVD approved software for performing vehicle or driver transactions. Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data.
- 3.3 MVD shall make available to the Provider direct access to Tapestry. Access will be limited in scope to the information needs of the Provider's MVD related daily operations and business transactions. The information obtained through Tapestry shall be used exclusively for the services covered by this Agreement.
- 3.4 MVD shall provide all necessary official inventories of controlled products, equipment, and access to Tapestry. Tapestry access will be limited in scope to the information needs of the Provider's MVD related daily operations and business transactions that will enable the Provider to perform those actions or transactions specified by this Agreement.



- 3.5 MVD shall promptly advise the Provider of system/application downtime, whether scheduled or not, to the extent MVD has or obtains knowledge of such downtime.
- 3.6 MVD agrees to advise the Provider in advance of any scheduled system enhancements and/or software upgrades of which MVD is aware.
- 3.7 MVD shall provide initial system/application training, when the Provider's MVD office is opened or when new systems or applications are implemented, to the Provider and the Provider's employees. Initial system/application training costs shall be incurred by MVD.

#### **4. PROVIDER QUALIFICATIONS:**

- 4.1 No person shall be eligible to be a Provider, an employee of a Provider, or be able to continue in that capacity if the person has been convicted of any felony charge, or has been convicted of any crime involving administration of the Motor Vehicle Code, dishonesty or making a false statement within the previous ten (10) years.
- 4.2 Any governmental entity that has had a history of corruption or had operated an MVD office in the past, which was closed due to fraud, misappropriation, or similar prohibited activities, shall be permitted to operate as a provider only after a thorough evaluation by MVD of the governmental entity to include its officers and the employees to be assigned MVD duties. Final approval shall be coordinated between the TRD Cabinet Secretary, and the MVD Director.

#### **5. GENERAL RESPONSIBILITIES AND REQUIREMENTS OF THE PROVIDER:**

- 5.1 The Provider shall comply with all applicable federal, state and local laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, in the operation of the business, including, but not limited to, the federal Americans with Disabilities Act of 1990, the New Mexico Human Rights Act, Sections 28-1-1, et seq., NMSA 1978, the federal Occupational Safety and Health Act of 1970, the New Mexico Occupational Safety and Health Act, Sections 50-9-1, et seq., NMSA 1978 and the federal Civil Rights Act of 1964. MVD shall provide information to the Provider regarding changes in MVD rules and regulations within ten (10) days of the adoption of such changes.
- 5.2 Provider must obtain/provide a Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of the Municipality, its officers, agents, representatives, employees or contractors as required by Appendix B and C.
- 5.3 The Provider is responsible for obtaining all MVD approved equipment and communication specifications, as listed on Appendix A "Mandatory Computer/Network Requirements" and Appendix D "Mandatory Computer/Network Security Requirements." The Provider agrees to use only MVD approved software for performing vehicle or driver transactions. The Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data. The Provider is responsible for all costs of providing and maintaining the Provider's equipment, and connections, regardless of whether the cost is a one-time or recurring cost. All equipment and communications must meet the standards established by MVD.



- 5.4 The Provider shall not develop any hardware, software, or programs that would allow the Provider to be a portal for other entities or persons to indirectly access Tapestry.
- 5.5 The Provider and its employees are prohibited from providing indirect access to Tapestry and from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.
- 5.6 The Provider shall not sell, or transfer data obtained from MVD or on MVD's behalf to any third party unless authorized in writing by MVD.
- 5.7 The Provider shall maintain accurate records of all Providers' employees working on MVD matters. The roster shall contain the name, address, and date of birth, date of hire, social security number, date and results of the background investigation and work schedule of such employees. The records shall also contain the date that the Provider performed the background investigation pertaining to each member of the Provider's employees who works on MVD matters or has access to Motor Vehicle Information. The records shall be made available for MVD's review within twenty-four (24) hours after a written request from MVD. MVD may establish quality performance standards for the Provider.
- 5.8 MVD will keep the Provider advised of these standards and of any change made in the standards from time to time.

## **6. BACKGROUND INVESTIGATIONS:**

- 6.1 The Provider who is considering a potential applicant for a position that will require authorized access to perform work associated with driver's licenses or who may be assigned to perform work tasks associated with driver's licenses shall require the potential employee to submit to a background investigation to include a national criminal history records search and a state background investigation as is required by Section 9-11-10.1 NMSA 1978.
- 6.2 The Provider and the Provider's employees are fully responsible for the acts or omissions of the services the Provider provides under this Agreement.
- 6.3 A background investigation on all Users and employees of the Provider who work on MVD matters will be conducted prior to the start date of the User or employee. Fingerprints are required for a national criminal history records search and state background investigation. The background investigation, at a minimum, shall include the following:
  - (1) The User or employee's work history;
  - (2) The User or employee's tax compliance history (New Mexico and federal);
  - (3) The User or employee's driving history.

## **7. PROVIDER PERSONNEL:**

- 7.1 The Provider shall not hire or engage the services of any current employee of the Department unless Provider has first notified the Director or a Deputy Director of MVD.



- 7.2 The Provider shall not, without written permission from MVD, employ any individual to provide MVD services if the individual has been subject to disciplinary action by the Provider or other previous employer within the last ten (10) years.
- 7.3 The Provider's employees shall agree to background investigations before the date of hire. The Provider shall not knowingly employ any individual to provide MVD services if the individual has:
- (1) Any felony conviction within the last ten (10) years.
  - (2) A conviction involving misdemeanor offenses punishable by six (6) months or more imprisonment, DWI offenses, fraud or fraudulent activities, theft, bribery, making false statements, or any crime involving dishonesty or moral turpitude.
- 7.4 The Provider shall maintain an accurate employee log of all Provider's employees working on MVD matters or employees who have access to Motor Vehicle Information. The employee log shall contain the name, address, date of birth, date of hire, social security number, date of the background investigation, and work schedule of such employees. The Provider shall notify the MVD Designated Representative, Director or Deputy Director when there is any change related to the Provider's employees within twenty-four (24) hours of event.
- 7.5 The Provider shall immediately suspend any employee from access to MVD software, equipment, inventory, facility, products, and services upon notification from MVD or TRD that a criminal or administrative investigation was initiated regarding that individual.
- 7.6 The Provider is required to inform all employees of updates and changes regarding MVD policies, rules, and regulations in relationship to daily operations and transactions.
- 7.7 The Provider is required to inform and make available appropriate forms to all employees explaining the Provider's human resources policies.
- 7.8 The Provider shall inform all employees, agents and contractors in writing that they are mandated to report violations of applicable laws, rules, regulations, or conditions of this Agreement directly to the TFID of TRD.

## **8. NOTIFICATIONS AND REPORTING CHANGES:**

- 8.1 Within thirty (30) business days after signing this Agreement, the Provider is required to provide MVD with the employee log and required information for authorized employees listed in paragraph 5.7 within this agreement.
- 8.2 The Provider shall report any known violation of the terms of this Agreement, including violation of applicable laws, rules, or regulations, acts or omissions of its employees or customers, regarding the services provided herein to the Director or Deputy Director of MVD within twenty-four (24) hours of becoming aware of the incident. This provision includes, but is not limited to, reporting of any attempt to bribe an employee, potential customer fraud, any



breach of confidentiality of MVD data resources, any misuse of MVD inventory, any breach of testing integrity, and any criminal misconduct, including violation of motor vehicle laws including DWI by its employees.

- 8.3 In the event that an employee of the Provider separates from employment, the Provider shall notify MVD of the change within twenty-four (24) hours of the event of separation.
- 8.4 The Provider shall notify the MVD Director or Deputy Director in writing within two (2) business days of an arrest, on any charge, of any of Provider's Users.

## **9. TRAINING:**

- 9.1 All employees of the Provider who work on MVD matters must be sufficiently trained on MVD policies, procedures, processes, software, and training on system access and transaction completion, before being allowed to process driver or vehicle transactions.
- 9.2 The Provider shall establish and adhere to a timely distribution and training procedure for written materials and instructions forwarded to the Provider by MVD.
- 9.3 All Users are required to attend a MVD-approved vendor training session for both Driver Services and Vehicle Services.
- 9.4 Training plans, training videos, or training documents developed by Provider pertaining to MVD matters must be reviewed and approved by MVD to ensure correctness of material and to ensure standardization of training information among other municipal or county entities that provide MVD services.
- 9.5 The Provider shall maintain training records for all employees working on MVD matters. Records shall include all basic, advanced, or remedial instruction provided to the employee by MVD or by Provider. Training records shall be maintained on site and made available to Authorized MVD Representatives upon request and during audits, inspections, or investigations.
- 9.6 All employees of the Provider must complete a Security Awareness Training session provided on-line by TRD/MVD.
- 9.7 All the Providers and their employees/users that are approved to offer Driver Services are required to complete Fraudulent Document Recognition training provided on-line by TRD/MVD.
- 9.8 The Provider agrees to comply with MVD requests that any named Provider employee(s) complete required MVD training within a timeframe set by MVD.
- 9.9 The Provider shall comply with, and train employees on the confidentiality provisions contained in Section 66-2-7.1, NMSA 1978 and in the DPPA.
- 9.10 Refresher training shall be given a minimum of every two (2) years or as determined by MVD. All wages, costs and other expenses for the Provider and its employees, including travel, lodging, and meal costs for any training shall be the responsibility of the Provider.



## **10. USER IDENTITY MANAGEMENT:**

- 10.1 The Provider and the Provider's office manager, supervisor(s), and employee(s) who are authorized to work on and with MVD matters shall be assigned a unique set of system access codes that identify the User and the User's permissible actions within the MVD transaction applications. The assignment of access codes shall be made available by the Department once a request for a User ID for each authorized individual is approved. The Provider shall ensure that access codes are properly used and secured. The Provider shall immediately change codes upon notice from MVD.
- 10.2 Each of the Provider's employees shall be assigned a unique password. The Provider must ensure that passwords are not shared or disclosed amongst employees.
- 10.3 In the event of employee discipline or separation from employment, the Provider shall notify MVD in writing within twenty-four (24) hours to deactivate the employee's password. Any violation of this provision shall be grounds for suspension or termination defined in Section 20.

## **11. FACILITY:**

- 11.1 This Agreement is contingent upon the Provider maintaining in force during the entire contract period a lease or sublease that extends by its terms to the end of the contract period of this Agreement. If the facility is not owned by the Provider, the Provider is required to provide MVD with a copy of the current lease or rental agreement for the facility, and all amendments thereto.
- 11.2 Prior to the execution of this Agreement, the Provider shall provide MVD a copy of its insurance declarations page showing proof of adequate coverage for its employees and buildings.
- 11.3 The Provider shall maintain its office within the location agreed to by MVD; the Provider shall not move the site to another location without the advance written consent of MVD.
- 11.4 If Provider is establishing a new facility or moving an existing facility to a new location, that facility is required to be evaluated and approved by MVD prior to Provider finalizing any decision on use of that facility as an MVD facility.
- 11.5 Provider shall maintain a facility open to the public that meets the following criteria:
  - (1) Location based on demonstrated public need or market analysis.
  - (2) Office facilities, including lighting, air conditioning, heating, and ventilation that meet the standards of the local community.
  - (3) Parking, including disability parking as prescribed by law, adequate for projected customer demand.
  - (4) Waiting area adequate for projected customer demand.
  - (5) Restroom facilities adequate for public and employee demand, and when possible, separate restrooms for gender and for employees and customers will be available.
  - (6) Testing area providing adequate security and monitoring.
  - (7) Exterior and interior security as required by state and local laws.
  - (8) Employee work stations meeting OSHA and professional office standards.



- (9) The Provider's entire facility shall be smoke-free.
- 11.6 The Provider's entire facility and parking area shall follow the Federal Americans with Disabilities Act of 1990, defined in Title 42 U.S.C., Chapter 126, Section 12101, and Equal Opportunity for Individuals with Disabilities et seq., as amended.
- 11.7 The Provider is required to ensure facilities contain adequate access for the delivery of MVD products and services.
- 11.8 The Provider shall designate a secure location(s) for computer equipment, printers, all data, and other sensitive information to ensure that the public or unauthorized employees are prohibited or prevented from accessing or viewing confidential information.
- 11.9 The Provider shall adopt a current facility maintenance plan or update the existing acceptable facility maintenance plan and submit the plan to MVD Representative within thirty (30) days of execution of this agreement for review and approval. The Provider shall be responsible for assuring that the interior and exterior of the facility premises are maintained in a clean, safe and attractive condition at all times.
- 11.10 The facility maintenance plan shall include that carpets and floors be professionally cleaned as needed and no less than once per year and that the walls are maintained and free of markings and damage. Interior walls are required to be repainted when necessary or ordered by the MVD representative during the term of this Agreement.
- 11.11 The Provider's exterior facilities shall be well marked, with adequate signs to ensure the public is able to locate the facility conveniently, and as may be directed by MVD.
- 11.12 The Provider shall prominently display on the premises and clearly visible to the public a sign no less than 2ft x 2ft specifying the charges imposed by the Provider for providing services and products in addition to the fees charged.
- 11.13 The Provider shall prominently display on the premises and clearly visible to the public a sign no less than 2ft x 2ft using the following or similar language:
- 11.13.1 "This Motor Vehicle Division office is operated by City of Aztec under an agreement with the Motor Vehicle Division of the Taxation and Revenue Department. Comments regarding service or other concerns should be directed to (Delain George, Business Office Director, 201 W Chaco St, Aztec, NM 87410, (575) 334-7673) or to Director, Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296."
- 11.14 The Provider shall not allow members of the public or the Provider's employees to post, advertise, or display any printed materials, pictures, or photographs that support, endorse, promote, or oppose political, religious, or offensive causes.



## **12. INVENTORY AND SUPPLIES:**

- 12.1 Provider is required to maintain an accurate inventory of supplies and resources provided by MVD. MVD shall provide a list of items to be inventoried by Provider and a format for Provider to follow.
- 12.2 Inventory shall remain in a designated area that is secured. The Provider is required to reimburse MVD for all loss of MVD inventory, regardless of reason, and shall reimburse MVD for all loss of inventory. Required secured inventory shall be stored in the following:
  - (1) A safe.
  - (2) An inventory room with a security lock or locks on the door.
  - (3) A secured lockable cabinet.
- 12.3 The Provider is required to ensure that only authorized Users have access to MVD related inventory and supplies.
- 12.4 The Provider shall maintain a record of ordered inventory, received inventory; inventory used, and inventory discrepancy reports. Inventory records shall be maintained on site and made available to the MVD Representative upon request. Records shall be retained in accordance with Provider record retention requirements and/or MVD record retention requirements. In no case shall records be destroyed without MVD approval.
- 12.5 The Provider is responsible for all inventory discrepancies and is required to investigate the cause of the inventory discrepancies annually. A written report of inventory discrepancy investigations must be submitted to the TFID, the MVD Director, or Deputy Director upon completion. The Provider is required to reimburse MVD for all loss of MVD inventory, regardless of reason, and shall agree to reimburse MVD for all loss of inventory.
- 12.6 The Provider shall immediately report the discovery of any theft, burglary, or loss of inventory, controlled documents, or products to the appropriate local law enforcement agency and the Director or Deputy Director of MVD.

## **13. SECURITY**

- 13.1 The Provider shall implement and/or review the existing security plan and submit the new, existing, or updated security plan for the business location to the MVD Representative within thirty (30) days of execution of this agreement for review and approval. The security plan shall contain specifics that eliminate or reduce the potential for loss of MVD inventory and improper access to MVD data systems. Security plan requirements are listed in Appendix D "Mandatory Computer/Network Security Requirements."
- 13.2 Providers are required to ensure that all monies received for MVD operational funds are secured in locking cash registers or lockable drawers.
- 13.3 The Provider shall immediately report the discovery of any burglaries, and thefts of equipment or controlled documents and controlled products to the appropriate local law enforcement agency and the Director or Deputy Director of MVD. The Provider shall reimburse MVD for



loss of all MVD equipment or inventory regardless of reason and shall reimburse MVD for any direct or indirect loss sustained as the result of such loss.

#### **14. RECORDS AND RECORD REPORTING:**

- 14.1 All records are the property of MVD and shall be accessed by Provider and its employees for MVD business purposes only. Records, for this purpose, are defined as all documentation related to MVD daily business operations or transactions, whether the records are hand written, hard copies, originals, scans, typed, emails, or electronic documents or files regardless of physical form or characteristic. MVD shall make available to Provider access to MVD vehicle and driver record files. Such access shall be strictly limited in scope to that information needed by Provider in the conduct of Provider's MVD related business. The information obtained through such access shall be used exclusively for the services covered by this Agreement. Provider and its employees are prohibited from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.
- 14.2 The Provider shall allow only authorized Users to access the database records to obtain information necessary to perform functions and duties of the Provider. No other individual or entity shall access or otherwise utilize any information or data obtained pursuant to this Agreement for any purpose not permitted or authorized in writing by MVD. Information from the records or otherwise obtained in connection herewith shall not be provided to any individual, company, entity or agency without prior authorization in writing by MVD. Unauthorized use or dissemination of MVD information will be grounds for immediate suspension of the User pending further investigation or may result in termination of this Agreement.

#### **15. AUDITS, INSPECTIONS AND INVESTIGATIONS:**

- 15.1 The Provider's facilities/service locations, operations, and records are subject to periodic audit and inspections. TRD/MVD and TFID, through their authorized representative(s), shall conduct random inspections and audits with or without prior notice to the Provider during regular business hours to evaluate Provider's operations and to ensure compliance with this Agreement, as well as with state and federal laws, rules, and regulations. The Provider is required to maintain detailed records of all transactions performed under this Agreement for a period of three (3) years from the date the transaction is processed.
- 15.2 Authorized TRD, MVD, and TFID Representatives are entitled to make copies of all the Provider records at MVD's expense. Records used for MVD-related business, shall indicate the date, time and nature of the services rendered and shall include, but not be limited to, MVD required transaction reports, payments to MVD, balance and close out documents, daily financial records, such as deposit information, with total daily revenue summaries for the office.
- 15.3 The Provider shall keep the original records at its service locations for one (1) year. Failure to comply with the provisions of this subparagraph shall constitute a material breach of this Agreement, entitling MVD to deny access to the MVD system for transaction processing, or



suspension until further investigation by MVD Representative until corrective action is determined.

- 15.4 The Provider shall be informed in writing by MVD within ten (10) business days of an audit or inspection of any deficiencies it may have regarding compliance with applicable laws, rules, regulations and/or this Agreement that are determined to exist as a result of an audit, inspections, or failure to comply with required record maintenance. Within ten (10) business days of receiving written notification of deficiencies, the Provider shall develop a plan to correct reported deficiencies. The Provider's corrective action plan must be reviewed and approved by MVD. To ensure compliance, a secondary audit will be scheduled within fourteen (14) business days after the implementation of the approved corrective action plan. Failure of compliance at the time of the secondary audit will result in the suspension or termination of this Agreement.

#### **16. PROVIDER COMPENSATION & TAX REQUIREMENTS:**

- 16.1 Provider is entitled to no compensation under this Agreement other than that provided by statute. As compensation for operating a motor vehicle field office, Provider shall be paid in accordance with Sections 66-6-23(A) (1) and (A) (2) NMSA 1978, as that section may be amended and renumbered.
- 16.2 Provided that the reports required from Provider have been audited and accepted as required by Section 66-6-22.1, NMSA 1978, payment, less any applicable penalties, shall be made to Provider no later than the 24<sup>th</sup> day of the month following the month of collection by Provider or the date deposited to the credit of MVD, whichever is later. Payment shall be accompanied by a report that includes, at a minimum, the date range for which the payment covers, and shall be based on transactions reported to MVD by Provider.
- 16.3 Notwithstanding anything to the contrary contained herein, the Provider shall have the right to assess its own fee for each customer transaction.
- 16.4 The Provider is not subject to the provisions of the Gross Receipts and Compensating Tax Act relative to registration for, filing and paying gross receipts tax on receipts under this Agreement.

#### **17.ASSIGNMENT**

- 17.1 Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement.

#### **18.DISCLOSURE OF INFORMATION / CONFIDENTIALITY:**

- 18.1 During the term of this Agreement, and subsequent to any termination hereof, the Provider, its employees, officers, or representatives shall not disclose, distribute, make available or utilize in any manner whatsoever, any information, data, records, secrets or confidential material which was obtained during the performance of this Agreement.
- 18.2 The Provider shall not sell or disclose to any person, firm or corporation, any information regarding the persons to whom license plates, decals, registrations, licenses or identification



cards have been issued or any information of any kind tending to disclose the number thereof issued or the person(s) to whom the same were issued.

18.3 The Provider and all Users are subject to the criminal sanctions for unauthorized disclosure of confidential information found in Section 66-2-7.1(B), NMSA 1978 and the civil sanctions found in the DPPA at Title 18 U.S.C § 2724, as such statutes may be amended or renumbered.

18.4 The Provider shall further require all Users to sign an acknowledgement form acknowledging that the User will be subject to criminal and civil sanctions for unauthorized disclosure as provided above.

#### **19.TERM:**

19.1 This Agreement shall be effective on the date on which the parties duly execute it in full. This Agreement will expire on December 31, 2022 unless terminated or suspended pursuant to the terms of this Agreement.

#### **20.SUSPENSION, REINSTATEMENT& TERMINATION:**

20.1 TRD, may suspend access to any MVD data for a period of time at the discretion of the MVD Director, for violation of any material condition or obligation under this Agreement, any alleged violation of the Motor Vehicle Code and associated MVD rules and regulations, and the timely processing of MVD transactions and required remittance of MVD or TRD fees. If the Provider believes that suspension is inappropriate, the Provider may appeal the suspension in writing to the MVD Director within three (3) days of the suspension, but any such appeal does not stay the suspension. The Director's decision on the appeal will be final.

20.2 Either party may terminate this Agreement without cause upon at least thirty (30) days advance written notice to the other. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

20.3 MVD may terminate this Agreement immediately upon determining that the Provider or any of its employees, agents, contractors or representatives has:

- (1) Falsified any record or information pertaining to this Agreement.
- (2) Committed an act or omission that compromises or has the potential to compromise the integrity of TRD operations or systems.
- (3) Issued, written or produced any form of payment to TRD and said payment is returned or denied payment by any banking or credit institution, unless caused by an error or created by a third party which is not the fault of the Provider.
- (4) Failed to timely remit to TRD fees collected.

20.4 If this Agreement is terminated, the Provider shall surrender to MVD all official records, forms, documents, supplies and equipment furnished by MVD, and shall take such action as TRD shall direct for the protection, preservation, retention or transfer of all property titled to TRD and records generated under this Agreement. Any property or equipment provided to Provider shall



be returned to TRD upon termination and shall be submitted to TRD within two (2) business days after termination date of the Agreement.

The Provisions of paragraph 20.4 within this Agreement are not exclusive and do not waive TRD's other legal rights and remedies caused by Provider's default/breach of this Agreement, including referral to appropriate law enforcement agencies for criminal prosecution.

## **21. INSURANCE:**

- 21.1 The Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or regarding activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.
- 21.2 The Provider agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Provider fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by MVD.

## **22. LIABILITY:**

- 22.1 In no event shall MVD or its employees be liable to Provider for any direct, indirect, or consequential damage which is the result of acts of god, strikes, lockouts, riots, acts of war, epidemics, power failures, equipment or software failures, nuclear accidents or other disasters.
- 22.2 MVD and its employees shall not be liable for any claims of any nature against Provider by any party arising from any failure of Provider to transmit or interpret the record access information accurately.

## **23. EMPLOYMENT STATUS:**

- 23.1 The Provider, its officers, agents, representatives and employees are independent contractors performing services for MVD under this Agreement and are not employees of the State of New Mexico. Provider, its officers, agents, representatives, and employees shall not accrue leave, nor be eligible for retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

## **24. NEW MEXICO EMPLOYEES HEALTH COVERAGE:**

- 24.1 If Provider has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, the Provider certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between the Provider and the State exceed \$250,000 dollars.



- 24.2 The Provider agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- 24.3 The Provider agrees to advise all employees of the availability of State publicly financed health care coverage program.

**25. EQUAL OPPORTUNITY COMPLIANCE:**

- 25.1 The Provider agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Provider assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Provider is found not to be following these requirements during the life of this Agreement, the Provider agrees to take appropriate steps to correct these deficiencies.

**26. SUBCONTRACTING:**

- 26.1 The Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MVD.

**27. DISPUTES:**

- 27.1 In the event of a breach, the terms of this Agreement in Section 20 define the remedies of the parties. The Provider's sole remedy is specific performance on the part of MVD.
- 27.2 Venue of any lawsuit filed by either party against the other arising in whole or in part out of this Agreement shall be in District Court, County of Santa Fe, and State of New Mexico.
- 27.3 Disputes between the Provider and members of the public concerning the Provider's denial of or failure to either allow or deny any license, permit, placard or registration provided for under the Motor Vehicle Code, shall be handled by MVD in accordance with Section 66-2-17, NMSA 1978 and customers shall be so informed as necessary.

**28. AMENDMENT:**

- 28.1 This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**29. INDEMNIFICATION:**

- 29.1 Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions relating to this Agreement including the acts, omissions, or negligent actions of the other party. Any liability incurred regarding this Agreement is subject to the immunities and



limitations of the New Mexico Tort Claims Act, NMSA 1978, and Sections 41-4-1, et seq., as amended. 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. In the event that any action, suit or proceeding related to the services performed by the Provider or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Provider, the Provider shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the MVD by certified mail.

### 30. NOTICES:

30.1 All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be faxed, emailed, delivered in person or sent by mail.

30.2 The Provider shall notify the MVD Director or Deputy Director in writing thirty (30) calendar days prior to any change in either Provider's mailing address or Provider's designated contact person.

30.3 Provider designates the following individual at the following address to be its representative to receive written notices and communications, which are provided under this Agreement:

Name: Delain George  
Title: Business Office Director  
Mailing Address: 201 W Chaco St  
Aztec, NM 87410  
  
Physical Address: 201 W Chaco St  
Aztec, NM 87410  
Email: [dgeorge@aztecnm.gov](mailto:dgeorge@aztecnm.gov)  
Phone: (575) 334-7673

30.4 MVD designates the following individual at the following address to be its representative to receive written notices and communications, which are provided under this Agreement:

Name: Teresa Valdez  
Title: Municipal Office Operations  
Manager  
Address: Motor Vehicle Division  
1100 S St. Francis Dr.  
Santa Fe, NM 87505-4147  
Email: [Teresa.Valdez2@state.nm.us](mailto:Teresa.Valdez2@state.nm.us)  
Phone: (505) 660-8114  
Fax: (505) 476-1515



30.5 Provider shall keep MVD informed in writing of its current emergency notification address and telephone number where the Provider may be contacted in the event of an emergency. MVD shall provide similar information regarding the MVD contact.

**31. SEVERABILITY:**

31.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

31.2 MVD shall have no liability to the Provider if this Agreement is held to be invalid or unenforceable, in whole or in part.

**32. ENTIRE AGREEMENT:**

32.1 This Agreement shall be governed by the laws of the State of New Mexico and subject matter jurisdiction lies with the State of New Mexico.

32.2 This Agreement and Appendices referred to herein, incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement.

**33. ENFORCEMENT OF AGREEMENT:**

33.1 A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish the Provider's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**34. AUTHORITY:**

34.1 If the Provider is other than a natural person, the individual(s) signing this Agreement on behalf of the Provider represents and warrants that he or she has the power and authority to bind the Provider, and that no further action, resolution, or approval from the Provider is necessary to enter into a binding contract.

(Signature page to follow)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date on the last Signature affixed to this Agreement.

**State of New Mexico Taxation and Revenue Department: Motor Vehicle Division**

*John Monforte*

John Monforte  
Cabinet Secretary.  
Department of Taxation and Revenue

3-9-18  
Date

*Alicia Ortiz*

Alicia Ortiz  
Acting Director, Motor Vehicle Division  
Department of Taxation and Revenue

3-7-18  
Date

*JoAnn Chavez*

JoAnn Chavez  
Acting Administrative Services Division Director  
Department of Taxation and Revenue

3/12/2018  
Date

~~Approved for Legal Sufficiency:~~

*Regina Ryanczak*

Regina Ryanczak, Legal Bureau Chief  
Department of Taxation and Revenue

3/9/18  
Date

**City/County/Village/Town:**

\_\_\_\_\_

\_\_\_\_\_  
Date

Title

**Approved as to form:**

\_\_\_\_\_

City/County Attorney

\_\_\_\_\_  
Date



APPENDIX A

Mandatory Computer Requirements – Driver Services

Item	Description
1	Local Scanning Hardware/Software (1) Required per office location <ul style="list-style-type: none"> <li>• Scanner-Fujitsu 7160 (Model FI-7160)-captures documents or equivalent</li> <li>• Licensing/Subscription for EMC CWC (projected cost \$350/yr.)</li> </ul>
2	Workstation for each employee simultaneously accessing Tapestry <ul style="list-style-type: none"> <li>• Intel Core i5 or higher</li> <li>• 8GB RAM</li> <li>• Integrated Graphics</li> <li>• At least one VGA port and another video port for sending video signals to support dual monitors (Examples-VGA +Display Port, VGA+DVI, VGA+HDMI, VGA+VGA)</li> <li>• 500GB hard drive</li> <li>• Minimum 6 USB ports</li> <li>• Win 7 minimum OS</li> <li>• Internet Explorer 11</li> <li>• Adobe Acrobat Reader DC</li> </ul> Monitor – 17” or larger Mouse Keyboard
3	Printer- HP LaserJet P3015dn Printer or equivalent
4	PROVIDER must supply his or her own POS hardware and software. No Provider will use Tapestry POS hardware or software.
5	Minimum bandwidth connection to Internet <ul style="list-style-type: none"> <li>• 1 - 4 Persons Office: 1.5Mbps</li> <li>• 5-10 Persons Office: 3-5Mbps</li> <li>• 10-20 Person Office: 5-15Mbps</li> </ul>
<b>ADDITIONAL REQUIREMENTS NEEDED –            Providers Qualified to Produce Credentials</b>	



1	TRD-specified Camera Station
2	TRD-specified Eye Testing Machine(s)

**Mandatory Computer Requirements – Vehicle/Vessel Services**

Item	Description
1	<p>Local Scanning Hardware/Software</p> <p>(2) Required per office location</p> <ul style="list-style-type: none"> <li>• Scanner-Fujitsu 7160 (Model FI-7160)-captures documents or equivalent</li> <li>• Licensing/Subscription for EMC CWC (projected cost \$350/yr.)</li> </ul>
2	<p>Workstation for each employee simultaneously accessing Tapestry</p> <ul style="list-style-type: none"> <li>• Intel Core i5 or higher</li> <li>• 8GB RAM</li> <li>• Integrated Graphics</li> <li>• At least one VGA port and another video port for sending video signals to support dual monitors (Examples-VGA +Display Port, VGA+DVI, VGA+HDMI, VGA+VGA)</li> <li>• 500GB hard drive</li> <li>• Minimum 4 USB ports</li> <li>• Win 7 minimum OS</li> <li>• Internet Explorer 11</li> <li>• Adobe Acrobat Reader DC</li> </ul> <p>Monitor – 17” or larger</p> <p>Mouse</p> <p>Keyboard</p>
3	Printer- HP LaserJet P3015dn Printer or equivalent
4	<p>PROVIDER must supply his or her own POS hardware and software.</p> <p>No Provider will use Tapestry POS hardware or software.</p>
5	<p>Minimum bandwidth connection to Internet</p> <ul style="list-style-type: none"> <li>• 1 Person Office: 1.5Mbps</li> <li>• 5-10 Person Office: 3-5Mbps</li> <li>• 10-20 Person Office: 5-15Mbps</li> </ul>



**APPENDIX B**

***MANDATORY Requirements***

**Providers Qualified by MVD to Perform Driver Transactions**

In addition to requirements specified elsewhere in the Motor Vehicle Service Provider Agreement, the Provider must commit to obtaining\providing the following:

Item	Description
1	<p>Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of Company, its officers, agents, representatives, employees or contractors</p> <p>1 – 5,000 Transactions/year amount of bond: \$125,000</p> <p>5,001 – 15,000 Transactions/year amount of bond: \$250,000</p> <p>15,001 and over Transactions/year amount of bond: \$500,000</p> <p>A Provider performing more than one Type of Transactions (Driver, Vehicle, Vessel, and/or Driver Education) need only obtain one bond for the corporation/partnership.</p> <p>A Provider possessing current insurance or bond coverage for all these aspects, need only add MVD as a named party.</p> <p>Providers without blanket coverage including the above listed events can obtain multiple bonds or insurance policies. Bonds are preferred. When coverage is split into different policies or bonds, each policy or bond must be for the minimum amount of coverage the Provider must cover, given the Provider’s transaction volume.</p>



## APPENDIX C

### *MANDATORY Requirements for Providers*

#### **Qualified by MVD to Perform Vehicle & Vessel Transactions**

In addition to requirements specified elsewhere in the Motor Vehicle Service Provider Agreement, the Provider must commit to obtaining\providing the following:

Item	Description
1	<p>Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of Company, its officers, agents, representatives, employees or contractors</p> <p>1 – 5,000 Transactions/year amount of bond: \$125,000</p> <p>5,001 – 15,000 Transactions/year amount of bond: \$250,000</p> <p>15,001 and over Transactions/year amount of bond: \$500,000</p> <p>A Provider performing more than one Type of Transactions (Driver, Vehicle, Vessel, and/or Driver Education) need only obtain one bond for the corporation/partnership.</p> <p>A Provider possessing current insurance or bond coverage for all these aspects, need only add MVD as a loss payee.</p> <p>Providers without blanket coverage including the above listed events can obtain multiple bonds or insurance policies. Bonds are preferred. Coverage that is split into different policies or bonds, each policy or bond must be for the minimum amount of coverage the Provider must cover, given the Provider's transaction volume.</p>
2	<p>VIN Inspection Bond of \$30,000 per VIN inspector required, unless the VIN inspectors are already under the blanket coverage of the corporation.</p>



APPENDIX D

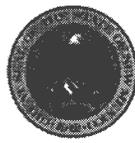
MANDATORY Minimum-Security Requirements

In addition to Security Requirements listed in the Agreement, Provider must also comply with the following, depending on the type of transactions the Provider has been authorized by MVD to perform:

Providers Approved for Driver and or Vehicle/Vessel Services Only	
Item	Description
1	A Separate, unique email box for each Provider employee performing Tapestry transactions. The sharing or disclosure of user IDs or logon credentials is PROHIBITED.
2	Any computing devices connected to MVD systems are required to have up-to-date system updates and antivirus/antimalware installed, full disk encryption is also recommended. The use of removable media is prohibited unless approved by MVD and should be encrypted.  Further instructions for implementing minimal required security controls can be found here: <a href="http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf">http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf</a>  Definitions for removable media - USB port devices (external hard drive), Compact Discs (CDs), Digital Versatile Discs (DVDs), USB flash/thumb drives, handheld wireless devices, media device, camera, audio recording device, and any other existing or future mobile storage device.  Documentation on encryption standards can be found at: <a href="http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf">http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf</a>
3	Any computing devices including Provider networking devices (routers, switches, firewalls) used for connecting to MVD System such as Tapestry must use strong, complex password including one capital, one number, and one special character. Default, simple out of the box passwords should be changed or disabled.
4	When a device with a hard drive or other storage medium including copier/scanner is no longer needed, the data contained is to be deleted and the storage medium destroyed.  Guidelines on how this removal can be accomplished can be found at: <a href="http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf">http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf</a>  This process should be documented and reported to MVD.
5	Any sensitive PII obtained under this contract shall be removed from the Provider-owned information technology assets upon termination or expiration of the Provider agreement.  Guidelines on how this removal can be accomplished can be found at: <a href="http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf">http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf</a>  This process should be documented and reported to MVD.
6	The Provider agrees that in the event of any actual or suspected breach of PII (i.e. loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic.) will be reported to MVD and to TRD CSO within 24 hours of its discovery.
7	The Provider should ensure any computing devices connected to MVD system such as Tapestry should be physically secured to prevent unauthorized removal or theft.



8	Providers must not email Personally Identifiable Information (PII) to prevent disclosure.
9	Users must not save their password in the Internet Web Browser.



## **MVD MISSION AND CORE VALUES**

### **MVD Mission:**

Outstanding service to the motoring public- every customer, every transaction, every time.

### **MVD Vision:**

National excellence in motor vehicle services and operations.

### **MVD Core Values:**

- To take care of our customers by taking care of our staff.
- To provide a supportive and professional work environment with a focus on teamwork, documented policies and procedures, accountability, person responsibility, employee development, and good communication.
- To provide quality customer services that is consistent, timely, accurate, confidential, efficient, and professional.
- To value our customers' time by minimizing field office, wait times, and by providing alternative service delivery channels which eliminate the need to wait in line.
- To minimize fraud and opportunities for identity theft.
- To meet state and federal requirements with budget parameters.

\_\_\_\_\_  
Provider's signature

\_\_\_\_\_  
Date

STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT

MUNICIPAL OR COUNTY MOTOR VEHICLE SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the provisions of Section 66-2-14, NMSA 1978 by and between the State of New Mexico, Taxation and Revenue Department (TRD), Motor Vehicle Division (MVD) and the City/County/Village known as CITY OF AZTEC, (hereinafter "Provider").

1. PURPOSE: For the purpose of effecting economy in carrying out the functions of MVD and of providing necessary services to the people of the State of New Mexico, Section 66-2-14, NMSA 1978 authorizes the TRD secretary to appoint agents to act on behalf of MVD to perform certain functions of MVD. Under this authority, MVD hereby appoints Provider to perform certain services on behalf of MVD, and Provider accepts this appointment, subject to the provisions of this Agreement.

2. DEFINITIONS: The following terms, phrases and acronyms, as used in this Agreement, are defined.

2.1 "Authorized MVD Representative" means an employee of MVD, TFID, TRD, or another agency of the State of New Mexico who has been authorized, either by their job classification or in writing by the MVD Director or delegate, to inspect, audit, observe, or otherwise review the operations and records of Provider.

2.2 "Confidential information" means personal information about an individual obtained by MVD or Provider in connection with a person's motor vehicle information pursuant to the Motor Vehicle Code, that may not be released pursuant to Section 66-2-7.1, NMSA 1978 or the DPPA.

2.3 "Data" means any type of motor vehicle information required by federal or New Mexico statute to be obtained by MVD and maintained in the MVD database.

2.4 "Department" means the New Mexico Taxation and Revenue Department.

2.5 "DPPA" means the Driver's Privacy Protection Act of 1994 (18 U.S.C. §§ 2721-2725).

2.6 "fee" means the amount charged as established by law for various MVD transactions.

2.7 "HIN Inspection" means the physical verification of the Hull Identification Number affixed to a vessel.

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BY [Signature]

2.8 "Motor Vehicle Information" means any information obtained and maintained pertaining to identification cards, driver licenses, permits, disabled placards, and motor vehicle or vessel title and registration.

2.9 "MVD" means the Motor Vehicle Division of the New Mexico Taxation and Revenue Department.

2.10 "Product" or "Products" means tangible items such as license plates, title documents, registration stickers, driver licenses, or permits that are delivered to a customer as a result of completing a transaction with Provider.

2.11 "Services" means the act or process of completing a customer's vehicle, vessel, or driver transactions.

2.12 "Tax Fraud Investigation Division" of "TFID" means that unit of TRD charged with investigative powers and duties.

2.13 "Transaction" means all operations completed at one time during a customer's single visit to Provider.

2.14 "TRD" means the New Mexico Taxation and Revenue Department.

2.15 "User" means Provider or any person employed by Provider who has access to MVD data, who performs tasks to deliver MVD products or services, or who has access to MVD forms, documents, equipment, or inventory.

2.16 "VIN Inspection" means the physical verification, performed by a certified VIN inspector, of the Vehicle Identification Number (VIN) affixed to a motor vehicle.

3. SCOPE OF WORK: The following services, actions or transactions are delegated to Provider:

3.1 Vehicle Services: Register and title vehicles and/or vessels under the provisions of Chapter 66, NMSA 1978, as amended or renumbered, and remit the daily transaction records and documentation to MVD as required.

3.2 Driver Services: Accept applications for, administer required written and/or skills tests, and issue driver licenses, permits, disabled placards and identification cards under the provisions of Chapter 66, NMSA 1978, as amended or renumbered, and remit the daily transaction records and documentation to MVD as required.

3.3 Financial Responsibilities: Collect all fees, taxes and other charges provided by law under Chapter 7, Articles 14 and 14A, and Chapter 66, NMSA 1978, as amended or renumbered, and remit those fees, taxes and charges to MVD, using an attestation of accuracy, no later than the close of the next business day following the transaction or revenue collection, through electronic funds transfer (EFT) or deposit to a local TRD-approved account under the provisions of Section 66-2-15, NMSA 1978, as amended or renumbered. Provider shall remit all

administrative fees imposed pursuant to Section 66-2-16, NMSA 1978 in the manner established by MVD. If Provider undercharges the customer, the Provider is responsible for timely remitting the correct amount to MVD. If Provider overcharges the customer, the Provider must remit to MVD the amount collected from the customer and the customer will need to file a claim for refund with MVD in order to be reimbursed the amount overcharged by the Provider. The Provider shall pay TRD a penalty of twenty dollars (\$20) for each payment it presents to TRD that is not honored by the drawee financial institution.

3.3.1 If Provider opts to remit fees, taxes and charges to MVD through EFT, Provider may accept personal, business checks, debit, or credit card payments from its customers. Remittances shall be made within one (1) business day of the financial transaction, unless there is an unavoidable delay due to system failure caused by MVD and MVD has been notified and approved delay in remittance.

3.3.2 If Provider opts to remit fees, taxes and charges to MVD through EFT, Provider shall be responsible for all monies received from its customers in payment of taxes and fees. If Provider accepts checks, drafts or other negotiable paper, Provider shall be held responsible for the payment thereof.

3.3.3 If Provider opts to remit fees, taxes and charges to MVD through deposit to a local TRD-approved account, Provider may accept personal, business checks, debit, or credit card payments from its customers and MVD shall be liable for any check returned for insufficient funds or any other dishonor.

3.3.4 Regardless of whether Provider opts to remit fees, taxes and charges to MVD through EFT or deposit to a local TRD-approved account, Provider shall pay MVD a penalty for all such fees, taxes and other charges which are not transferred to MVD no later than the close of the next business day following the transaction. For each day that such transfers are late, the penalty shall be ten percent (10%) of the amount due, up to a maximum of thirty percent (30%) on the third day and thereafter. This penalty may be withheld from MVD distributions to Provider.

3.4 VIN/HIN Inspections: Certified inspectors, employed by Provider, may perform vehicle and vessel inspections only at Provider's location if they are bonded separately from the basic Provider bonding requirements. Certified law enforcement and department VIN/HIN inspectors may also perform VIN/HIN inspections at the Provider's location.

4. PROVIDER QUALIFICATIONS: Provider must meet the following minimum qualifications:

4.1 No person shall be eligible to be a Provider, an employee of a Provider, or be able to continue in that capacity if the person has been convicted of any felony charge, or has been convicted of any crime involving administration of the Motor Vehicle Code, dishonesty or making a false statement within the previous ten years;

4.2 Any governmental entity that has had a history of corruption or had operated an MVD office in the past, which was closed due to fraud, misappropriation, or similar prohibited activities, shall be permitted to operate as a provider only after a thorough evaluation of the governmental entity to include its officers and the employees to be assigned MVD duties. Final approval shall be coordinated between the TRD Cabinet Secretary, and the MVD Director.

## 5. RESPONSIBILITIES AND REQUIREMENTS OF PROVIDER

### 5.1. GENERAL

5.1.1 Provider shall comply with all applicable federal, state and local laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, in the operation of the business, including, but not limited to, the federal Americans with Disabilities Act of 1990, the New Mexico Human Rights Act, Sections 28-1-1, et seq., NMSA 1978, the federal Occupational Safety and Health Act of 1970, the New Mexico Occupational Safety and Health Act, Sections 50-9-1, et seq., NMA 1978 and the federal Civil Rights Act of 1964.

5.1.2 Provider and employees of Provider who work on MVD matters are not employees of the State of New Mexico. Neither Provider nor its employees shall represent that Provider or Provider's employees are employed by or are a subdivision of MVD or the State of New Mexico.

5.1.3 Within thirty (30) calendar days after signing this Agreement, Provider, at its own expense, shall procure a rider to its blanket coverage bond, to include both surety coverage and Employee Dishonesty coverage in the amount of One Hundred Thousand (\$100,000), naming the State of New Mexico, MVD as the bondholder and Loss Payee and containing a provision that requires the bonding company to immediately report any delinquency, default or cancellation of bond coverage to the Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296. The amount of these bonds may be increased at MVD's sole discretion. In the event MVD increases any bond amount, Provider shall provide MVD with proof of compliance within five (5) business days after being notified by MVD of the increase in bonding amount.

5.1.4 Provider shall prepare detailed daily reports of all transactions conducted and revenues collected for services rendered by Provider pursuant to this Agreement, in a form and format authorized by MVD, and Provider shall submit those reports to MVD no later than the close of the next business day following the transaction. MVD shall, at MVD's expense, provide Provider with pre-addressed, postage prepaid envelopes that Provider may use in order to mail the daily reports to MVD.

Provider shall prepare copies of source documents used to facilitate certain transactions in a report form and format required by MVD and in accordance with applicable MVD policies and procedures. Provider shall submit those reports to TFID or MVD as required no later than the close of the next business day following the transaction. MVD may require the Provider to scan documents on equipment which will be provided by MVD. MVD shall, at MVD's expense, provide Provider with pre-addressed, postage prepaid envelopes that Provider may use in order to mail the daily reports to TFID or MVD as required.

5.1.5 MVD will provide, maintain and repair computers, printers, camera equipment and network connectivity, including hardware and circuits necessary to perform driver and vehicle transactions. Provider agrees to use only MVD approved software for performing vehicle or driver transactions. Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data. Provider shall provide utilities, office space, employees, and general office supplies to include fax machines, copiers and other items not specified herein necessary to provide services under this Agreement. Provider is responsible for all costs of providing and maintaining such equipment, and connections, regardless of whether the cost is a one-time or recurring cost, except as may be further specified in this Agreement. Provider shall provide and maintain, at Provider's expense, any and all other equipment necessary for the running of Provider's MVD office. All equipment and communications must meet the minimum standards established by MVD.

5.1.6 After the initial installation of computer equipment, if the equipment is moved at the request of Provider, Provider must reimburse TRD for TRD's cost of employee time and travel expense spent moving the computer equipment. Provider agrees to properly pack the computer equipment for moving.

5.1.7 Provider shall not sell or transfer data obtained from MVD or on MVD'S behalf to any third party unless authorized in writing by MVD.

5.1.8 MVD may establish quality performance standards. MVD will keep Provider advised of these standards and of any change made in the standards from time to time. If Provider does not meet these standards, MVD may charge Provider the costs incurred by MVD for MVD employee time and travel expenses for correcting Provider errors.

5.1.9 Provider shall report any violation of the terms of this Agreement, including violation of applicable laws, rules, or regulations, and potentially illegal incidents, acts or omissions of its employees or customers which relate to the services provided herein to a Deputy Director of MVD within twenty-four (24) hours of learning of the same. This provision includes, but is not limited to, reporting of any attempt to bribe an employee, potential customer fraud, any breach of confidentiality of MVD data resources, any misuse of MVD inventory, any breach of testing integrity, and any criminal misconduct, including violation of motor vehicle laws, of or by its personnel.

5.1.10 MVD shall provide any special equipment required for Provider to perform its obligations under this Agreement. Such equipment shall be purchased and maintained by MVD at MVD's expense. Special equipment may include computers, license photo cameras, laminating machines, special forms printers, vision testing equipment or kiosks. Standard printers, copiers and fax machines are specifically not included

## 5.2 BACKGROUND INVESTIGATIONS

5.2.1 Provider agrees to assist MVD, or any Authorized MVD Representative in conducting a background investigation on all Users and employees of Provider who work on MVD matters. Provider shall pay the cost of the background investigations. These investigations shall include, at a minimum:

5.2.1.1 Criminal record history, as provided by the New Mexico Department of Public Safety and as provided by law;

5.2.1.2 Court record history;

5.2.1.3 Work history;

5.2.1.4 Tax compliance history (New Mexico and federal);

5.2.1.5 Driving history.

## 5.3 PROVIDER PERSONNEL

5.3.1 Provider is fully responsible for the acts or omissions of Provider and its employees in the performance of the services Provider provides under this Agreement.

5.3.2 Provider shall not hire or engage the services of any current employee of the Department unless Provider has first notified the Director or a Deputy Director of MVD.

5.3.3 Provider shall not employ any individual to provide MVD services if the individual has a conviction within the last ten years for fraud, theft, bribery, making false statements, or any crime involving dishonesty.

5.3.4 Provider shall not, without written permission from MVD, employ any individual to provide MVD services if the individual has been subject to disciplinary action within the last ten years for alleged fraud, theft, bribery, making false statements or any crime involving dishonesty during the course of employment.

5.3.5 Provider shall immediately suspend any employee from access to MVD products and service delivery upon notification from MVD or TRD that a criminal or administrative investigation has been initiated with regard to that individual.

5.3.6 Provider shall notify an MVD Deputy Director of the separation of any employee from its employment within twenty-four (24) hours.

5.3.7 Provider shall notify an MVD Deputy Director in writing within two (2) business days of an arrest, on any charge, of any of Provider's Users.

5.3.8 Provider shall maintain an accurate roster of all Provider personnel working on MVD matters. The roster shall contain the name, address, date of birth, date of hire, social security number, home telephone number, and work schedule of such personnel. The roster shall also contain the date that Provider performed the background investigation of Section 5.2.1, above, pertaining to each member of Provider's personnel who works on MVD matters or has access to Motor Vehicle Information. Provider shall maintain the personnel roster on site in a secure location and it shall be accessible to Authorized MVD Representative(s) upon request. Provider shall provide a current roster to an MVD Deputy Director by the 5<sup>th</sup> workday of every January and July. The roster may be provided to an MVD Deputy Director via mail, fax, or e-mail. Provider shall verify with an MVD Deputy Director that the roster has been received by MVD.

#### 5.4 TRAINING

5.4.1 Training plans developed by Provider pertaining to MVD matters may be reviewed and approved by MVD to ensure correctness of material and to ensure standardization of training information among other municipal or county entities that provide MVD services.

5.4.2 Provider shall maintain training records for all employees working on MVD matters. Records shall include all basic, advanced, or remedial instruction provided to the employee by MVD or by Provider. Training records shall be maintained on site and made available to Authorized MVD Representatives upon request.

5.4.3 All employees of Provider who work on MVD matters shall attend training sessions as required by MVD. Except as provided for in paragraph 7.4, all wages, costs and other expenses for Provider and its employees, including travel, lodging and meal costs shall be borne by Provider.

5.4.4 Provider agrees to comply with MVD requests that any named Provider employee complete required MVD training within a timeframe set by MVD.

5.4.5 All employees of Provider who work on MVD matters must successfully complete a basic course on MVD policies, procedures, processes and software, including training on system access and transaction completion, before being allowed to process driver or vehicle transactions.

5.4.6 Provider shall comply with, and train employees on the confidentiality provisions contained in Section 66-2-7.1, NMSA 1978 and also in the DPPA.

5.4.7 Provider shall establish and adhere to a timely distribution and training procedure for written materials and instructions forwarded to Provider by MVD.

## 5.5 AUDITS AND INSPECTIONS

5.5.1 All Provider service locations are subject to periodic audits and inspections without prior notice by TRD/ MVD, including but not limited to TFID and Authorized MVD and TFID Representatives, at any time and from time to time, in the sole discretion of MVD, to evaluate the Provider's operations to ensure compliance with this Agreement, as well as with state and federal laws, rules, and regulations. The Provider shall maintain detailed records of all transactions performed under this Agreement for a period of three (3) years from the date the transaction is processed. Authorized TRD, MVD and TFID Representatives are entitled to make copies of all Provider records at Provider's expense. Records including bank records for accounts used for MVD-related business, shall indicate the date, time and nature of the services rendered and shall include, but not be limited to, MVD required transaction reports, payments to MVD, balance and close out documents and daily financial records, such as bank deposit information with daily revenue summaries for the office total. The Provider shall also maintain a copy of all original documents required to be or actually submitted to MVD. Failure to comply with the provisions of this subparagraph shall constitute a material breach of this Agreement, entitling MVD to disallow access to the MVD system for transaction processing or to pursue any of the remedies provided in Paragraph 12 below.

5.5.2 Provider shall be informed in writing of any deficiencies with applicable laws, rules, regulations and/or this Agreement that are determined to exist as a result of audit and inspection procedures. Within ten (10) business days Agent shall develop for MVD's review and approval a plan and a timeline to correct reported deficiencies. Failure to adhere to the MVD approved plan and timeline shall constitute a material breach of this Agreement, entitling MVD to disallow Provider's access to the MVD system for transaction processing or to pursue any of the remedies provided in Paragraph 12 below.

5.5.3 Provider shall inform all employees, agents and contractors in writing that they are authorized to report violations of applicable laws, rules, regulations, or conditions of this Agreement directly to the TFID of TRD.

## 5.6 INVENTORY AND SUPPLIES

5.6.1 Provider shall, at all times, maintain an accurate inventory of supplies and resources that have been provided by MVD as well as other MVD required resources. MVD shall provide a list of items to be inventoried by Provider, and a format for Provider to follow.

5.6.2 Provider shall conduct a physical count at the beginning of each workday of items to be inventoried. Any discrepancies shall be reported to an MVD Deputy Director on the same day of the discovery.

5.6.3 Provider shall initiate an investigation to determine the cause of each inventory discrepancy. A written report of inventory discrepancy investigations shall be submitted to the TFID and an MVD Deputy Director upon completion.

5.6.4 Provider shall maintain a record of ordered inventory, received inventory, inventory used, and inventory discrepancy reports. Inventory records shall be maintained on site and made available to Authorized MVD Representatives upon request. Records shall be retained in accordance with Provider record retention requirements and/or MVD record retention requirements. In no case will records be destroyed without MVD approval.

## 5.7 SECURITY

5.7.1 Provider shall implement a physical security plan for each business location that eliminates or reduces the potential for loss of MVD inventory or improper access to MVD data systems. The security plan shall at a minimum include:

- 5.7.1.1 Appropriate locks for exterior and interior doors, roof hatches and windows.
- 5.7.1.2 Documented key access control.
- 5.7.1.3 Secure cash registers or locking drawers for operational funds and monies received.
- 5.7.1.4 A safe, lockable room, or secured locking cabinet for MVD funds and inventory.
- 5.1.7.5 Computer system security measures as required by TRD.

5.7.2 Provider shall ensure that only authorized Users have access to any driver licenses, identification cards, validation plates, stickers, titles or other equipment or supplies.

5.7.3 Provider shall immediately report the discovery of any theft, burglary, or loss of equipment or controlled documents or products to the appropriate local law enforcement agency and the Deputy Director of MVD.

5.7.4 Provider shall reimburse MVD for any loss of MVD equipment or inventory and agrees to reimburse MVD for any direct or indirect loss sustained as the result of such loss.

## 5.8 USER IDENTITY MANAGEMENT

5.8.1 Provider, and its Office Manager, Supervisor(s) and each employee of Provider who works on MVD matters shall be assigned a unique set of system access codes that identifies the User and the User's permissible actions within the MVD transaction applications. This assignment of codes shall be made by the Department upon completion of a request for a User ID by each individual. Provider shall ensure that access codes are properly used and secured. Provider shall immediately change codes upon notice from MVD.

5.8.2 Each employee shall be assigned a unique password. Provider shall ensure that passwords are not shared among employees or disclosed. Upon separation from employment, Provider shall notify MVD in writing within twenty four (24) hours that the password can be deactivated by MVD. Any violation of this provision shall be grounds for suspension or termination pursuant to Paragraph 12 below.

6. FACILITY: Provider shall maintain a facility open to the public that meets the following criteria:

6.1 Provider shall provide adequate facilities for the delivery of MVD products and services. The facility shall be evaluated and approved by MVD prior to Provider finalizing any decision on use of that facility as an MVD facility.

6.2 MVD shall evaluate Provider's proposed facility based on certain factors, including but not limited to the following:

6.2.1 Location based on demonstrated public need or market analysis.

6.2.2 Office facilities, including lighting, air conditioning, heating, and ventilation that meet the standards of the local community.

6.2.3 Parking, including disability parking as prescribed by law, adequate for projected customer demand.

6.2.4 Waiting area adequate for projected customer demand.

6.2.5 Restroom facilities adequate for public and employee demand. When possible, separate restrooms for gender and for employees and customers will be available.

6.2.6 Testing area providing adequate security and monitoring.

6.2.7 Exterior and interior security as required by state and local laws, and this agreement.

6.2.8 Employee work stations meeting OSHA and professional office standards.

6.3 Provider's entire facility shall be smoke-free.

6.4 Provider's entire facility and parking area shall be in compliance with the federal Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq., as amended.

6.5 Provider shall, at all times, provide MVD with a copy of the current lease or rental agreement for the facility, and all amendments thereto.

6.6 Provider shall not allow members of the public or Provider's personnel to post, advertise, or display any printed materials, pictures, or photographs that support, endorse, promote or oppose political, religious, or offensive causes.

6.7 Provider's facilities shall be well marked, with adequate signs to permit potential customers to locate the facility conveniently, and as may be directed by MVD.

6.8 Provider shall open and maintain its office within the location agreed to by MVD. Provider shall not move the site to another location without the advance written consent of MVD.

6.9 If Provider does not own the facility chosen, this Agreement is contingent upon Provider maintaining in force during the entire contract period a lease or sublease that extends by its terms to the end of the contract period of this Agreement.

6.10 Provider shall adopt a facility maintenance plan acceptable to MVD. Provider shall be responsible for assuring that the interior and exterior of the facility premises are maintained in a clean, safe and attractive condition at all times.

6.11 The facility maintenance plan shall, at minimum, provide that carpets and floors be professionally cleaned as needed and no less than once per year and that the walls be maintained at all times and be repainted as needed during the term of this Agreement.

6.12 Provider shall provide a secure location for computer equipment, printers, all data and other sensitive information so that the public or unauthorized personnel are prohibited or prevented from accessing or viewing confidential information.

6.13 Provider shall prominently display, on the premises and clearly visible to the public, a sign no less than two feet by two feet with the following language:

"This Motor Vehicle Division office is operated by City/County/Village of (Provider Name) under an agreement with the Motor Vehicle Division of the Taxation and Revenue Department. Comments regarding service or other concerns should be directed to (Name of Provider's designee, address and telephone number) or to Director, Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296."

## 7. RESPONSIBILITIES OF MVD

7.1 MVD shall provide all necessary controlled products and documents to enable Provider to perform those actions or transactions specified by this Agreement. Such products and documents may include by way of example, but without limitation, application forms, title documents, license plates and registration stickers. Such official products and documents specifically do not include customary office supplies and equipment, such as copy paper, pens, pencils, paper clips or tape and the like.

7.2 MVD shall, at MVD's expense, provide Provider with pre-addressed, postage prepaid envelopes that Provider may use in order to mail the daily reports required by Paragraph 5.1.4 of this Agreement to MVD.

7.3 MVD shall provide and support MVD software to enable Provider to perform those actions and transactions specified in this Agreement.

7.4 MVD shall provide appropriate user documentation, information and training to Provider's employees on applicable statute, regulation, policy and procedure.

7.5 MVD shall provide initial system/application training, when Provider's MVD office is opened or when new systems or applications are implemented, to Provider and Provider's employees. The costs of developing and presenting this initial training shall be borne by MVD.

7.6 MVD shall provide any special equipment required by Provider to perform its obligations under this Agreement. Such equipment shall be purchased and maintained by MVD at MVD's expense. Special equipment may include computers, license photo cameras, laminating machines, special forms printers, vision testing equipment or kiosks. Standard printers, copiers and fax machines are specifically not included.

7.7 MVD shall promptly advise Provider of system/application down-time, whether scheduled or not, to the extent MVD has or obtains knowledge of such down-time.

7.8 MVD agrees to advise Provider in advance of any scheduled system enhancements and/or software upgrades of which MVD is aware

## 8. ELECTRONIC RECORDS AND ELECTRONIC REPORTING

8.1 Records are the property of MVD and shall be accessed by Provider and its employees for MVD business purposes only. For purposes of this Agreement, "records" means all documentation, regardless of physical form or characteristic, created in conjunction with the transaction of MVD business.

8.2 MVD shall make available to Provider access to MVD vehicle and driver record files. Such access shall be strictly limited in scope to that information needed by Provider in the conduct of Provider's MVD related business. The information obtained through such access shall be used exclusively for the services covered by this Agreement, and Provider and its employees are prohibited from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.

8.3 Provider shall allow only authorized Users to access the database records to obtain information necessary to perform functions and duties of Provider. No other individual or entity shall access or otherwise utilize any information or data obtained pursuant to this Agreement for any purpose not permitted or authorized in writing by MVD. Information from the records or otherwise obtained in connection herewith shall not be provided to any individual, company, entity or agency without prior authorization in writing by MVD.

## 9. PROVIDER COMPENSATION

9.1 As compensation for operating a motor vehicle field office, Provider shall be paid in accordance with Sections 66-6-23(A)(1) and (A)(2) NMSA 1978, as that section may be amended and renumbered.

9.2 Provided that the reports required from the Provider have been audited and accepted as required by Section 66-6-22.1, NMSA 1978, payment, less any applicable penalties, shall be made to Provider no later than the 24<sup>th</sup> day of the month following the month of collection by Provider or the date deposited to the credit of MVD, whichever is later. Payment shall be based on transactions reported to MVD.

9.3 Provider is entitled to no compensation under this Agreement other than that provided by statute.

## 10. DISCLOSURE OF INFORMATION / CONFIDENTIALITY

10.1 During the term of this Agreement, and subsequent to any termination hereof, Provider, its employees, officers, or representatives shall not disclose, distribute, make available or utilize in any manner whatsoever, any information, data, records, secrets or confidential material which was obtained in the course of performing this Agreement.

10.2 Provider shall not sell or disclose to any person, firm or corporation, any information regarding the persons to whom license plates, decals, registrations, licenses or identification cards have been issued or any information of any kind tending to disclose the number thereof issued or the person(s) to whom the same were issued.

10.3 Provider and all Users are bound by and subject to the criminal sanctions for unauthorized disclosure of confidential information found in Section 66-2-7.1(B), NMSA 1978 and the civil sanctions found in the DPPA at 18 U.S.C § 2724, as such statutes may be amended or renumbered. Provider shall further require all Users to sign an acknowledgement form acknowledging that the User will be subject to criminal and civil sanctions for unauthorized disclosure as provided above.

## 11. TERM OF AGREEMENT

11.1 This Agreement shall be for a term of four (4) years, commencing from the date when all required signatures and approvals are obtained and affixed, unless a different date is specified.

11.2 This Agreement may be renewed for an additional four (4) year term at the option of MVD.

## 12. TERMINATION; SUSPENSION

12.1 Either party may terminate this Agreement, with or without cause, on sixty (60) days advance written notice to the other. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

12.2 Notwithstanding Paragraph 12.1, above, MVD may terminate or suspend this Agreement immediately, and without notice, if MVD determines that Provider is operating in violation of any statute, regulation, policy or procedure or if it fails to remit fees or reports required by this Agreement. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

## 13. LIABILITY

13.1 MVD shall not be responsible for any omissions, additions or errors in the records furnished by MVD or for any use or misuse of the information by Provider or its employees.

13.2 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.

13.3 In no event shall MVD or its employees be liable to Provider for any direct, indirect, or consequential damage which is the result of acts of god, strikes, lockouts, riots, acts of war, epidemics, power failures, equipment or software failures, nuclear accidents or other disasters.

13.4 MVD and its employees shall not be liable for any claims of any nature against Provider by any party arising from any failure of Provider to transmit or interpret the record access information accurately.

14. INSURANCE

14.1 Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or in connection with activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.

15. EMPLOYMENT STATUS

15.1 Provider, its officers, agents, representatives and employees are independent contractors performing services for MVD under this Agreement and are not employees of the State of New Mexico.

15.2 Provider, its officers, agents, representatives and employees shall not accrue leave, nor be eligible for retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

16. ASSIGNMENT

16.1 Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the prior written approval of MVD.

17. SUBCONTRACTING

17.1 Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MVD.

18. NOTICES

18.1 All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be faxed, emailed, delivered in person or sent by mail.

18.2 Provider designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Name: KATHY LAMB Title: FINANCE DIRECTOR  
Address: 201 W CHACO Phone: 5053347653 Fax: 5053347649  
City: AZTEC State: NM Zip: 87410  
Email Address: klamb@aztecnm.gov

18.3 Provider shall notify the MVD Deputy Director in writing thirty (30) calendar days prior to any change in either the Provider's mailing address or Provider's designated contact person.

18.4 MVD designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Name: Angel Martinez Title: Chief of MVD Partner Management Unit

Address: Motor Vehicle Division  
P.O. Box 10168  
Santa Fe, NM 87504-10168  
Phone: (505) 827-0722 Fax: (505) 476-1707  
Email Address: angel.martinez@state.nm.us

18.5 Provider shall keep MVD informed in writing of its current emergency notification address and telephone number where Provider may be contacted in the event of an emergency. MVD shall provide similar information with regard to the MVD contact.

## 19. DISPUTES

19.1 In the event of a breach, the remedies of the parties are defined by the terms of this Agreement. Provider's sole remedy is specific performance on the part of MVD.

19.2 Venue of any lawsuit filed by either party against the other arising in whole or in part out of this Agreement shall be in District Court, County of Santa Fe, State of New Mexico.

19.3 Disputes between Provider and members of the public concerning Provider's denial of or failure to either allow or deny any license, permit, placard or registration provided for under the Motor Vehicle Code, shall be handled by MVD in accordance with Section 66-2-17, NMSA 1978 and customers shall be so informed as necessary.

## 20. SEVERABILITY

20.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20.2 MVD shall have no liability to Provider on account of this Agreement being held invalid or unenforceable, in whole or in part.

## 21. AMENDMENT

21.0 This Agreement may be modified or amended, but only if the amendment is made in writing and is signed by both parties.

22. MISCELLANEOUS

22.1 This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement.

22.2 Provider is not subject to the provisions of the Gross Receipts and Compensating Tax Act relative to registration for, filing and paying gross receipts tax on receipts under this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

**STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT**

By: [Signature]  
Title: secretary Date: 5/20/10

**MOTOR VEHICLE DIVISION**

By: [Signature]  
Title: \_\_\_\_\_ Date: 5/18/10

**TRD LEGAL SERVICES BUREAU**

Reviewed by: [Signature]  
Title: staff attorney Date: 5/24/10

**PROVIDER**

By: [Signature]  
Title: Sally Burbridge  
Mayor, City of Aztec Date: May 11, 2010

Accepted by action of the City/County/Village Council this 11<sup>th</sup> day of May, 2010

[Signature]  
City/County/Village Clerk Rebecca Howard

Approved as to form

[Signature]  
LARRY T. THROWER, ATTORNEY, CITY OF AZTEC



STATE OF NEW MEXICO

# Taxation and Revenue Department

An Equal Opportunity Employer

**Susana Martinez**  
Governor

May 27, 2014

**Demesia Padilla, CPA**  
Cabinet Secretary

**John Monforte**  
Deputy Secretary

City of Aztec  
Delain George, Aztec MVD/Utility Business Office Director  
201 W Chaco  
Aztec NM 87410

## DIVISIONS

**Office of the Secretary**  
(505) 827-0341

**Administrative Services**  
(505) 827-0369

**Audit and Compliance**  
(505) 827-0900

**Motor Vehicle Division**  
(505) 827-2296

**Property Tax**  
(505) 827-0870

**Revenue Processing**  
(505) 827-0800

**Tax Fraud Investigations**  
(505) 841-654

*Subject: Municipal or County Motor Vehicle Service Provider Agreement*

*Dear Ms. George,*

Enclosed is the Executed Municipal Motor Vehicle Service Provider Agreement for your records. This agreement has been extended thru May 25, 2018.

If you have any questions, regarding your contract, please contact:

MVD Partner Management Unit  
Angel Martinez, Bureau Chief  
1100 St Francis Drive,  
Santa Fe, NM 87504  
Phone # (505) 827-0722  
Email: [angel.martinez@state.nm.us](mailto:angel.martinez@state.nm.us)

Sincerely,

Mark S.R. Williams  
Director, New Mexico Motor Vehicle Division  
Phone: 505-827-2296  
Mobile: 505-699-0950  
Email: [Mark.Williams@state.nm.us](mailto:Mark.Williams@state.nm.us)

**STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT  
CONTRACT AMENDMENT No. 1 AGREEMENT**

Municipal or County Motor Vehicle Service Provider Agreement will expire on May 24, 2014.

THIS AGREEMENT is made and entered into by and between with the State of New Mexico, Taxation and Revenue Department (TRD), Motor Vehicle Division (MVD) hereinafter referred to as the "Agency," and City of Aztec hereinafter referred to as the "Agent"

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

**This agreement shall be extended for a term of four (4) year, commencing May 25, 2014, will expire on May 24, 2018.**

Language referenced in Sections 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, 5.2.1.3, 5.2.1.4, 5.2.1.5 from:

**5.2 BACKGROUND INVESTIGATIONS**

5.2.1 Provider agrees to assist MVD, or any Authorized MVD Representative in conducting a background investigation on all Users and employees of Provider who work on MVD matters. Provider shall pay the cost of the background investigations. These investigations shall include, at a minimum:

5.2.1.1 Criminal record history, as provided by the New Mexico Department of Public Safety and as provided by law;

5.2.1.2 Court record history;

5.2.1.3 Work history;

5.2.1.4 Tax compliance history (New Mexico and federal);

5.2.1.5 Driving history.

Changed To:

**5.2 PROVIDER PERSONNEL**

5.2.1 Provider is fully responsible for the acts or omissions of Provider and its employees in the performance of the services Provider provides under this Agreement. A background investigation on all Users and employees of Provider who work on MVD matters

will be conducted prior to the start date of the User or employee, pursuant to Provider's human resources policies. This background check shall include, at a minimum: (a) fingerprints and (b) criminal/court record history as allowed by law.

18. NOTICES

18.2 Provider designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Name: Delain George Title: Aztec MVD/Utility Business Office Director  
Address: 201 W Chaco  
City: Aztec NM State: NM Zip: 87410  
Phone: 505 334-7673 Fax: 505 334-4769  
Email: dgeorge@aztecnm.gov

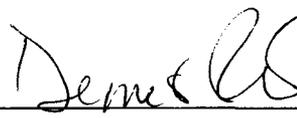
All other articles of this contract remain the same.

will be conducted prior to the start date of the User or employee, pursuant to Provider's human resources policies. This background check shall include, at a minimum: (a) fingerprints and (b) criminal/court record history as allowed by law.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

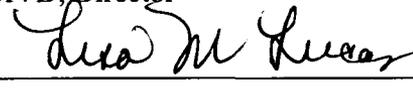
**STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT**

By:  Date: 5/24/14

Title: TRD, Secretary

By:  Date: 5/20/14

Title: MVD, Director

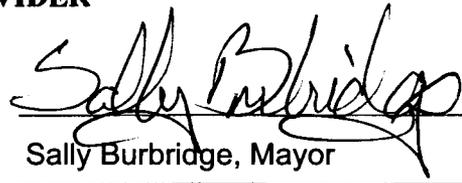
By:  Date: 5/23/2014

Title: ASD, ~~Director~~ CPD

Reviewed by:  Date: 5/20/2014

Title: TRD, Legal Counsel

**PROVIDER**

By:  Date: May 13, 2014

Title: Sally Burbridge, Mayor  
City of Aztec

Accepted by action of the City/County/Village Council this 13 day of May, 2014.

**Aztec MVD Municipal Office**  
 Limited Scope Audit Table  
 Aztec

Laura Wade

07/06/16

Category	Rating
<b>Contract Expiration Date</b>	
5/24/2018	5.00
<b>Employees</b>	
Employee Background	5.00
Training	4.00
<b>Vehicle Transactions</b>	
First Time Title and Registration	N/A
Excise Vehicle Tax	4.00
First Time Driver Applications	N/A
Temporary Permits/VRS	5.00
VIN Inspections	5.00
MVD Consumable Inventory, Storage and Security	4.00
Voids	5.00
<b>Financial Transactions</b>	
Incoming Mail Remittance Process	4.00
Close-Out and Balance Procedures	4.00
Daily Payment Remittance	5.00
Surety Bond and Insurance Coverage	5.00
<b>Security</b>	
IT	3.00
Physical	4.25
<b>Scope Expansion</b>	
N/A	N/A
N/A	N/A
N/A	N/A
<b>Overall Rating for Municipal Office</b>	<b>4.45</b>

**Rating Legend**

1 - Unsatisfactory  
 3 - Needs Improvement  
 5 - Satisfactory

**TAXATION & REVENUE**  
 NEW MEXICO

# Staff Summary Report

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<b>MEETING DATE:</b>	April 10, 2018
<b>AGENDA ITEM:</b>	IX. CONSENT AGENDA (D)
<b>AGENDA TITLE:</b>	Acceptance of FY2017 Annual Financial Report

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<b>ACTION REQUESTED BY:</b>	Finance Department
<b>ACTION REQUESTED:</b>	Accept FY2017 Annual Financial Report
<b>SUMMARY BY:</b>	Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- The FY17 Annual Financial Report was approved for release by the State Auditor's Office on March 7, 2018. As per Sec 12 -6 -5 NMSA 1978, the audit report does not become public record until 5 days from the date of the State Auditor's release, or March 12, 2018. The State Auditor's office also approved final payment to RPC CPA for the FY17 which was processed on March 27, 2018. Single audit submission was completed on March 28, 2018.
- Page 133 of the report identifies the findings including agency response.
  - Electric Department Inventory – Lack of Internal Control. Policy development is in process and City is working with ADG (financial software provider) to develop interface for inventory bar coding to assist with both control and inventory counts.
  - Schedule of Expenditures & Federal Awards (SEFA). Additional spreadsheets will be prepared to accurately communicate information to audit team.
  - Lack of Controls over Procurement Suspension & Debarment. Debarment certification form and/or statement have been added to Bid, Request for Proposal and Request for Quote documents.
  - Late Audit. Finance Department and future Audit Team will coordinate development of audit schedule.
  - Travel and Per Diem. Travel policy has been updated for compliance with New Mexico statute and administrative code, effect March 1, 2018.
  - The FY2016 audit identified an unallowable use of utility revenue and included the transfer of Joint Utility Funds to the Golf Course Fund. The transfer should have been from the Joint Utility Fund to the General Fund and then to the Golf Course Fund. This situation has not been repeated and will be corrected in FY2017.
- Management's Discussion and Analysis (MD &A) begins on page 11; Basic Financial Statements begin on page 24 and notes to the financial statements on page 52. Supplementary schedules begin on page 84.
- This is the first year in a three year agreement with Carr Riggs & Ingram (formerly RPC CPA). City Commission approved continuing with Carr Riggs & Ingram for the FY18 Annual

Audit during the regular meeting on March 27, 2018. The maximum term a firm, or same group of individuals, may perform our audit is six consecutive years.

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**SUPPORT DOCUMENTS:** FY2017 Annual Financial Report (bound copies provided to Commission separately, electronic document available [www.aztecnm.gov](http://www.aztecnm.gov)  
NM Office of the State Auditor Release Letter, 03-07-2018

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to accept the FY2017 Annual Financial Report.

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Wayne A. Johnson  
State Auditor



C. Jack Emmons, CPA, CFE  
Deputy State Auditor

**State of New Mexico  
OFFICE OF THE STATE AUDITOR**

Via Email

March 7, 2018

SAO Ref. No. 6008

Joshua Ray, City Manager  
City of Aztec

jray@aztecnm.gov

Re: Authorization to Release FY2017 City of Aztec Audit Report

The Office of the State Auditor ("Office") received the audit report for your agency on 2/16/2018. The Office has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and 2.2.2.13 NMAC. This letter is your authorization to make the final payment to the Independent Public Accountant ("IPA") who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the Office. Once the five-day period has expired, or upon the Office's receipt of a written waiver:

- the Office will send the report to the Office to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the Office will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per 2.2.2.10.M(4), at a meeting held in accordance with the Open Meetings Act, if applicable.

The IPA's findings and comments are included in the audit report on pages 133-139. It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.

Sincerely,

A handwritten signature in black ink, appearing to be "Wayne A. Johnson", written over a horizontal line.

Wayne A. Johnson  
State Auditor

cc: RPC CPAs + Consultants, LLP

**2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507**  
**Phone (505) 476-3800 \* Fax (505) 827-3512**  
**www.osanm.org \* 1-866-OSA-FRAUD**

# Staff Summary Report

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<b>MEETING DATE:</b>	April 10, 2018
<b>AGENDA ITEM:</b>	IX. CONSENT AGENDA (E)
<b>AGENDA TITLE:</b>	FY 19 Youth Conservation Corps (YCC) Proposal

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<b>ACTION REQUESTED BY:</b>	City Staff
<b>ACTION REQUESTED:</b>	Approval to submit FY19 Youth Conservation Corps (YCC) Proposal
<b>SUMMARY BY:</b>	Kris Farmer

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## PROJECT DESCRIPTION / FACTS

- New Mexico Youth Conservation Corps (NMYCC) uses a formal process to apply for funding. Proposal due date is April 25, 2018, at 3 pm.
- Youth Conservation Corps Commission will equally distribute funds for projects in 2 categories: 1) Projects located in urban Metropolitan Statistical Areas (MSAs), which include Bernalillo, Sandoval, Valencia, Dona Ana, Los Alamos, Santa Fe, Tarrant and San Juan Counties (urban counties) and 2) Projects located in all other counties (rural counties).
- The City has had successful applications since 2003.
- If funding is successful, the City is required to accept funding. Typically response is required within a week of notification of grant award. Due to this, staff is requesting that the City Manager be approved to accept the funding on behalf of the City.
- YCC program requires that the City meet our match before the last reimbursement payment will be processed. As a result, the proposal will not identify 100% of the anticipated City match in the event that all projects are not completed or actual costs are less than estimated costs.
- Riverside Park Improvements have been identified as the projects for FY19. Projects include:
  - Install 2,460 lineal feet of irrigation pipe for new irrigation system next to ball field. Plant 115,100 sq ft of grass in same area.
  - Remove 2,270 lineal feet of old post and cabling and install 1850 lineal feet of new post and cabling throughout park.
  - Alternate projects, if time and funding permits, will include new irrigation and turf in the northeast side of park. Side walk and trail improvements will include, lay mulch along trail surface and backfilling along sidewalks with drop offs.
- It is estimated the program will begin in May 2019 with the hiring of the YCC youth and continue through the middle of August 2019. The program will provide employment for 12 youth plus 6 alternates and the YCC Coordinator.
- This funding application continues the YCC youth wage pay scale which compensates returning YCC members at a higher rate than non-experienced youth. The YCC youth

also benefit through the YCC Cash Bonus/Tuition Voucher Program. Corp members who have worked 12 months in a 48 month period may be eligible to receive a \$500 cash bonus or a \$1500 tuition voucher. The tuition voucher maybe used over a two year period. Corp members must have satisfactory employment evaluations during their YCC service to be eligible.

- The grant provides funding for youth employment and some program supplies. However, the NM YCC desires a larger portion on the YCC funding to be utilized for youth wages. As a result the bulk of the project supplies will be borne by the City.
- The City has had successful YCC programs in the past; however, the summer months are the busiest months for the Parks and Recreation Department, which makes it extremely difficult to add supervision of 12 additional employees to staff. If the City's proposal is successful, the City will hire a project coordinator as in previous years.

**PROCUREMENT / PURCHASING (if applicable)**

- To ensure availability of materials and timely completion of projects listed, if funded, City will begin procuring many items spring 2019, after Notice to Proceed is received. Any items received prior to Notice to Proceed are not considered a match to the YCC funds.

**FISCAL INPUT / FINANCE DEPARTMENT (if applicable)**

Entire Project costs for FY19-20 proposed grant:	\$82,888
<ul style="list-style-type: none"> <li>• Projected costs for labor and materials for YCC are as follows: \$53,082           <ol style="list-style-type: none"> <li>1. YCC Youth \$48,117</li> <li>2. Materials, Supplies and Training \$ 4,965</li> </ol> </li> <li>• Projected costs for labor and materials for City are as follows: \$29,805           <ol style="list-style-type: none"> <li>1. YCC Coordinator \$ 9,642</li> <li>2. City Staff (included in budget) \$ 374</li> <li>3. Materials, Supplies and Training \$19,789</li> </ol> </li> <li>• FY19 Preliminary Budget currently includes all funds for materials, supplies, training, YCC Coordinator and youth wages to June 30, 2019.</li> <li>• The program will actually cross the FY19 and FY20 budget years and funds will be appropriated in FY20 to complete the City's obligation if proposal submittal is authorized by the City Commission and funding is granted.</li> </ul>	
FY 19 YCC Youth (YCC Grant)	\$24,975
FY 20 YCC Youth (YCC Grant)	\$23,142

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**SUPPORT DOCUMENTS:** 2019 YCC Proposed Projects with maps

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve submittal of FY19 Youth Conservation Corps (YCC) Proposal and approve City Manager to accept funding, if grant is successful, on behalf of the City.

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## YCC 2019 – RIVERSIDE PARK

**RIVERSIDE PARK:** Improvements will include new irrigation and grass turf (Project 1), removal and replacing old post and cable fencing (Project 2), new irrigation in northeast part of the park (Alternate 1), and removal of trip hazards along the sidewalk and trail improvements (Alternate 2).



### **Project 1. New Irrigation and Turf in SW Part of Park**

- Task 1: Clear turf zones of rock, wood, and other debris.
- Task 2: Trench new irrigation lines.
- Task 3: Install irrigation.
- Task 4: Till ground.
- Task 5: Spread grass seed.

### **Responsible**

- YCC
- City Staff
- YCC
- City Staff
- YCC

### **Project 2. Fencing**

- Task 1: Remove old post and cabling (2,270 ln ft).
- Task 2: Remove rail fence near stage (300 ln ft).  
Remove rail fence at northeast end of park (560 ln ft).
- Task 3: Install new post and cabling (1,850 ln ft).
- Task 4: Install new access gate for vehicles.
- Task 5: Paint old/existing fence posts to match new posts

### **Responsible**

- YCC
- YCC
- YCC
- YCC
- YCC

**Alternate 1. New Irrigation and Turf in NE Part of Park**

Task 1:	Clear turf zones of rock, wood, and other debris.	Responsible	YCC
Task 2:	Trench new irrigation lines.		City Staff
Task 3:	Install irrigation.		YCC
Task 4:	Till ground.		City Staff
Task 5:	Spread grass seed.		YCC

**Alternate 2. Sidewalk and Trail Improvements**

Task 1:	Cut and remove vegetation, weed, etc.	Responsible	YCC
Task 2:	Lay mulch along trail surface.		YCC
Task 3:	Back fill along sidewalks with drop-offs (safety need).		YCC

**Materials to Purchase****Project #1**

Item	Qty	Unit Cost	Total Cost
Irrigation	1	\$7,500	\$7,500
Grass Seeding	115,100 sq ft	\$1,000	\$1,000
Equipment Rental	4 days	\$750	\$3,000
<b>TOTAL</b>			<b>\$11,500</b>

**Project #2**

Item	Qty	Unit Cost	Total Cost
Posts	90	\$40	\$3,600
Cabling	1,700 ln ft	\$1.30	\$2,210
Cable Clamps	45	\$2	\$90
Heat Shrinking Tubing	25	\$1.50	\$45
Concrete 60lb bags	200	\$4.00	\$800
<b>TOTAL</b>			<b>\$6,745</b>

**Alternate #1**

Item	Qty	Unit Cost	Total Cost
Irrigation	1	\$3,750	\$3,750
Grass Seeding	50,400 sq ft	\$500	\$500
<b>TOTAL</b>			<b>\$4,250</b>

**Project Totals**

Item	Total Cost
Project #1	\$11,500
Project #2	\$6,745
Alternate #1	\$4,250
<b>TOTAL</b>	<b>\$22,495</b>

# Staff Summary Report

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<b>MEETING DATE:</b>	April 10, 2018
<b>AGENDA ITEM:</b>	IX. CONSENT AGENDA (F)
<b>AGENDA TITLE:</b>	2019 Senior Center Funding Application

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<b>ACTION REQUESTED BY:</b>	Senior/Community Center, General Services Department
<b>ACTION REQUESTED:</b>	Approval of 2019
<b>SUMMARY BY:</b>	Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

- NM Aging and Long-Term Services Department (ALTSD) administers programs and services designed to meet the needs of older adults and adults living with disabilities.
- ALTSD held workshops throughout the state in January to advise local programs and providers of changes to the Capital Outlay request process.
  - Capital Outlay Requests are due to ALTSD no later than April 13, 2018
  - Requests should be supported with architect drawings, evaluations, quotes, etc. depending on the specific request(s).
  - Asset inventory and assessments are required documentation.
  - Program assessments are required documentation.
  - Funding request items must be included in ICIP
  - Applications are required to be approved by governing body.
- The FY19 Capital Outlay Request for the Aztec Senior Center, if recommended for consideration, would be included in the 2019 Legislative Capital Outlay bill, funded by severance tax. Due to limited capital funds, if applications are not ranked as critical need, NM ALTSD will not include a request in the legislative capital outlay request. If included in the capital bill and signed by Governor, funding would be available fall of 2019.
- General Services Department and Senior Center has identified a requirement to upgrade the fire alarm system for the 2019 funding application. AADI has provided an assessment of the current system and the Fire Chief Simpson has concurred with the evaluation of the alarm system.
- Total amount of funding request is \$53,800. This amount is based on an estimate to the system upgrade provided in February 2018 with 10% added for cost increases over the next 18 months. Actual amounts expended which exceed the funds granted would be the responsibility of the City.
- The application included with the agenda is a draft. Senior center statistics are in the process of being compiled for inclusion in the application document. Final document will be available prior to the Tuesday, April 10, 2018, commission meeting.

**PROCUREMENT / FISCAL IMPACTS**

- Purchases will be made in accordance with state statute and city procurement policy.
- If funding is authorized, this project would be included in the FY20 Annual budget.

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**SUPPORT DOCUMENTS:** 2019 ALTSD Capital Outlay Request – DRAFT  
AADI Alarm System Assessment – February 2018

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Submittal of Capital Outlay Request for Aztec Senior Center

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# 2019 SEVERANCE TAX BOND CAPITAL OUTLAY REQUEST APPLICATION

The Aging and Long Term Services Department will consider applications to fund Aging Network capital projects statewide in support of the agency programs and services designed to meet the needs of older adults and adults with disabilities authorized under the Older Americans Act. Applications will be accepted for code compliance, renovations, meals equipment/other equipment, vehicles, new construction/major addition, and plan/design projects. Application requirements:

- Local government support for the project as certified by signature by the local government's chief official;
- Compliance with Executive Order 2013-006 (Establishes Uniform Funding Criteria for Capital Outlay Appropriations);
- Senior Facilities Infrastructure Capital Improvement Plan (ICIP 2019-2023);
- Asset Management Listings for Meals Equipment, Vehicles and Facilities;
- Operating and Use Agreement (applicable to non-profit providers);
- Project Evaluation Form certified by a subject matter expert to demonstrate critical need and project readiness.

**APPLICATION DEADLINE: April 13, 2018 by 5:00**



# Application Checklist

## **Applicant Information and Certification**

- Basic Application Form
- A-1: Code Compliance Project Request Form
- A-2: Renovation Project Request Form
- A-3: Meals Equipment/Other Equipment Project Request Form
- A-4: Vehicle Purchase Project Request Form
- A-5: New Construction/Major Addition Project Request Form
- A-6: Plan & Design Project Request Form

## **Required Capital Outlay Forms and Attachments**

- Asset Management Form: Meals Equipment Inventory Listing
- Asset Management Form: Vehicle Inventory Listing
- Asset Management Form: Facility/Fixture Inventory Listing
- Project Evaluation-Subject Matter Expert Certification
- Infrastructure Capital Improvement Plan (ICIP 2019-2023)
- Quotes and/or Cost Estimates for the Proposed Projects
- Schematic Designs (applicable to construction related projects)
- Operating and Use Agreement (applicable to non-profit providers)

**APPLICANT CONTACT INFORMATION**

(Information of person to contact regarding content of the application.)

Name/Title:		
Facility:		
Address:		
Phone:	Fax:	Email Address:

- Check here if the local government does not wish to submit a 2019 Capital Outlay Request Application for the facility and obtain the appropriate signature in Certification section below.

**Executive Order 13-006 Requirement:** - State agencies must determine whether a grantee has adequate accounting methods and procedures to expend state grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds [EO ¶2(A)(3)(a)].

Applicant's annual audit current and filed with the state auditor's office. <a href="http://www.saonm.org">http://www.saonm.org</a> <input type="checkbox"/> Yes, for FY _____ <input type="checkbox"/> No
Applicant's current fiscal operating budget has been approved by the DFA Budget and Finance Bureau of the Local Government Division. <a href="http://www.nmdfa.state.nm.us/budget-financial-and-audit-status.aspx">http://www.nmdfa.state.nm.us/budget-financial-and-audit-status.aspx</a> <input type="checkbox"/> Yes Date: _____ <input type="checkbox"/> No
Applicant has submitted financial quarterly/monthly reports to the DFA Budget and Finance Bureau of the Local Government Division: <a href="http://www.nmdfa.state.nm.us/budget-financial-and-audit-status.aspx">http://www.nmdfa.state.nm.us/budget-financial-and-audit-status.aspx</a> <input type="checkbox"/> Yes Date: _____ <input type="checkbox"/> No

**Infrastructure Capital Improvement Plan** - Local infrastructure capital improvement plan (ICIP) is a plan that establishes priorities for anticipated capital projects. The state-coordinated ICIP process encourages entities to plan for the development of capital improvements at a pace that sustains their activities. Is the proposed project a documented priority (1 through 5) on the most recently submitted Senior Facility ICIP?

- The current 2019-2023 ICIP Plan is attached.**

**Certification**

I, the undersigned chief official of the applicant organization, certify that the attached application is supported by the governing body of the applicant and I have been authorized to file this application for assistance from the State of New Mexico. I further certify that the information contained herein is true and complete to the best of my knowledge and belief.

Chief Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**FACILITY INFORMATION** (Complete 1 form per Facility/Meal Site)

**Facility:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Instructions** – Describe the facility including ownership, current condition, age, documented repairs, services, and number of congregate meals and home delivered meals provided.

**PART I: FACILITY DATA**

**1. Who owns the facility?**

- City, County, Nation, Pueblo, Town, Pueblo or Village
- Private (for Profit or Non-Profit) – If this box is selected, contact ALTSD staff.  
NOTE: Private entities, including non-profits, must provide a copy of a lease, operating agreement, or user agreement to assure fair market value trade. Applications will not be considered without these documents.

**2. Is a use agreement (for equipment or vehicles) or service agreement (for real property) in place?**

- Yes; Copy of Agreement is provided.
- No; explain: \_\_\_\_\_

**3. What is the age of the facility? \_\_\_\_\_**

**4. What sources of funding were used to construct or improve the facility within the past five (5) years?**

Funding Source \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_  
Funding Source \_\_\_\_\_ Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_

**5. Current Condition** – as described in the Asset Management Form: Facility/Fixture inventory listing.

- Outstanding – Facility is in excellent condition.
- Good – Facility has desirable and favorable conditions.
- Satisfactory – Facility is acceptable.
- Marginal -- Potential threat exists.
- Poor – Facility’s condition is not acceptable and poses a threat to the health and safety of clients; needs immediate attention.

**6. How often is the Facility/Fixture Inventory Listing updated?**

- Monthly  Quarterly  Annually
- Asset Management Form: Facilities/Fixtures Inventory Listing is attached.
- No; explain: \_\_\_\_\_

**7. What repairs/improvements have been made to the facility, and when?**

- Roof Date: \_\_\_\_\_
- Structural Date: \_\_\_\_\_
- Floor Date: \_\_\_\_\_
- HVAC Date: \_\_\_\_\_
- Parking Lot Date: \_\_\_\_\_
- Other (describe): \_\_\_\_\_ Date: \_\_\_\_\_

**PART II: USES**

8. What is the size of the facility (in square feet)? \_\_\_\_\_
9. Is the facility sufficient in size? (15 square feet/person)? This determination must be based on the number of clients that use the facility on a daily basis.
- Yes.
  - No; Explain: \_\_\_\_\_
  - Participation has increased during the past year by (percentage increase?). \_\_\_\_\_
  - There is a waiting list for services.
10. Is the location of the facility easily accessible to all those served?
- Yes.
  - No; Explain: \_\_\_\_\_
11. How close is the nearest senior center facility/meal site? (distance in miles) \_\_\_\_\_

**PART III: COST BENEFIT**

12. How many unduplicated seniors are served daily for all services? (average) \_\_\_\_\_
13. How many meals are prepared annually? (Use SAMS Data)
- Congregate: \_\_\_\_\_
- Home Delivered: \_\_\_\_\_
14. What services are provided at the facility daily?
- Congregate meals; daily count: \_\_\_\_\_
  - Fitness/education activities; daily count: \_\_\_\_\_
  - Other services; specify \_\_\_\_\_ daily count: \_\_\_\_\_
15. How many transportation services are provided daily and what types of vehicle are utilized?
- Client Transportation: # of Vehicles in Fleet \_\_\_\_ Miles/day \_\_\_\_\_ #of 4x4 Vehicles \_\_\_\_
  - Meal Delivery: # of Vehicles in Fleet \_\_\_\_\_ Miles/day \_\_\_\_\_ #of 4x4 Vehicles \_\_\_\_
  - Handicap-accessible: # of Vehicles in Fleet \_\_\_\_ Miles/day \_\_\_\_\_ #of 4x4 Vehicles \_\_\_\_
  - Other vehicle types: # \_\_\_\_\_ Describe: \_\_\_\_\_

**PART IV: OPERATION AND MAINTENANCE**

16. Does a local government provide operating staff?
- Yes (Hours per day): \_\_\_\_\_ # of employees \_\_\_\_\_ # of volunteers \_\_\_\_\_
  - No; Explain: \_\_\_\_\_
17. List all other sources of program funding and the status of each source.
- AAA-source: \_\_\_\_\_ \$ \_\_\_\_\_
  - Local-source: \_\_\_\_\_ \$ \_\_\_\_\_
  - In-Kind-source: \_\_\_\_\_ \$ \_\_\_\_\_
  - Other-source: \_\_\_\_\_ \$ \_\_\_\_\_
18. What is the average monthly operational cost for the following expenses at this facility?
- Gas \$ \_\_\_\_\_
  - Electricity \$ \_\_\_\_\_
  - Water \$ \_\_\_\_\_
  - Refuse \$ \_\_\_\_\_
  - Sewer \$ \_\_\_\_\_
  - Maintenance \$ \_\_\_\_\_

**A-1 CODE COMPLIANCE PROJECT REQUEST FORM** (Complete 1 form per Facility/Site)

**Facility:** \_\_\_\_\_ **Project Title:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Code Compliance Project** – complying with regulations regarding land use, zoning ordinances, health and housing codes, uniform building and fire codes, Americans with Disabilities Act (ADA).

**Project Summary**

*The project summary should be at least 50 words and must include the amount of funding being requested. Please give the most general description of how the funds will be used.*

**Amount of Request:** \$ \_\_\_\_\_

**Funds Committed:** \$ \_\_\_\_\_

**Total Project Cost:** \$ \_\_\_\_\_

**Background**

*The background narrative section must provide the reviewer with an explanation of the problem that has created the need for the capital outlay funds that will be requested in this application. It should provide evidence that the problem exists as well as information on how the proposed project will contribute to a solution to the problem. Provide justification through local government meeting minutes/planning documents or media publications discussing that the problem is a high priority and that the proposed solution is one that the decision-makers support. It is important that the reader who reviews this application understands why your project should be funded over others.*

**1. Are additional funds committed for this project as match, or leverage or received prior year funding (i.e. CDBG, NMDOT 5310 Program, NMFA, or TIF)?**

If yes; provide the following:

Source \_\_\_\_\_ Grant # (if applicable) \_\_\_\_\_

Amount \$ \_\_\_\_\_ Date Available: \_\_\_\_\_

No; Explain: \_\_\_\_\_

**2. Will plan and design be required for the proposed code compliance project?**

Yes; describe: \_\_\_\_\_

Do you have a schematic design? If yes, provide it as an attachment to the application.

No; explain: \_\_\_\_\_

**3. Provide copy of code compliance citation(s) or other supporting documentation.**

Yes; describe: \_\_\_\_\_

No; explain: \_\_\_\_\_

**4. Does the project address a health, safety, risk or hazard to the public that immediately endangers occupants of the facility?**

- Tripping hazard, explain: \_\_\_\_\_
- ADA compliance issue, explain: \_\_\_\_\_
- Structural damage, explain: \_\_\_\_\_
- Sanitary issue, explain: \_\_\_\_\_
- Other, explain: \_\_\_\_\_

**5. Describe how the proposed project will alleviate a risk/health and safety issue?**

**6. Is corrective action urgent and unavoidable?**

- Yes; explain: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**Project Description**

*The project description narrative must provide the reviewer a detailed step by step description of the project. This description should explain the goals of the project, how the goals will be achieved, the length of time required to complete the project, how successes will be measured, what improved services will be delivered as a result of the project, and to what population.*

**7. Is the project ready to proceed (i.e. the site is prepared, plans are complete, infrastructure is in place, the property or land has been secured)?**

- Yes; describe \_\_\_\_\_
- No; explain \_\_\_\_\_
- Do the requested funds complete a fully functional phase of the project?  Yes  No  
If Yes, Explain: \_\_\_\_\_
- Property secured; Right of way easements obtained on: \_\_\_\_\_(date)
- Plan/design completed by (name of contractor & date) : \_\_\_\_\_
- Construction plan and specs completed by (name of contractor & date): \_\_\_\_\_
- Vendor selected (name of vendor & date): \_\_\_\_\_
- Cost estimates/quotes are provided.  Yes  No
- Other, describe: \_\_\_\_\_

**8. After the completion of the project will there be additional operating and maintenance cost required?  Yes  No Will there be a cost savings?  Yes  No**

Explain how applicant will provide for the operation and maintenance costs for the senior center?

**9. Has an evaluation for the proposed project been documented by a subject matter expert to clearly establish the criticality of need for the project?**

- Yes Date: \_\_\_\_\_ Project Evaluation is attached (required).
- No; explain: \_\_\_\_\_

**10. During the evaluation, what findings and issues were identified?**

--

**11. Describe in quantitative language the outcome of not receiving this funding. Why is this funding necessary?**

--

**12. Project Budget**

Using your Project Description narrative, provide a budget breakdown that outlines projected expenses. Also include information about when the requested funds will be spent to support each activity. This is an Example Only:

Expenditure Category	STB Fund Request	Funds from Other Sources	Total	Estimated spend down schedule
Architectural & Engineering*				
Construction				
Equipment				
Delivery/install				
<b>Totals</b>				

*\*A&E Fees should not exceed 10-15% of the total construction budget.*

**13. Describe the oversight process that would ensure timely construction and completion of the project.** Provide information about the local government or other staff who will work on the project, their experience and qualifications to perform the activities that will be funded.

**14. Project Timeline** – insert activities specific to the proposed project.

		Position/Person Responsible
Upon full execution of the Grant Agreement the following tasks will commence to meet the timeline/milestones.		
Advertise for Bids	Month ___	
Pre-Bid Meeting & Bid Opening	Month	
Bid Award to Contractor	Month	
Preconstruction Meeting and Notice to Proceed	Month	
Contract Administration	Months 1-	
Substantial Completion	Month	
Certificate of Occupancy	Month	
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles Grant Agreement including	Months 1-__	

***Attach Asset Management Form for Facility/Fixture Inventory Listing***

**A-2 RENOVATION PROJECT REQUEST FORM** (Complete 1 form per Facility/Site)

**Facility:** \_\_\_\_\_ **Project Title:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Renovation Project** – restoring a current facility to an earlier condition by repairing or remodeling for health and safety issues.

**Project Summary**

*The project summary should be at least 50 words and must include the amount of funding being requested. Please give the most general description of how the funds will be used.*

**Amount of Request:** \$ \_\_\_\_\_

**Funds Committed:** \$ \_\_\_\_\_

**Total Project Cost:** \$ \_\_\_\_\_

**Background**

*The background narrative section must provide the reviewer with an explanation of the problem that has created the need for the capital outlay funds that will be requested in this application. It should provide evidence that the problem exists as well as information on how the proposed project will contribute to a solution to the problem. Provide justification through local government documents or media publications discussing that the problem is a high priority and that the proposed solution is one that decision-makers support. It is important that the reader who reviews this application understands why your project should be funded over others.*

**1. Are additional funds committed for this project as match, or leverage or received prior year funding (i.e. CDBG, NMDOT 5310 Program, NMFA, or TIF)?**

- If yes; provide the following:  
Source \_\_\_\_\_ Grant # (if applicable) \_\_\_\_\_  
Amount \$ \_\_\_\_\_ Date Available: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**2. Will plan and design be required for the proposed code compliance project?**

- Yes; describe: \_\_\_\_\_
- Do you have a schematic design? If yes, provide it as an attachment to the application.
- No; explain: \_\_\_\_\_

**3. Does the project address a health, safety, risk or hazard to the public that immediately endangers occupants of the facility?**

- Tripping hazard, explain: \_\_\_\_\_
- ADA compliance issue, explain: \_\_\_\_\_
- Structural damage, explain: \_\_\_\_\_
- Sanitary issue, explain: \_\_\_\_\_
- Other, explain: \_\_\_\_\_

**4. Describe how the proposed project will alleviate a risk/health and safety issue?**

**5. Is corrective action urgent and unavoidable?**

- Yes; explain: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**Project Description**

*The project description narrative must provide the reviewer a detailed step by step description of the project. This description should explain the goals of the project, how the goals will be achieved, the length of time required to complete the project, how successes will be measured, what improved services will be delivered as a result of the project, and to what population.*

**6. Is the project ready to proceed (i.e. the site is prepared, plans are complete, infrastructure is in place, the property or land has been secured)?**

- Yes; describe \_\_\_\_\_
- No; explain \_\_\_\_\_
- Do the requested funds complete a fully functional phase of the project?  Yes  No  
If Yes, explain: \_\_\_\_\_
- Property secured; Right of way easements obtained on: \_\_\_\_\_(date)
- Plan/design completed by (name of contractor & date) : \_\_\_\_\_
- Construction plan and specs completed by (name of contractor & date): \_\_\_\_\_
- Vendor selected (name of vendor & date): \_\_\_\_\_
- Cost estimates/quotes are provided.  Yes  No
- Other, describe: \_\_\_\_\_

**7. After the completion of the project will there be additional operating and maintenance cost required?  Yes  No Will there be a cost savings?  Yes  No**

Explain how applicant will provide for the operation and maintenance costs?

8. **Has an evaluation for the proposed project been documented by a subject matter expert to clearly establish the criticality of need for the project?**
- Yes Date: \_\_\_\_\_ Project Evaluation is attached (required).
  - No; explain: \_\_\_\_\_

9. **During the evaluation, what findings and issues were identified?**

10. **Describe in quantitative language the outcome of not receiving this funding. Why is this funding necessary?**

**11. Project Budget**

Using your Project Description narrative, provide a budget breakdown that outlines projected expenses. Also include information about when the requested funds will be spent to support each activity.

Expenditure Category	STB Fund Request	Funds from Other Sources	Total	Estimated spend down schedule
Architectural & Engineering*				
Construction				
Equipment Purchase				
Delivery/install				
<b>Totals</b>				

*\*A&E Fees should not exceed 10-15% of the total construction budget.*

12. **Describe the oversight process that would ensure timely construction and completion of the project.** Provide information about the local government or other staff who will work on the project, their experience and qualifications to perform the activities that will be funded.

13. **Project Timeline** – insert activities specific to the proposed project.

Upon full execution of the Grant Agreement the following tasks will commence to meet the timeline/milestones.	Position/Person Responsible
Advertise for Bids	Month ___
Pre-Bid Meeting & Bid Opening	Month
Bid Award to Contractor	Month
Preconstruction Meeting and Notice to Proceed	Month
Contract Administration	Months 1-
Substantial Completion	Month
Certificate of Occupancy	Month
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles Grant Agreement including	Months 1-__

**Attach Asset Management Form for Facility/Fixture Inventory Listing**

**A-3 MEALS EQUIPMENT/OTHER EQUIPMENT REQUEST FORM** (Complete 1 form per Facility/Site)

Facility: \_\_\_\_\_ Project Title: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**NOTE: Each equipment item requested in this category must be valued at \$10,000 or more.**

**Check One:**

- Meals Equipment** - machinery, apparatus, components and other tools necessary in preparing, cooking, and serving food.
- Other Equipment** - machinery, apparatus, components and other tools to make an action, operation, or activity easier to serve program objectives.

**Project Summary**

*The Project Summary narrative should be at least 50 words and should include the amount of funding requested. Please give the most general description of how the funds will be used.*

**Amount of Request:** \$ \_\_\_\_\_

**Funds Committed:** \$ \_\_\_\_\_

**Total Project Cost:** \$ \_\_\_\_\_

**Background**

*The background narrative section must provide the reviewer with an explanation of the problem that has created the need for the capital outlay funds that will be requested in this application. It should provide evidence that the problem exists as well as information on how the proposed project will contribute to a solution to the problem. Provide justification through local government documents or media publications discussing that the problem is a high priority and that the proposed solution is one that decision-makers support. It is important that the reader who reviews this application understands why your project should be funded over others.*

**1. Are additional funds committed for this project (match, leverage, prior year funding)?**

- If yes; provide the following:  
 Source \_\_\_\_\_ Grant # (if applicable) \_\_\_\_\_  
 Amount \$ \_\_\_\_\_ Date Available: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**2. What equipment will be purchased if funding is received? (Each equipment item requested must cost more than \$10,000 and have a life expectancy of 7-10 years)**

Item _____	\$ _____

**3. Does the project address a health, safety, risk or hazard to the public that immediately endangers occupants of the facility?**

- ADA compliance issue, explain: \_\_\_\_\_
- Equipment damage, explain: \_\_\_\_\_
- Sanitary issue, explain: \_\_\_\_\_
- Other, explain: \_\_\_\_\_

**4. How will the proposed project alleviate a risk/health and safety issue?**

**5. Is corrective action urgent and unavoidable?**

- Yes; explain: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**6. Is the project ready to proceed (equipment identified, space sufficient in size for equipment):**

- Yes; describe: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**Are the requested funds sufficient to complete the purchase and installation?**  Yes  No

- If Yes, explain: \_\_\_\_\_
- Necessary equipment identified: \_\_\_\_\_ (date)
- Vendor selected \_\_\_\_\_ (date)
- Is space sufficient in size for the new equipment?  Yes  No
- Other, describe: \_\_\_\_\_

**7. Will additional funds be required for operation and maintenance?**  Yes  No  
**If yes, explain how the applicant has included this in the budget?**

\_\_\_\_\_

**8. Has an evaluation for the proposed project been documented by a subject matter expert to clearly establish the criticality of need for the project?**

- Yes Date: \_\_\_\_\_ Project Evaluation is attached (required).
- No; explain: \_\_\_\_\_

**9. During the evaluation, what findings and issues were identified?**

**10. This purchase will:**

- Provide critically needed equipment
  - Replace non-working equipment
  - Replace end of life equipment as determined in the Asset Management Plan
  - Upgrade equipment
- If yes to any of the above, what items? \_\_\_\_\_
- If no to any of the above, explain: \_\_\_\_\_

**11. Why is this funding necessary? Describe in quantitative language the outcome of not receiving this funding.**

**12. Have mandatory quotes been obtained?**

Yes, a copy of the quote is provided.

No; explain: \_\_\_\_\_

**13. Project Budget**

Using your Project Description narrative, provide a budget breakdown that outlines projected expenses. Also include information about when the requested funds will be spent to support each activity.

Expenditure Category	STB Fund Request	Funds From Other Sources	Total	Estimated spend down schedule
Equipment-Specify:				
Delivery/install				
<b>Totals</b>				

**14. Describe the oversight process that would ensure timely construction and completion of the project.** Provide information about the local government or other staff who will work on the project, their experience and qualifications to perform the activities that will be funded.

**15. Project Timeline – insert activities specific to the proposed project.**

Project Timeline <i>(Insert milestones/activities specific to the proposed project.)</i>	Upon full execution of the Grant Agreement the following tasks will commence to meet the timeline/milestones.	Oversight/Responsible Staff
Secure Cost Estimates/Obtain Quotes	Month 1-	
Select Contractor/Vendor	Month	
Purchase & Install Equipment	Month	
Project Completion, Review & Close Out	Month	
Submit <u>Exhibit 1 – Monthly / Final Report Form &amp; Request</u> for Payment according to contractual requirements as set forth in Articles Grant Agreement including	Months 1-	

**Attach Asset Management Form for Meals Equipment/Other Equipment Inventory listing**

**A-4 VEHICLE REQUEST FORM** (Complete 1 form per Facility/Site)

**Facility:** \_\_\_\_\_ **Project Title:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Vehicles** - for transporting people or goods (such as home-delivered meals). Note: At least 50% of vehicles in a fleet must be accessible for persons with disabilities.

**Project Summary**

*The Project Summary narrative should be at least 50 words and should include the amount of funding requested. Please give the most general description of how the funds will be used.*

**Amount of Request:** \$ \_\_\_\_\_  
**Funds Committed:** \$ \_\_\_\_\_  
**Total Project Cost:** \$ \_\_\_\_\_

**Background**

*The background narrative section must provide the reviewer with an explanation of the problem that has created the need for the capital outlay funds that will be requested in this application. It should provide evidence that the problem exists as well as information on how the proposed project will contribute to a solution to the problem. Provide justification through local government documents or media publications discussing that the problem is a high priority and that the proposed solution is one that decision-makers support. It is important that the reader who reviews this application understands why your project should be funded over others.*

**1. Are additional funds committed for this project (match, leverage, prior year funding)?**

**If yes; provide the following:**

Source \_\_\_\_\_ Grant # (if applicable) \_\_\_\_\_  
Amount \$ \_\_\_\_\_ Date Available \_\_\_\_\_

No; explain: \_\_\_\_\_

**2. List type and number of vehicle(s) that will be purchased if funding is received.**

(Include cost estimates from supplier or state pricing agreement.)

- |  |              |                             |
|--|--------------|-----------------------------|
| <input type="checkbox"/> Minivan                   | Number _____ | amount per vehicle \$ _____ |
| <input type="checkbox"/> 12-Passenger Van          | Number _____ | amount per vehicle \$ _____ |
| <input type="checkbox"/> 15-Passenger Van          | Number _____ | amount per vehicle \$ _____ |
| <input type="checkbox"/> Hot Meal Delivery Vehicle | Number _____ | amount per vehicle \$ _____ |
| <input type="checkbox"/> Medical Transport Vehicle | Number _____ | amount per vehicle \$ _____ |



Vehicle Type	ID#	Year	Make	Model	Mileage	Condition	Is this vehicle being replaced?

**Attach additional pages if necessary.**

a. No; explain \_\_\_\_\_

**11. If this purchase will replace a vehicle(s) with less than 100,000 miles or the vehicle is less than 7 to 10 years old, provide justification for the request and include copies of maintenance records (provide inventory ID#).**

**12. Have mandatory quotes been obtained?**

- Yes, a copy of the quote is provided.
- No; explain:

**13. Project Budget**

Using your Project Description narrative, provide a budget breakdown that outlines projected expenses. Also include information about when the requested funds will be spent to support each activity.

Expenditure Category	STB Fund Request	Funds from Other Sources	Total	Estimated spend down schedule
Vehicles-Specify:				
Equip-Specify:				
<b>Totals</b>				

**14. Describe the oversight process that would ensure timely construction and completion of the project.** Provide information about the local government or other staff who will work on the project, their experience and qualifications to perform the activities that will be funded.

**15. Project Timeline – insert activities specific to the proposed project.**

Project Timeline <i>(Insert milestones/activities specific to the proposed project.)</i>	Upon full execution of the Grant Agreement the following tasks will commence to meet the timeline/milestones.	Oversight/Responsible Staff
Secure Cost Estimates/Obtain Quotes	Month 1-	
Select Contractor/Vendor	Month	
Purchase & take delivery of vehicles	Month	
Project Completion, Review & Close Out	Month	
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles Grant Agreement including	Months 1-	

**16. Will additional operating and maintenance costs be required as a result of this project? If yes, how will this be provided for in the budget? (i.e. fuel efficiency, maintenance cost, insurance premiums)**

**Will there be a cost savings?  Yes  No**

- Yes, describe: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**17. Can any of the old vehicles be sold or transferred to another entity?**

- Yes, describe: \_\_\_\_\_
- No; explain: \_\_\_\_\_

***Attach Asset Management Form for Vehicle Inventory Listing***

**A-5 NEW CONSTRUCTION/MAJOR ADDITION REQUEST FORM** (Complete 1 form per Facility/Site)

Facility: \_\_\_\_\_ Project Title: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**New Construction/Major Addition:** building a new structure, increasing the size of a structure by more than 35 percent of its footprint, demolishing or reconstructing more than 35 percent of the exterior walls or structural members of a building.

- New construction or major addition requests must include estimated costs for equipment and furnishings. Equipment and furnishings cannot be separated and requested on other forms.
- Projects for enlarging a facility or completing construction of a center, estimated at \$200,000 or more, must be documented as “new construction/major addition”.
- Parking lots and landscaping must be included in the plans for new construction/major addition.
- Planning and design for new construction/major addition.

**Project Summary**

*The Project Summary narrative should be at least 50 words and should include the amount of funding requested. Please give the most general description of how the funds will be used.*

**Amount of Request:** \$ \_\_\_\_\_

**Funds Committed:** \$ \_\_\_\_\_

**Total Project Cost:** \$ \_\_\_\_\_

**Background**

*The background narrative section must provide the reviewer with an explanation of the problem that has created the need for the capital outlay funds that will be requested in this application. It should provide evidence that the problem exists as well as information on how the proposed project will contribute to a solution to the problem. Provide justification through local government documents or media publications discussing that the problem is a high priority and that the proposed solution is one that decision-makers support. It is important that the reader who reviews this application understands why your project should be funded over others.*

1. **Are additional funds committed for this project as match, or leverage or received prior year funding (i.e. CDBG, NMDOT 5310 Program, NMFA, or TIF)?**
  - If yes; provide the following:
 

Source _____	Grant # (if applicable) _____
Amount \$ _____	Date Available: _____
  - No; explain: \_\_\_\_\_
  
2. **Do you anticipate any of the funds to be used for plan/design (>10%) for the new construction/major addition project?**
  - Yes; describe: \_\_\_\_\_
  - Do you have a schematic design? If yes, provide it as an attachment to the application.
  - No; explain: \_\_\_\_\_
  
3. **Provide copy of code compliance citation(s) or other supporting documentation.**
  - Yes; describe: \_\_\_\_\_
  - No; explain: \_\_\_\_\_
  
4. **State the specific health, safety, risk or hazard to the public that immediately endangers occupants of the facility?**
  - Tripping hazard, explain: \_\_\_\_\_
  - ADA compliance issue, explain: \_\_\_\_\_
  - Structural damage, explain: \_\_\_\_\_
  - Sanitary issue, explain: \_\_\_\_\_
  - Other, explain: \_\_\_\_\_
  
5. **Describe how will the proposed project alleviate a risk/health and safety issue?**
  
6. **Is corrective action urgent and unavoidable?**
  - Yes; explain: \_\_\_\_\_
  - No; explain: \_\_\_\_\_

**Project Description**

*The following section should give the evaluator a detailed description of the project that will be funded by the requested grant. This description should explain the duration of time during which the funds will support the project, the goals of the project, how they will be achieved, how success or failure will be measured, what services you promise to deliver to what population and what results you expect to bring about.*

**7. Is the project ready to proceed (the site is prepared, plans are complete, infrastructure in place, the property or land has been secured):**

- Yes; describe; \_\_\_\_\_
- No; explain; \_\_\_\_\_
- Do the requested funds complete a fully functional phase?  Yes  No  
If Yes, explain: \_\_\_\_\_
- Property secured; Right of way easements obtained on: \_\_\_\_\_ (date)
- Plan / Design completed by (name of contractor & date) : \_\_\_\_\_
- Construction Plan & Specs completed by (name of contractor & date): \_\_\_\_\_
- Vendor selected (name of vendor & date): \_\_\_\_\_
- Quotes/cost estimates are provided.  Yes  No
- Other; describe: \_\_\_\_\_

**8. After the completion of the project will there be additional operating and maintenance cost to consider?  Yes  No Will there be a cost savings?  Yes  No**

Explain how applicant will provide for the operation and maintenance costs?

**9. Has an evaluation for the proposed project been documented by a subject matter expert to clearly establish the criticality of need for the project?**

- Yes Date: \_\_\_\_\_ Project Evaluation is attached (required).
- No; explain: \_\_\_\_\_

**10. During the evaluation, what findings and issues were identified?**

**11. Why is this funding necessary? Describe in quantitative language the outcome of not receiving this funding.**

**12. Project Budget**

Using your Project Description narrative, provide a budget breakdown that outlines projected expenses. Also include information about when the requested funds will be spent to support each activity.

<b>Expenditure Category</b>	<b>STB Fund Request</b>	<b>Funds from Other Sources</b>	<b>Total</b>	<b>Estimated spend down schedule</b>
Architectural & Engineering*				
Construction				
Equipment				
Delivery/install				
<b>Totals</b>				

*\*A&E Fees should not exceed 10-15% of the total construction budget.*

- 13. Describe the oversight process that would ensure timely construction and completion of the project.** Provide information about the local government or other staff who will work on the project, their experience and qualifications to perform the activities that will be funded.

**Project Timeline – insert activities specific to the proposed project.**

<b>Project Timeline</b> <i>(Insert milestones/activities specific to the proposed project.)</i>	Upon full execution of the Grant Agreement the following tasks will commence to meet the timeline/milestones.	<b>Oversight/Responsible Staff</b>
Advertise for Bids	Month	
Pre-Bid Meeting & Bid Opening	Month	
Bid Award to Contractor	Month	
Preconstruction Meeting and Notice to Proceed	Month	
Contract Administration	Months 1-	
Substantial Completion	Month	
Certificate of Occupancy	Month	
Submit <u>Exhibit 1 – Monthly / Final Report Form &amp; Request for Payment</u> according to contractual requirements as set forth in Articles Grant Agreement including	Months 1-	

***Attach Asset Management Form for Facility/Fixture Inventory Listing***

**A-6 PLAN-DESIGN REQUEST FORM** (Complete 1 form per Facility/Site)

**Facility:** \_\_\_\_\_ **Project Title:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Plan & Design** – planning process including location studies, architectural drawings and plans, engineering, archaeological and environmental surveys or clearances, zoning, design activities necessary if seeking LEED certification, and all other steps incidental to creating a plan for a final product.

**Project Summary**

*The Project Summary narrative should be at least 50 words and should include the amount of funding requested. Please give the most general description of how the funds will be used.*

**Amount of Request:** \$ \_\_\_\_\_  
**Funds Committed:** \$ \_\_\_\_\_  
**Total Project Cost:** \$ \_\_\_\_\_

**Background**

*The background narrative section must provide the reviewer with an explanation of the problem that has created the need for the capital outlay funds that will be requested in this application. It should provide evidence that the problem exists as well as information on how the proposed project will contribute to a solution to the problem. Provide justification through local government documents or media publications discussing that the problem is a high priority and that the proposed solution is one that decision-makers support. It is important that the reader who reviews this application understands why your project should be funded over others.*

**1. Are additional funds committed for this project (match, leverage, prior year funding)?**

- If yes; provide the following:  
Source \_\_\_\_\_ Grant # (if applicable) \_\_\_\_\_  
Amount \$ \_\_\_\_\_ Date Available \_\_\_\_\_
- No; explain: \_\_\_\_\_

**2. Will the plan and design project be for a new facility?**

- Yes; describe: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**3. Will the design provide for a more cost efficient facility?**

- Yes; explain: \_\_\_\_\_
- No; explain? \_\_\_\_\_

**4. How will the proposed project alleviate a risk/health and safety issue?**

**Project Description**

*The Project Description narrative should give the reader a detailed description of the project that will be funded by the requested grant. This description should explain the duration of time during which the funds will support the project, the goals of the project, how they will be achieved, how success or failure will be measured, what services you promise to deliver to what population and what results you expect to bring about.*

**5. Is the project ready to proceed (the site is prepared, infrastructure in place, property or land secured):**

- Do requested funds complete a fully functional phase?
- Yes, explain: \_\_\_\_\_
- No; explain: \_\_\_\_\_
- ROW secured: \_\_\_\_\_ (date)
- Property secured: \_\_\_\_\_ (date)
- RFP in process: \_\_\_\_\_ (date)
- Cost estimates: \_\_\_\_\_ (date)
- Other, describe: \_\_\_\_\_ (date)

**6. What is the timeline for completion of the plan?**

**7. Is the plan feasible and realistic for the number of clients served?**

- Yes; describe: \_\_\_\_\_
- No; explain: \_\_\_\_\_

**8. Has an evaluation for the proposed project been documented by a subject matter expert to clearly establish the criticality of need for the project and has it been provided with the application?**

- Yes; Date: \_\_\_\_\_ (Attach Copy of evaluation)
- No; Explain: \_\_\_\_\_

**9. During the evaluation, what findings and issues were identified?**

**10. From what sources will applicant seek funding for construction costs?**

--

**11. Why is this funding necessary? Describe in quantitative language the outcome of not receiving this funding.**

--

**12. Project Budget**

Using your Project Description narrative, provide a budget breakdown that outlines projected expenses. Also include information about when the requested funds will be spent to support each activity.

Expenditure Category	STB Fund Request	Funds from Other Sources	Total	Estimated spend down schedule
Architectural & Engineering*				
Soils Testing, fees; licenses; permits; sales taxes; contingencies, etc.				
<b>Totals</b>				

*\*A&E Fees should not exceed 10-15% of the total construction budget.*

**13. Describe the oversight process that would ensure timely construction and completion of the project.** Provide information about the local government or other staff who will work on the project, their experience and qualifications to perform the activities that will be funded.

**14. Project Timeline – insert activities specific to the proposed project.**

Project Timeline <i>(Insert milestones/activities specific to the proposed project.)</i>	Upon full execution of the Grant Agreement the following tasks will commence to meet the timeline/milestones.	Oversight/Responsible Staff
Advertise for Bids	Month	
Pre-Bid Meeting & Bid Opening	Month	
Bid Award to Contractor	Month	
Predesign Meeting and Notice to Proceed	Month	
Contract Administration	Months 1-	
Substantial Completion	Month	
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles Grant Agreement including	Months 1-	

***Attach Asset Management Form for Facility/Fixture Inventory Listing***

**From:** Ezekiel Barlow <aadihelp1@gmail.com>  
**Sent:** Tuesday, February 13, 2018 4:50 PM  
**To:** Tristan Olguin; aadihelp@yahoo.com  
**Subject:** Description of existing system and advantages of upgrade

As you requested to describe the current system and the advantages of bringing the system up to code I have compiled the following

The current system consists of 2 Pull Stations and 2 Horn Strobes, the system is not monitored and according to NFPA-72 a non-monitored system must be tested and inspected quarterly. The current system's horn strobes are not synchronized and does not meet ADA codes. This is due to people with seizures. If they are standing in a location where they can see both horn strobes and they are not synchronized it could trigger a seizure.

Advantages of bringing the system up to code.

- 1: There is only two horn strobes in the whole building which is inadequate notification to notify everyone in the building according to the current code. Bringing the system up to current code will place strobes and horn strobes throughout the building in such a manner to notify everyone of an alarm condition. Bringing the notification up to code will require all horn strobes to be synchronized to meet the ADA Code to prevent triggering seizures in an alarm condition.
- 2: To initiate the alarm there is only two pull stations. Current code requires there to be a pull station at every exit where the building is not sprinklered. In a fire condition this allows someone to activate the Fire Alarm at any exit and not having to go to one specific exit and possibly putting themselves in danger to activate the alarm to notify others in the building, depending on where fire is located.
- 3: Currently the Fire Alarm System has no smoke or heat detection. Current code requires that in a building that is not sprinklered every room should be covered with smoke or heat detection, depending on the use of the room. Smoke detectors cover a 90 square feet area. Installing smoke and heat detectors will allow the building to be monitored for a fire condition even if no one was at the premise. Only having pull stations to initiate the fire alarm, someone has to be at the location and detect the fire and then activate the alarm. Also having smoke and heat detection will allow for early detection of a fire, quicker notification of occupants inside the building for a quicker evacuation, quicker notification of emergency personnel, thus a quicker response and a quicker extinguishing of the fire and thus more lives saved and less property damage.

- 4: Currently the Fire Alarm System is not tied into the hood system in the Kitchen so if there was a kitchen fire the occupants of the building would not know unless someone activates a pull station.  
Current code would require the kitchen hood system to be tied into the Fire Alarm System so if the hood system is activated then the fire alarm panel will go into alarm, alerting the occupants to exit and activate the 911 response.
- 5: Currently the Fire Alarm System is not monitored. Bringing the system up to code would add monitoring to the Fire Alarm System. This will tie the Fire Alarm System to a Central Station that handles alarms. They will have the number for the 911 center and the 911 center would be notified when the panel goes into alarm.  
The system being monitored will allow for quicker notification to 911 and a quicker response of emergency personnel. With the system being monitored even though someone is not at the premise to call 911 in case of a fire, whether it be night or day, the system will notify the 911 center automatically. Also having the system monitored can save you on insurance. Most insurance companies will give a discount to those that have a Fire Alarm System that is monitored. With the system being monitored, the system is now only required by NFPA to be tested and inspected once a year, thus saving money on testing and inspections.
- 6: Currently there is no smoke detector protecting the Fire Alarm Panel. If there was a fire in the room where the Fire Alarm Panel is located and no one was to detect it before it spread into other rooms. The Fire Alarm Panel could be compromised and not work when the pull station is pulled. Bringing the system up to code would require a smoke detector in the room of the Fire Alarm Panel for early detection and early notification before the Fire Alarm Panel might be rendered in-operational.
- 7: Currently the existing HVAC units are not tied into the fire alarm panel. When a fire condition occurs, the HVAC units will spread the smoke throughout the whole building quicker, causing greater property damage and a shorter time of survivability if someone is inside the building. Bringing the system up to code would require duct detectors to be placed in the duct work of the HVAC units depending on the size of the unit.  
If smoke is detected the fire alarm system will trigger a supervisory alarm and shut down the HVAC unit. When the alarm condition is cleared and the panel is reset then the HVAC unit can turn back on.
- 8: The existing Fire Alarm System is installed in the mechanical room and has no remote annunciation. If there is a fire at the premise the Emergency Personnel have to gain access to the utility room to find out where the alarm is originating from and putting them in more danger. Bringing the system up to code would place a remote annunciator near

the front entrance where the emergency personnel can quickly identify where the alarm is originating from and allow for a quicker access to the alarm condition.

Thank You,

*Ezekiel Barlow*

*Technician*

**AADI, Inc.**

2015 N Knudsen Ave.  
Farmington, NM 87401  
(505) 326-2031 Office  
(505) 486-2450 Cell  
aadihelptech1@gmail.com

# Staff Summary Report

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**MEETING DATE:** April 10, 2018  
**AGENDA ITEM:** IX. CONSENT AGENDA (G)  
**AGENDA TITLE:** Resolution 2018-1081 Municipal Surplus

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**ACTION REQUESTED BY:** Library  
**ACTION REQUESTED:** Approval of Resolution 2018-1081  
**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

- The Library, during the normal course of operations, reviews circulation of all materials. Materials which are not circulating or are out of date are pulled from the shelves and become surplus material. These items would have been purchased with city or state library funds or donated to the library. Materials pulled include a large collection of adult and youth books, several DVDs and music CDs.
- Approved library surplus items will be disposed of in a variety of ways to best serve the library and the community. Materials which may have use to Good Sam's, local schools, and/or veteran's programs will be donated. Materials which may have public interest will be packaged and available for sale at the library. Other materials may be packaged and sent to book outlets at no cost to the city. The Public Surplus website has not resulted in interest for library materials, although it will continue to be utilized as well.
- If the items are not sold they will be donated or disposed of according to NM Statute Section 3-54-2 and Procurement Statute 13-6-1. Disposition of obsolete, worn-out or unusable tangible personal property.

## **PROCUREMENT / FISCAL IMPACTS**

- Revenues from auction to be applied to General Fund / Joint Utility Fund

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**SUPPORT DOCUMENTS:** Resolution 2018-1081  
Surplus List

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Resolution 2018-1081 Declaring Certain Municipal Property Not Essential For Municipal Purpose and Directing It Be Sold or Disposed.

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# CITY OF AZTEC RESOLUTION 2018-1081

**A RESOLUTION DECLARING CERTAIN MUNICIPAL PROPERTY NOT ESSENTIAL FOR MUNICIPAL PURPOSE AND DIRECTING IT BE SOLD, OR IF THE PROPERTY HAS NO VALUE, DONATE THE PROPERTY TO ANY ORGANIZATION DESCRIBED IN SECTION 501(c)3 OF THE INTERNAL REVENUE CODE OF 1986 OR DISPOSED.**

- WHEREAS,** Sections 3-54-2 and 13-6-1 of NMSA, 1978 Compilation authorizes municipalities to sell personal property which is not essential for a municipal purpose or if the property has no value, donate the property to any organization described in Section 501(c)3 of the Internal Revenue Code of 1986; and
- WHEREAS,** the City of Aztec owns certain personal property which is obsolete and/or surplus and no longer needed or useful to the City; and
- WHEREAS,** the Governing Body wishes to declare this property not essential for a municipal purpose so that it can be sold or donated according to statute.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY** of the City of Aztec, New Mexico that the personal property described on the attached list which is owned by the City is surplus and not essential for a municipal purpose.

PASSED, APPROVED AND SIGNED this 10<sup>th</sup> day of April 2018.

\_\_\_\_\_  
VICTOR C. SNOVER, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK KARLA SAYLER

**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1081  
APRIL 10, 2018**

Good faeries	Brian Froud
Your best wishes can come true	Phyllis Fair Cowell
Sheila Rae, the brave	Kevin Henkes
Wemberly worried	Kevin Henkes
Antics! : an alphabetical anthology	Cathi Hepworth
Weekly Reader Children's Book Club presents Silly Steggy	Alison Cragin Herzig & Jane Lawrence Mali
Hubknuckles	Emily Herman
Raggedy Ann's picture-perfect Christmas	Gail Herman
Disappearing donuts	Gail Herman
What a hungry puppy!	Gail Herman
Blossom comes home	James Herriot
Smudge, the little lost lamb	
Only one woof	James Herriot
Friends go adventuring	Helme Heine
The most wonderful egg in the world	Helme Heine
Big chickens	Leslie Helakoski
The world's greatest elephant	Ralph Helfer
Corduroy lost and found	B.G. Hennessy
A very snowy Christmas	Diana Hendry
All alone	Kevin Henkes
Birds	Kevin Henkes
Chester's way	Kevin Henkes
Jake baked the cake	B.G. Hennessy
On the move	Deborah Heiligman
Princess Hyacinth : (the surprising tale of a girl who floated)	Florence Parry Heide
Jessica	Kevin Henkes
Julius, the baby of the world	Kevin Henkes
Kitten's first full moon	Kevin Henkes
Lilly's big day	Kevin Henkes
Lilly's purple plastic purse	Kevin Henkes
Owen	Kevin Henkes
Penny and her marble	
In the rain with Baby Duck	Amy Hest
The mommy exchange	Amy Hest
Nana's birthday party	Amy Hest
Splat the cat with a big bang and a clang	
Tommy at the grocery store	Bill Grossman
Ten little rabbits	Virginia Grossman
Is your mama a llama?	Deborah Guarino
Cowgirl Rosie and her five baby bison	Stephen Gulbis
Alphabet soup : a feast of letters	Scott Gustafson
Alphabears : an ABC book	Kathleen Hague
Numbears : a counting book	Kathleen Hague
Hooray for reading!	Patricia Hall
Bruh Rabbit and the tar baby girl	Virginia Hamilton
Morning dance	Todd Hannert
Disney's Lilo & Stitch : a read-aloud storybook	Catherine Hapka
Disney's treasure planet : a read-aloud storybook	Catherine Hapka
Margret & H.A. Rey's Merry Christmas, Curious George	Catherine Hapka

**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1081  
APRIL 10, 2018**

Three young pilgrims	Cheryl Harness
Sit, Truman oser	Dan Harper
Little boy soup	David L. Harrison
Crusher is coming!	Bob Graham
How Smudge came	Nan Gregory
Mystery of Navajo Moon	Timothy Green
Osa's pride	Ann Grifalconi
The village of round and square houses	Ann Grifalconi
More Alex and the cat	Helen V. Griffith
The sparkle box	
I'm so mad!	Robie Harris
I'm not sleepy!	Robie Harris
AlphaZoo Christmas	Susan Harrison
AlphaZoo Christmas	Susan Harrison
Porcupine's pajama party	Terry Webb Harshman
The invisible moose	Dennis Haseley
One bullfrog	Sid Hausman
What homework?	Linda Hayward
A bad start for Santa Claus	Sarah Hayes
Louie the layabout	Nick Healy
The monsters' test	Brian J. Heinz
Meet the X-Men	Clare Hibbert
Aunt Zinnia and the ogre	Genevi*eve Huriet
Family moving day	Genevi*eve Huriet
Mistletoe and the baobab tree	Genevi*eve Huriet
Violette's daring adventure	Genevi*eve Huriet
Mystery on the docks / by Thacher Hurd	
One dark night	Hazel Hutchins
Don't forget the bacon!	Pat Hutchins
Happy birthday, Sam	Pat Hutchins
Rosie's walk	Pat Hutchins
Tidy Titch	
Jay Jay earns his wings	Jodi Huelin
The big Alfie out of doors storybook	Shirley Hughes
Lucy & Tom's Christmas	Shirley Hughes
Snowman's story	
The yellow boat	Margaret Hillert
Amanda and the magic garden	John Himmelman
Cows to the rescue	
Lights out!	John Himmelman
Once there was a house : and you can make it!	Judy Hindley
They really like me!	Anna Grossnickle Hines
Arthur's Halloween costume	Lillian Hoban
Arthur's loose tooth	Lillian Hoban
Arthur's prize reader	Lillian Hoban
Silly Tilly's Thanksgiving dinner	Lillian Hoban
Silly Tilly's Thanksgiving dinner	Lillian Hoban
A house is a house for me	Mary Ann Hoberman
There are many great things you can do in the snow	Howard Hofherr

**CITY OF AZTEC  
SURPLUS LIST  
RESOLUTION 2018-1081  
APRIL 10, 2018**

Sweet dreams for Sally	Amelia Hubert
The best thing about valentines	Eleanor Hudson
Bear and Duck	
The new kid	Susan Hood
Time for bed?	Susan Hood
Tyler is shy	
Mr. Baseball	William H. Hooks
Mr. Monster	William H. Hooks
The mystery of the missing tooth	
The shelf elf helps out	Jackie Mims Hopkins
Sky boys : how they built the Empire State Building	Deborah Hopkinson & James E. Ransome
Five little gefiltes	Dave Horowitz
Flower girl butterflies	Elizabeth Fitzgerald Howard
The secret keeper	Anna Grossnickle Hines
Little bear lost	Jane Hissey
Old Bear	Jane Hissey
Arthur's back to school day	Lillian Hoban
Arthur's camp-out	Lillian Hoban
Arthur's Christmas cookies	Lillian Hoban
Arthur's great big valentine	Lillian Hoban
Danny and the dinosaur	Syd Hoff
Danny and the dinosaur go to camp	Syd Hoff
Happy birthday, Danny and the dinosaur!	
Creepy-crawly birthday	
Harold & Chester in hot fudge	James Howe
Harold & Chester in the fright before Christmas	James Howe
Pinky and Rex get married	James Howe
There's a dragon in my sleeping bag	James Howe
Amazing Grace	Mary Hoffman
Henrietta's Fourth of July	Syd Hoff
Henrietta, circus star	Syd Hoff
The horse in Harry's room	Syd Hoff
Mrs. Brice's mice	Syd Hoff
One fine day / by	Nonny Hogrogian
I unpacked my grandmother's trunk : a picture book game	Susan Ramsay Hoguet
Jack and the Jellybeanstalk	Joan Holub
Mighty dads	
Angelina ballerina	Katharine Holabird
Christmas in Mouseland	Katharine Holabird
I wish I were a-	
Two of everything : a Chinese folktale	Lily Toy Hong
Wing-a-ding	Lyn Littlefield Hoopes
I am mad!	Susan Hood
Animal Farm	George Orwell
DVD: Charlotte's Web	

# Staff Summary Report

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<b>MEETING DATE:</b>	April 10, 2018
<b>AGENDA ITEM:</b>	XII. BUSINESS AGENDA (A)
<b>AGENDA TITLE:</b>	RFP 2008-208 Wilson & Co Engineering Services Agreement, Aztec Arterial Phase 2, Amendment

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<b>ACTION REQUESTED BY:</b>	Wilson & Company
<b>ACTION REQUESTED:</b>	Approval of Wilson & Company Engineering Services Agreement Amendment
<b>SUMMARY BY:</b>	Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

NMDOT: New Mexico Department of Transportation  
FWHA: Federal Highway Administration  
BLM: Bureau of Land Management

In 2008, Wilson & Company was awarded the engineering contract for the East Aztec Arterial which included services from preliminary design through construction award. The intent was the arterial would be designed as one project. The original contract was approved in phases as progress was made and it appeared funding was available.

In 2009, federal funds became available and Wilson & Company was asked to remove a section of the project from Navajo Dam Road to provide access to Tiger Reservoir and Tiger Sports Complex and is referred to as phase 1a. Construction was completed in 2012.

In 2011, funding appeared to be available for arterial construction. Wilson was tasked with remove a segment of the arterial from the full design set as a stand-alone project. This segment is referred to as phase 1b and provided the south intersection with US550. This segment changed in scope 3 times based on available funding. Construction which extended east of the Williams Arroyo was completed in October 2016.

In 2014, legislative appropriation for arterial construction resulted in Wilson & Co reviewing and updating the final segment of the project (phase 2). This included a review of existing right of way, environmental documentation, and design revisions. This phase was delayed when phase 1b went to bid in 2015 but efforts resumed in fall of 2016. From 2008 to 2016, NMDOT, BLM and City personnel changed resulting in a complete review of the entire project, including phase 1a and 1b. Design standards changed, federal and state regulations changed, BLM land transfer due to the old landfill was added to the project as well as a remediation plan and requiring a retaining wall to be added to minimize impacts to the landfill area; resulting in significant changes to the project. Regular progress meetings have been held between all entities to improve communication and identify problems and resolutions on the project.

Wilson & Co., specific to phase 2, while continuing to work on this project to meet NMDOT and FHWA requirements, have incurred costs exceeding their current contract. They are requesting additional funding in the amount of \$144,986.00 (not including tax). Discussions with Wilson & Co. indicate this amount should be sufficient to complete the project (final review with NMDOT and FHWA to authorize project to go to bid late this summer).

#### **PROCUREMENT / PURCHASING**

- RFP 2008-208 was awarded to Wilson and Company in February 2008 and was a phased agreement as funding was available and as authorized by the City Commission.
- Several amendments have occurred since the original award of the RFP primarily the result of available funding. The construction funding availability has resulted in changes in personnel and procedures within the various agencies and has resulted in elements of the project being amended multiple times.
- Total engineering services to date, including this request, for the East Aztec Arterial under RFP 2008-208: \$1,152,036 (less than 10% of the total project construction costs for the arterial).

#### **FISCAL INPUT / FINANCE DEPARTMENT**

- The FY18 Adopted Annual Budget does not have funding specifically identified for additional engineering costs for the arterial project. Gross Receipts Tax revenues have exceeded budget (\$236,930 as of 3/31/2018) and would be used to fund this additional expense. A budget adjustment will not be presented for commission approval until the end of the fiscal year (June 2018).

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**SUPPORT DOCUMENTS:** Wilson & Company Request

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Wilson and Company request for amendment of engineering fees for Arterial Phase 2

# Staff Summary Report

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**MEETING DATE:** April 10, 2018  
**AGENDA ITEM:** XII. BUSINESS AGENDA (B)  
**AGENDA TITLE:** RFP 2015-0444 Wilson & Company Construction Management Services Agreement, Aztec Arterial Phase 1B, Amendment

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**ACTION REQUESTED BY:** Wilson & Company  
**ACTION REQUESTED:** Approval of Wilson & Company Arterial Ph1B Construction Services Agreement Amendment  
**SUMMARY BY:** Kathy Lamb

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## PROJECT DESCRIPTION / FACTS

NMDOT: New Mexico Department of Transportation

In 2014, Wilson & Company was awarded a multi-year blanket construction services contract for construction projects which would require services beyond the resources of city staff. One of those projects is the construction management of the Aztec Arterial Phase 1B.

Wilson & Company original scope of work did not include bid support (attendance at pre-bid conference, evaluation of bids and re-bid of project) which resulted in cost of \$14,812.00.

During the construction of the project, there were additional costs incurred for mileage while inspectors were on the project in the amount of \$3,372.49.

NMDOT District 5 has had changes within their office in the oversight of this project. There have been delays in review of reimbursements submitted, a need to produce same information in different formats to meet NMDOT requests, multiple meetings, all of which have combined to increase costs incurred by Wilson & Co in the amount of \$15,000.

Wilson & Co is requesting additional compensation in the amount of \$33,184.49 (not including tax). This request represents an increase of 11.7% of the original agreement. Total construction management costs (including this request) are 9% of the total construction costs.

## PROCUREMENT / PURCHASING

- RFP 2015-0444 was awarded to Wilson and Company in November 2014 and was a project agreement, meaning fees were negotiated based on a specific project which required external construction management.

- City Commission approved the Arterial Ph1B construction management in February 2015 in the amount of \$281,779.93. This is the only amendment Wilson & Co has requested on this project.

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**FISCAL INPUT / FINANCE DEPARTMENT**

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- The FY18 Adopted Annual Budget, Municipal Road Fund, does include sufficient budgeted funds for this request.

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**SUPPORT DOCUMENTS:** Wilson & Company Request Aztec Arterial Ph 1B

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Wilson and Company request for amendment of construction management fees for Arterial Phase 1B.

**WILSON  
& COMPANY**

4900 Lang Ave NE  
Albuquerque, NM 87109  
505-348-4000 phone  
505-348-4055 fax

Arizona  
California  
Colorado  
Kansas  
Missouri  
Nebraska  
New Mexico  
Oklahoma  
Texas  
Utah

13 March 2018

Ms. Kathy Lamb  
City of Aztec City Hall  
201 W. Chaco St.  
Aztec, NM 87410

Re: **Professional Services – Additional Fee Request for Construction Management Services for Aztec Arterial Relief Route Phase IB NMDOT CN F100090.**

Dear Kathy:

Per your direction at our meeting of February 1, 2018 we have the following request;

**A. Aztec Relief Route.**

In review of our Contracts we find no specific task for the bidding/procurement process for the project. With that, as you recall the project was initially advertised to bid, we received one responsive bidder which was extremely high so we rejected the bid and went back to the drawing board. In review of the bid it was determined that a Project Cost Savings may be realized by having the City of Aztec provide a Borrow source for the embankment required for the project .

As a result we developed in conjunction with the City of Aztec a request for proposal (RFP) for the City to procure/obtain the borrow. We were involved in developing the RFP for this effort, which required specifications, and the required clearances to meet the Federal and NMDOT processes. We worked with Lawrence Lopez at NMDOT for the concurrence to proceed in this manner. The proposal was accepted and we moved forward with the Procurement. Two bids were received, and an award was made by the City of Aztec. The rebid of the Relief Route moved forward.

As a result, the second bid for the East Aztec Arterial project was accepted and the project moved forward. The cost incurred by Wilson and Company is as follows for these efforts:

PERSONNEL	HOURS	BILLING RATE \$/Hr.	COST
C Perea	42	\$124.00	\$5,208.00
R Garcia	52	\$124.00	\$6,448.00
N Bennett	22	\$54.00	\$1,188.00
R Collins	24	\$82.00	\$1,968.00
Total			\$14,812.00

Note: There were the hours charged to the job from the Original Authorization to Advertise as approved by NMDOT dated 01/12/15 and the Pre-Construction Meeting held on 8/24/15 see attached Project Detail.

In the original scope of work we allocated \$15,000 for the IA Testing for the Project. This item was less than the budgeted amount by \$3,800.20 for a total spent amount of \$11,199.80. In addition we agreed that we would not charge mileage to and from Albuquerque; however, we could charge local mileage when we were on the job. This was a good arrangement for the project as Randy Collins and Tim Martinez are residents of Aztec. In total we spent \$7,172.69 in mileage for Randy and Tim; see attached project detail. If we subtract the \$3,800.20 allocated for Western Technologies, the additional amount is \$3,372.49.

The last remaining item is the QA and IA testing and the associated Audits. In our original proposal we developed a spreadsheet with all the required tests for QA and IA testing; see attached original spreadsheet and final populated spreadsheet. This was the basis for ensuring we met the minimum requirements, and were tracked and met. In the course of the project as work was completed and items were tested we tracked the progress on the spread sheet and Randy transmitted tests to the City.

The inability of NMDOT audit personnel and the constant change in personnel as discussed made this task impossible. We would transmit packages with no responses and when we did get a response, the excuse was that it was lost, or it does not make sense or we have questions. The audit personnel did not follow up with questions, did not provide input and in fact probably never looked at the information supplied. This is not an issue of Wilson and Company procedures and process, this is an issue of the oversight fiscal agent not doing their part.

This was compounded through the project as there was never any useful or meaningful discussions, or audits in which milestones and objectives were met and no decisions were made. I can point out directly to the reimbursement packages sent to the NMDOT after they were signed by the City for reimbursement, which we compiled together with the prime Construction Contractor. The NMDOT did not act on any reimbursement requests until Months after the fact, and at that point, when they did, there were issues that were brought up with each reimbursement package which had a compounding impact to the subsequent reimbursement submittal, which required correction, and time and effort. Again, Wilson and Company had no control over this, until reviews were completed by NMDOT.

In the final audit this exploded and the discussion was heated and argumentative which again lead to no decisions being made and acceptance of completed work and tests. It was not until we received the letter from NMDOT dated 12/11/17 that the NMDOT even acknowledged the project since the audit dated 03/16/17, and subsequently to receive a letter of that nature stating that there were no tests done on the project and that Wilson and Company was incompetent is quite insulting. Mr. William Montoya of the NMDOT, thru Patricia Bolliger, CLE of the NMDOT, requested various portions of the testing completed for the project, after the March 2017 audit, and these were provided last April 2017, thru various submittals.



After these were provided, no action, questions/ comments of the project were made until receipt of the 12/11/17 letter.

At that point we repackaged all of the required tests in a paint by the number format in an effort to spoon feed the NMDOT and get the project closed out. For this effort we request \$15,000.

The total amount of this request is \$33,184.49

The additional work identified above was an effort to assure that the City of Aztec received their full reimbursement from NMDOT, was not overpaying the Construction Contractor, and assure that quantities were quantifiable during an audit by the project Funding source(s).

If you have any questions or comments please don't hesitate to call 505-400-0507.

**WILSON & COMPANY**

A handwritten signature in cursive script, appearing to read "Chris Perea".

Chris Perea, P.E.  
Operation Manager

February 19, 2018

Kathy Lamb  
Finance Director  
**City of Aztec**  
201 West Chaco  
Aztec, NM 87410**RE: Aztec Arterial Route, Phase 2 –Additional Service**

Kathy:

Wilson & Company and our sub-contractors continue to work through the challenges to get the Aztec Arterial Route Phase 2 final design complete along with the NMDOT required certifications. In performing these tasks this project has required significantly more time and effort than originally documented for both Wilson & Company, SME and their subcontractors.

The additional efforts for Wilson &amp; Company include:

1. Additions to Task #3
  - a. Additional services for revisions to the construction documents to meet the most recent NMDOT requirements and revisions to the construction documents including:
    - i. special provisions for the landfill how to handle the materials which included coordinating with City of Aztec, Souder Miller Associates, SME, NMED Solid Waste Bureau, BLM and NMDOT Environmental Section; writing new specification for waste removal
    - ii. special provisions for specific fencing requirements and coordinate with BLM and NMDOT for special fence design
    - iii. Significant rewriting of the contract documents to incorporate the latest state and federal requirements. The state no longer provides these in an editable format. We are required to understand the changes and develop the new documents.
    - iv. Revisions to the plan and profiles and structure sections
      1. Adjust vertical alignment to minimize the earthwork and maintain a balance of cut vs fill to provide an efficient design for the City due to changes in right of way width and accommodating landfill. Changes to all cross sections
      2. Adjust all sections through the landfill to accommodate retaining walls
      3. Adjust horizontal alignment to accommodate trail and drainage per new NMDOT design standards
      4. Add ADA rest areas to trail per new federal requirements
      5. Evaluate Rock excavation per new report, modify cross sections and quantities and incorporate tables into plans.
      6. Add utility sheets
      7. Removing all Phase 1A overlay, signing, striping, fencing sheets.
  - b. Retaining Wall
    - i. Provided significant design elements originally scoped to be performed by the wall builder. NMDOT required the MSE walls to be detailed above and beyond



- our scope of work revised design to minimize cost of grading and eliminate wall barriers where possible. Changed between 2 lane and 4 lane options.
- c. Traffic Control
    - i. Added several sheets and significant detail beyond our scope. The original scope was one sheet blocking entrance to the road since this is a new road. Through comments several sheets and details have now been added.
  - d. Erosion Control Plans
    - i. Significant efforts to revise all sheets to update per new standards
  - e. Fencing
    - i. Addition of several sheets including special fence details and cattle guard crossing details to accommodate BLM requirements
  - f. Overall the project scope has grown from approximately \$12 million to over \$17 million (Phase 1a – \$1.5, Phase 1B – \$3.8 and Phase 2 – 11.8), The project has extended over 10 years and the efforts to continue to move the project forward and accommodate the growth in the project have been significant. The Aztec Arterial project was originally scoped out as one project. The project was divided into 3 significant projects with the last two requiring significant additional efforts to get the project certifications approved. For comparison a standard fee curve would show the design of this project in the 1.2-1.5 million dollar range. Wilson & Company to date total design contract is approximately 950k. We request additional services shown below.

Revised Construction documents .....	\$107,863.00
Retaining Wall Design .....	\$11,264.00
Project Manager/Engineer of Record .....	\$3,008.00
<b>Request for task #3 .....</b>	<b>\$122,135.00</b>



- 2. Additions to Task #4
    - a. We are requesting additional fees for Efforts required to continue to track and complete the project certifications. .  
**Request for task #4.....\$3,500.00**
  
  - 3. Additions to Task #5
    - a. We are requesting additional fees for attending additional progress meetings. These include preparation of agendas and minutes and other documentation required. additional plan reviews. Biweekly meetings held from May of 2016 through December of 2017 plus 60 %, 2-90% and additional pre PSE 95% meeting  
**Request for task #5.....\$9,527.00**
  
  - 4. Additions to Task #7
    - a. We currently request additional budget to cover costs as a result of work requested that was outside of defined scopes.  
 Out of Scope Work.....\$9,324.00  
 Final edits.....\$500.00  
**Request for task #7.....\$9,824.00**
- Total Phase Aztec Arterial Route, Phase 2 –Additional Service  
 Additional.....\$144,986.00**

Thank you for the opportunity to submit this request for additional services required to complete the Aztec Arterial Route Phase 2 project. Should you require further information, please do not hesitate to contact me at 505-948-5121.

Sincerely,  
Wilson & Company, Inc.,  
Engineers & Architects

Brigitte Fuller, PE  
Operations Manager

[Brigitte.Fuller@wilsonco.com](mailto:Brigitte.Fuller@wilsonco.com)

cc: Kathy Lamb, City of Aztec Finance Director  
Daniel Aguirre, Wilson & Company



IN WITNESS WHEREOF, the parties hereto have executed this Additional Service Agreement, the day and year below.

Owner: City of Aztec, NM

By:

\_\_\_\_\_ Date: \_\_\_\_\_

Engineer: Wilson & Company, Inc., Engineers & Architects

By: Brigitte Fuller, PE Operations Manager

Brigitte Fuller Date: 6/29/2016



May 4, 2017

Mr. Daniel Aguirre  
Sr. Vice President, Board of Directors  
Wilson & Company, Inc., Engineers & Architects  
4900 Lang Ave, NE  
Albuquerque, NM 87109

***RE: Request for additional budget for Phase 2 of the Aztec East Arterial.***

Dear Mr. Aguirre:

SME has been in contact with Wilson since March 2017 with regard to SME's budget for the Aztec East Arterial Phase 2. SME has been tracking the budget approved in June 2016, and sending monthly updates of our tracking to Wilson since June 2016. In March 2017, Wilson (B. Fuller) notified SME that we had billed over what was approved. This came as a surprise to SME as the budget tracking showed we were well within budget. After doing some research, it was clear to SME that the June 2016 budget did not include a portion of funding that SME expressly requested in the cover letter provided to Wilson on June 21, 2016, and as was discussed with the City of Aztec just prior to drafting that letter. As explained in the letter, we were requesting that previous cost overruns (\$8,492.17) that we had billed for, but not been compensated for be settled and that the additional budget of \$30,718 be approved (fyi, the original budget was \$33,324). The letter explained in detail how the cost overruns were a result of work outside of the original scope. When the June 2016 additional budget was approved, SME was under the assumption that the back payments received were covered by the request for \$8,492.17 and not the \$30,718 additional. Unfortunately, we were not aware that this was not the case until March 2017.

SME also approached Wilson in February 2017 for additional budget for work performed out of the original scope and the approved June 2016 scope. The majority of this request was for SHPO consultation in compliance with Section 106 of the National Historic Preservation Act. We currently request additional budget to cover costs incurred in since 2014 as a result of work requested that was outside of defined scopes. The request is summarized as follows:

***Public Participation Prior to June 21, 2016***

***\$935***

SME consulted the NMDOT Environmental Section (Gwyneth Duncan) when we prepared the cost estimate used to negotiate our contract in 2014. At that time, we were told that the process for Phase 2 would be nearly identical to that of Phase 1B, and we reviewed the tasks with Gwyneth. Gwyneth did not express a need for public participation, there was no public participation specific to the Phase 1B, and we expressly excluded public participation from our 2014 estimate (pg. 5 *Assumptions* "SME will not be requested to scope, provide public notice, prepare for, attend, report on, or in any other way provide resources with respect to any public meetings or any other public participation."). Prior to June 21, 2016, SME drafted scoping letters, provided maps, consulted with BLM and the City, and mailed letters to approximately 250 recipients. This was not covered in any contract and we request payment for these services.

**NHPA Section 106 SHPO Consultation****\$1,512**

The June 2016 additional budget covered all cultural resource work that was anticipated for the entire project. It was SME's understanding at the time that NMDOT would be conducting SHPO consultation based on previous comments from NMDOT personnel during project meetings. Attached are copies of emails from NMDOT dated 4/21/16 and 11/15/16 from NMDOT and BLM that confirm this. In addition, the project meeting minutes provided by Wilson from 4/27/16 through to 4/12/17 include the statement "NMDOT/FHWA will initiate SHPO consultation". The June 21, 2016 SME request for additional budget expressly stated that "NMDOT is to conduct SHPO consultation" (Task 16). On or about December 2016, NMDOT's Brian Cribbin informed SME that the City was responsible for SHPO consultation. This is corroborated by the attached email dated 1/04/17. In order to avoid project delays, SME and their sub-consultant prepared and submitted the SHPO consultation package of nearly 500 pages and uploading data to a state database (ARMS). This was not covered in our contract and we request payment for these services.

**Preliminary Site Investigation for NMDOT EGS****\$6,877**

SME's original 2014 cost estimate expressly stated the scope of services for this task (pg. 5 *Assumptions* "NMDOT will require a Phase 1 ISA [Initial Site Assessment] per ASTM Standard E1527-05"). Our original estimate on this task was \$4,795 based on the work we had done to date for the Phase 1B ISA Determination for NMDOT EGS which included the southern landfill area, and our firms experience preparing Phase I ISAs per the universally accepted ASTM Standard E1527-05. When we made our estimate, we thought we had a good understanding of what was in the ROW and what NMDOT EGS was going to require based on our previous experience in the Phase 1B and consultation with the City with respect to the history of dumping in the area. As we got in to developing the actual PSI and communicating with Audrey Moore, our scope slowly began to grow. Of note, we were asked by EGS to define risks in the PSI (the subject of Phase II investigations under ASTM standards, Phase II work was contracted to Souder-Miller and Associates). Standard Phase I investigations only identify conditions which may be potential risks. The NMDOT request facilitated creation of a document that is considerably more detailed than a standard Phase I document. Also greatly increasing the cost of the investigation was the amount of research that went into identifying the history of the landfills in the original 450' wide ROW. NMDOT EGS asked that we identify who is liable for the wastes in the ROW, and in order to do so, we needed to document what parties were involved in the landfills. Locating this information was difficult due to the age of the records, and the more we searched, the more we found. Documenting this research also increased the scope of the PSI documentation. Completing this task ultimately cost \$19,333. We are requesting that Wilson provide compensation for the portion of these costs that were not already compensated for under existing budgets.

In total, SME requests **\$9,324** additional budget to cover billed and un-billed costs incurred to date. With the submittal of the FOSNI Re-evaluation to NMDOT on May 3, 2017, SME considers our tasks as contracted to have been completed. Any minor edits to the FOSNI Re-evaluation will be covered by SME. If there are any changes to the project or estimated costs that require revision of the FOSNI Re-evaluation, SME would require additional budget. At this time, SME does not anticipate the need for additional budget beyond what is requested herein. Please contact me at (970) 259-9595 if you have any questions or require additional information.

Best regards,

SME Environmental, Inc.

Sean Moore  
Principal

Encls.

# Staff Summary Report

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**MEETING DATE:** April 10, 2018  
**AGENDA ITEM:** XII. BUSINESS AGENDA (C)  
**AGENDA TITLE:** RFP 2015-0444 Wilson & Company Construction Management Services Agreement, Aztec Municipal Airport, Amendment

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**ACTION REQUESTED BY:** Wilson & Company  
**ACTION REQUESTED:** Approval of Wilson & Company Aztec Municipal Airport Construction Services Agreement Amendment  
**SUMMARY BY:** Kathy Lamb

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## **PROJECT DESCRIPTION / FACTS**

FAA – Federal Aviation Administration

In 2014, Wilson & Company was awarded a multi-year blanket construction services contract for construction projects which would require services beyond the resources of city staff. One of those projects is the construction management of the Aztec Municipal Airport Tarmac project.

During the construction of the Airport tarmac project unsuitable soils were encountered on the site. There was additional time expended to identify an engineering solution, process change order and increased oversight to ensure work was completed to FAA standards. The original scope of work, which the City agreed, was for part-time construction management. However, during the construction period, full time oversight was required. The amount requested is \$16,540.00

This request represents an increase of 65% of the original agreement. Total construction management costs (including this request) are 6% of the total construction costs.

## **PROCUREMENT / PURCHASING**

- RFP 2015-0444 was awarded to Wilson and Company in November 2014 and was a project agreement, meaning fees were negotiated based on a specific project which required external construction management.
- City Manager Ray approved the Airport Tarmac construction management in June 2016 in the amount of \$25,312. This is the only amendment Wilson & Co has requested on this project.

## **FISCAL INPUT / FINANCE DEPARTMENT**

- The FY18 Adopted Annual Budget, Airport Fund, does not include sufficient budgeted funds for this request and will be processed through General Fund Contingency Funds, balance \$20,520

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**SUPPORT DOCUMENTS:** Wilson & Company Request Aztec Municipal Airport

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve Wilson and Company request for amendment of construction management fees for Aztec Municipal Airport.



Arizona  
California  
Colorado  
Kansas  
Missouri  
Nebraska  
New Mexico  
Oklahoma  
Texas  
Utah

5 October 2017

Mr. William Watson, P.E.  
City Engineer  
City of Aztec  
610 Western Dr.  
Aztec, NM 87410

Re: **Professional Services – Additional Fee Request for Construction Management Services for Aztec Airport Terminal Apron AIP #3-35-0056-004-2016.**

Dear Bill:

Per our meeting this week and discussion we have prepared a proposal for additional services. The reason for this request was the additional time required due to unsuitable soils that required removal, replacement and stabilization. Our original fee was based on ten hours a week. The following is a breakdown of the proposed scope and fees:

**A. Addition Observation time and coordination for the replacement of unsuitable materials. Time and Materials - \$16,540.00 see attached breakdown.**

If you have any questions or comments please don't hesitate to call 505-400-0507.

**WILSON & COMPANY**

A handwritten signature in blue ink, appearing to read "Chris Perea".

Chris Perea, P.E.  
Operation Manager

Exhibit 1

Construction Management Proposal Aztec Tarmac Project						
Prepared for City of Aztec						
Description/Personnel	C Perea		Observer	Admin	R Garcia	CADD
Rate \$\$/hr	\$125.00		\$82.00	\$62.00	\$125.00	\$86.00
<b>Project Start-Up</b>						
File Set Up						
Testing Requirement Set Up						
Team Roles and Responsibility						
Pre Construction Meeting						
<b>Project Observation &amp; Management</b>						
Project Observation: Regular Time at 10 hrs/week for 115 days (includes density testing)			150			
Project Management (Progress Meetings, RFI, Submittals, Change Order Review/Approval, Testing Credits Review/Certification)	20			10		
Documentation Review, File Management	4			10		
Pay Applications, Change Orders, Requests for Reimbursements 10 hrs/Month for 115 days (3 months)						
DBE, EEO, Monthly Audits, Paperwork Corrections 8 hrs/Month for 115 days (3 months)						
<b>Project Close-Out</b>						
Substantial Completion (15 cons. Days)						
Punch List Final Review/Certification						
Close Out Package						
Certification/Paperwork						
Final Reimbursement Paperwork/Certifications						
As Builts Certification						
<b>Total Man Hours</b>	24		150	20	0	0
<b>Unit Cost</b>	\$3,000.00		\$12,300.00	\$1,240.00	\$0.00	\$0.00
<b>Total Labor Cost</b>						<b>\$16,540.00</b>
Local Mileage 35/day; \$0.56/mile, 60 trips						
<b>Total Expenses</b>						<b>\$0.00</b>
Proposed Project Cost w/o NMGRT						\$16,540.00