

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1

Christopher R. Mills – District 2

Larron B. Fields – District 3

Joseph D. Calderón – District 4

Dwayne Penick – District 5

Don R. Gerth – District 6

City Manager

Manny Gomez

August 1, 2022



Hobbs City Commission
Regular Meeting
City Hall, City Commission Chamber
200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, August 1, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderón
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

This meeting is open to the public to attend. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on August 1, 2022, addressed to the Deputy City Clerk by email at mmaldonado@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
Available via Livestream at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the July 18, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

PUBLIC COMMENTS *(Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)*

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the Deputy City Clerk at mmaldonado@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, August 1, 2022.

CONSENT AGENDA *(The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)*

2. Resolution No. 7231 – Authorizing an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments for FY 22-23 *(Mayor Sam Cobb)*

DISCUSSION

None

ACTION ITEMS *(Ordinances, Resolutions, Public Hearings)*

3. **FINAL ADOPTION:** Ordinance No. 1143 - Consenting to the 7773 Annexation of a Tract of Land Located in Section 16, Township 18 South, Range 38 East (Located Southwest of the Intersection of Millen Drive and Ja-Rob Lane) *(Kevin Robinson, Planning Director)*
4. **FINAL ADOPTION:** Ordinance No. 1144 - Consenting to the Torres Annexation of a Tract of Land Located in Section 10, Township 18 South, Range 38 East (Located Southeast of the Intersection of Alegre Drive and Grimes Street) *(Kevin Robinson, Planning Director)*
5. **PUBLICATION:** Proposed Ordinance Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Comprised of the Replat of Lots 13 and 14 of the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the Purchase Price of \$450,000.00 *(Todd Randall, City Engineer)*
6. Consideration of Approval to Purchase a Cyber Recovery Solution for the I.T. Department from Dell Technologies in the Amount of \$346,078.35 Utilizing State Contract Pricing *(Christa Belyeu, Acting I.T. Director)*

7. Consideration of Approval to Purchase a 200 HP VFD for the Jefferson Booster Pump Station from Eaton Corporation in the Amount of \$84,328.07 Utilizing State Contract Pricing (*Tim Woomer, Utilities Director*)
8. Resolution No. 7232 – Authorizing a Contract with the Non-Metro Area Agency on Aging for the City of Hobbs Senior Center (*Doug McDaniel, Recreation Director, and Angela Courter, Senior Affairs Coordinator*)
9. Resolution No. 7233 – Authorizing the Renewal and Second Contractual Amendment of the Professional Services Agreement with Life Skills Fore Youth of the Pecos (*Doug McDaniel, Recreation Director*)
10. Resolution No. 7234 – Authorizing the Renewal and First Contractual Amendment of the Professional Services Agreement with the Boys and Girls Club of Hobbs (*Doug McDaniel, Recreation Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

11. Next Meeting Date:

- City Commission Regular Meetings:
 - ***Monday, August 15, 2022, at 6:00 p.m.***

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of July 18, 2022

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____	Continued To: _____
Ordinance No. _____	Referred To: _____
Approved _____	Denied _____
Other _____	File No. _____

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 18, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone to the meeting. The City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner R. Finn Smith
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Absent: Commissioner Christopher Mills

Also present: Manny Gomez, City Manager
Efren Cortez, City Attorney
Rocio Ocano, Assistant City Attorney
August Fons, Police Chief
Barry Young, Fire Chief
Kevin Shearer, Battalion Chief
Toby Spears, Finance Director
Deb Corral, Assistant Finance Director
Todd Randall, City Engineer
Kevin Robinson, Development Director
Nicholas Goulet, Human Resources Director
Jessica Silva, Code Enforcement Supt.
Bobby Arther, Municipal Judge
Meghan Mooney, Communications Director
Jarred De La Cruz, Marketing Coordinator
Shelia Baker, General Services Director
Doug McDaniel, Recreation Director
Matt Hughes, Rockwind Community Links Superintendent
Tim Woomer, Utilities Director
Bryan Wagner, Parks and Open Spaces Director
Wade Whitehead, Parks and Open Spaces Superintendent
Ron Roberts, Information Technology Director
Christa Belyeu, Assistant Information Technology Director
Sandy Farrell, Library Director
Kristen Salas, Clerk Record Specialist
Jan Fletcher, City Clerk
12 citizens

Invocation and Pledge of Allegiance

Commissioner Penick delivered the invocation and Commissioner Fields led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of July 6, 2022, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the month of July as "*Parks and Recreation Month*". He presented the proclamation to Mr. Bryan Wagner, Parks and Open Spaces Director, Mr. Doug McDaniel, Recreation Director, and Mr. Wade Whitehead, Parks and Open Spaces Superintendent.

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the Month of July, 2022.

- 5 years – Maria Ramon, Library
- 5 years – Jordan Headley, Hobbs Fire Department
- 5 years – Zane Wiseman, Hobbs Police Department
- 5 years – Rebeca Lewis, Hobbs Fire Department
- 5 years – Daniela Silva, Parks Department
- 10 years – Jennifer Hernandez, Water Office
- 20 years – Leonard Trevino, Parks Department
- 25 years – Placido Ramirez, Parks Department

Mr. Gomez reviewed highlights about each employee and thanked the Mayor and Commission for the opportunity to recognize employees which are the City's most importance resource. Mr. Gomez expressed gratitude to each employee and also thanked the employees' families for their contribution to the organization.

Public Comments

Mayor Cobb stated due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, July 18, 2022.

Ms. Uganda Richardson introduced herself and stated she had met with Commissioner Smith and Mr. Gomez prior to the Commission meeting regarding some of her concerns. She stated she is new to the community and wants to get involved.

Mr. Landon Stallings addressed several concerns to the Commission regarding an incident which occurred on the patio at Rockwind Community Golf Links on May 21, 2022. He stated no law enforcement action has been taken on this incident.

Consent Agenda

Mayor Cobb explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

Commissioner Calderón moved for approval of the following Consent Agenda items:

Resolution No. 7221 – Supporting Installation of a Surrender Safety Device at a City of Hobbs’ Safe Haven Site and Authorizing the City to Seek Funding for the Installation and Maintenance of the Surrender Safety Device

Resolution No. 7222 – Approving the FY 2022 DFA 4th Quarter Financial Report

Resolution No. 7223 – Approving the FY 2022 DFA 4th Quarter Financial Report for Lodgers’ Tax

Resolution No. 7224 – Rescinding Condemnation Designation of Property at 118 North Jefferson which has Previously Been Determined to be Ruined, Damaged, Dilapidated and a Menace to Public Comfort, Health and Safety

Resolution No. 7225 – Authorizing Removal of Uncollectible Utility Accounts Receivable in the Amount of \$18,819.90 for the Period of June 2017 through June 2018

Consideration of Approval Authorizing the Hobbs Police Department to Enter Into a Memorandum of Understanding with the Lea County Sheriff’s Office to Share in Grant Funding from the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Resolution No. 7226 - Amending the City of Hobbs 401(A) Plan with DST Retirement Solutions, LLC

There being no discussion, Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Discussion

None.

Action Items

Resolution No. 7227 – Adopting the FY 22-23 Final Budget

Ms. Deb Corral, Assistant Finance Director, stated the preliminary FY 22-23 budget for the City of Hobbs was approved on May 16, 2022. She explained the details of the proposed final budget which incorporates the ending cash balance as of June 30, 2022, as the beginning balance of the FY 23 Budget. This budget also incorporates carryover items budgeted in FY 21-22 that were not completed along with new requests. She stated adjustments to transfers have been made to meet State of New Mexico fund balance requirements, while maximizing the cash balance in the General Fund. Ms. Corral stated the City's beginning cash balance is \$142,354,701.14 with total revenue projected to be \$117,679,674.25 and total expenditures projected to be \$178,949,932.96 leaving a projected ending balance of \$81,084,442.43 which is a reserve amount of 43%.

There being no discussion, Commissioner Penick moved that Resolution No. 7227 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7228 – Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 23

Mr. Toby Spears, Finance Director, stated the Lodgers' Tax Board met on July 13, 2023, to review funding requests for various events for FY 23. The Board awarded requests that were less than \$10,000.00 and recommended the City Commission consider larger requests for entities as follows:

Hobbs USSSA - 3 Tournaments	\$10,000.00
Permian Basin USSSA - 2 tournaments	\$18,000.00
Southwest Symphony	\$12,127.38
Hobbs Airfield Speedway - 4 events	\$16,730.00
NAACP - New Mexico State Conference	\$15,498.75
City of Hobbs - Rockwind Community Links Marketing	\$64,650.00
City of Hobbs - NMRPA State Conference	\$49,995.00
City of Hobbs - CORE Marketing	\$99,650.00

Mr. Spears stated \$1,086,935.58 is available for allocation and the lodgers' tax revenue for FY 23 is projected to be \$900,000.00 to \$1.1 million. He stated there are ample funds available for the requests being considered by the Commission.

Mr. Joe Cotton attended the meeting via telephone and stated the NAACP is excited at the opportunity to be hosting the NAACP State Conference in Hobbs.

Mr. Jamal Awwad of the Hobbs Airfield Speedway was also present at the meeting.

There being no further discussion, Commissioner Fields moved to approve Resolution No. 7228 in the amounts recommended. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7229 – Approving the FY 2024-2028 Infrastructure Capital Improvements Plan (ICIP)

Mr. Todd Randall, City Engineer, explained the resolution and stated the FY 2024-2028 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved by the City of Hobbs Planning Board. The Hobbs Planning Board determined the Top 10 ICIP recommendations as follows:

1. Sewer Main Replacement
2. Drainage Master Plan & Improvements
3. Joe Harvey Blvd. Improvements
4. Street Improvements/Resurfacing
5. West College Lane Realignment
6. Public Facility Roof Reconstruction
7. Fire/Police Training Facility
8. Municipal Facility Security Improvements
9. HPD Body Camera System
10. West Bender Widening Project & Drainage

Mr. Randall stated the City Commission was requested to individually rank the ICIP projects to establish the Top 5 Projects. Each Commissioner was requested to assign a ranking to each project as recommended by the Planning Board of 1 through 10 with 1 being the most important project for the community. The results were tallied by staff and Mr. Randall stated the Top 4 projects are clear but there is a tie for the fifth project. A brief discussion was held on the overall purpose of the ICIP Project List and the City is not precluded from funding for other projects on the list.

In response to Mayor Cobb's question, Ms. Baker stated three roofs are currently being designed but there are no critical issues pending at this time.

Mr. Gomez stated the price tag for the Hobbs Police Body Camera System is \$3,000,000.00 and the City will be purchasing the cameras soon. He stated the City is looking for a funding source at this time.

Commissioner Fields stated Body Cameras are important for HPD and to help the City prevent lawsuits. He stated the area of Skelly and Midwest has been approved for CDBG Funds but this area has a flooding issue and it would not be wise to spend a large amount of money on sidewalks without first repairing the flooding issue.

Mr. Randall stated the design will address the drainage problem. He stated the City is unable to change the topography but it can increase the size of the inlets and raise the roadway to assist with the problem.

Mayor Cobb reminded the Commission that the CDBG funding cycle is a competitive process against other municipalities.

In reply to Commissioner Gerth's question, Mr. Randall stated he would get a history of the past funded Legislative projects. Mr. Randall stated equipment purchases seem to work well as Legislative projects.

Due to the tie, Mayor Cobb recommended that the fifth project on the City's ranked list should be the HPD Body Camera System. The Top 5 Projects would be approved by the Commission as follows:

1. Sewer Main Replacement
2. Street Improvements/Resurfacing
3. Drainage Master Plan and Improvements
4. Joe Harvey Boulevard Improvements
5. HPD Body Camera System

Mr. Randall stated the results determining the Top 5 Projects by the Commission will be uploaded to the New Mexico Department of Finance and Administration (NMDFA) dashboard. He explained the deadline is August and is earlier than the usual September deadline.

There being no further brief discussion, Commissioner Calderón moved that Resolution No. 7229 be adopted with the Top 5 Projects as recommended by the Mayor. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7230 – Authorizing the Mayor to Execute an Extension of the Agreement with S & H Enterprises, Inc., to Supply Industrial Process Water

Ms. Rocio Ocano, Assistant City Attorney, stated the City entered into an Agreement with S & H Enterprises, Inc., on July 23, 1992, to purchase industrial process water from wastewater discharge from the City's Industrial Water Treatment Plant. The Agreement is set to expire on July 23, 2022, and the parties are currently negotiating a new Agreement. The parties are seeking a 60-day extension of the current Agreement to provide continuity

of service while the parties secure a new Agreement. S & H Enterprises will continue to pay the contract sum of \$1,500.00 per month during the term of the extension which will expire on November 22, 2022.

In response to Commissioner Penick's question, Ms. Ocano stated she had no knowledge whether a study had been conducted to determine the fair market value of the water.

In further response to Commissioner Penick's question, Mr. Tim Woomer, Utilities Director, stated a study had been conducted several years ago and the fair market value was \$.78 per 1,000 gallons. It is anticipated the current cost would be somewhere between \$1.00 and \$1.50 per 1,000 gallons. Mr. Woomer stated the Cemetery, Martin Luther King Soccerplex and Rockwind Community Links are currently paying \$1.00 per 1,000 gallons.

Mayor Cobb stated the item will come back to the Commission after an amicable agreement has been negotiated between the parties.

There being no further discussion, Commissioner Fields moved that Resolution No. 7230 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Gomez recognized Mr. Ron Roberts, I. T. Director, on his retirement after 26 years of employment with the City of Hobbs. Mr. Gomez introduced Mr. Roberts' wife, Ms. Cindy Roberts. Mr. Gomez reviewed Mr. Roberts' accomplishments over the years and stated he was promoted to the position of I.T. Director in October of 2002 where he managed the budget, evaluations, and operations of the personnel in charge of networking, security, computer servers, radio, hardware and software maintenance, and web page design. Mr. Gomez presented a retirement plaque to Mr. Roberts in appreciation for his dedicated years of service. He thanked Ron for his years of service and wished him well in his retirement.

Commissioner Gerth stated the ICIP process leaves a bitter taste in his mouth every year. He stated the City forwards so much tax money to the State but yet gets very little in return, if any, for capital projects. He commented that Albuquerque gets all of the funding for projects and the City of Hobbs gets passed over.

Commissioner Fields agreed with Commissioner Gerth on the ICIP funding.

Commissioner Fields stated he was very disturbed with the report about the incident at Rockwind Community Golf Links. He stated he does care and while he is not sure on all of the incident details, he does hope this citizen gets the answers he deserves.

Commissioner Fields stated he appreciates Code Enforcement, Capt. Shane Blevins and Ms. Jessica Silva, for their hard work.

Commissioner Fields also expressed appreciation to Mr. Bryan Wagner and Mr. Matt Hughes for their planning work on the Charlie Brown Park Project.

Commissioner Calderón stated he does hope the citizen involved in the incident at Rockwind Community Links does get some answers related to that incident.

Commissioner Penick agreed and stated this individual does deserve some answers.

Commissioner Penick applauded the efforts of Mr. Bryan Wagner, Parks and Open Spaces Director, who was observed out picking up trash and working on a recent Sunday. He expressed disappointment with the amount of trash along the City's main arterial roadways and that businesses have weeds on their properties. He stated there is definitely a lack of pride in the community.

Commissioner Smith stated he was terribly hurt by the incident and comments as stated by Mr. Landon Stallings. He would like the City to get to the bottom of the situation.

Mayor Cobb wished congratulations to Mr. and Mrs. Ron Roberts for a happy and fulfilling retirement.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:10 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: Resolution Authorizing the Mayor to Execute an Agreement with the Southeastern New Mexico Development District/Council of Governments for FY 22-23

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

This resolution authorizes an Agreement with the Southeastern New Mexico Development District/Council of Governments (COG) for FY 22-23. The COG is the regional council of the designated planning and development district representing District 6, consisting of Lincoln, Otero, Chaves, Eddy and Lea Counties. The COG provides planning, technical assistance and capacity building services to local governments in Southeastern New Mexico. The COG also assists in community and economic development, transportation and public works projects. The COG is the officially recognized regional council to receive grant-in-aid from the Secretary of the Department of Finance and Administration, in the event such payments are made. The City of Hobbs' contribution amount to the COG is \$10,237.00.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Funding has been approved in the FY 22-23 preliminary budget 010100-42601.

Attachments:

Resolution and Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the agreement.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 7231

A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF HOBBS
AND THE SOUTHEASTERN NEW MEXICO ECONOMIC
DEVELOPMENT DISTRICT/COG

WHEREAS, the City of Hobbs is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG, and;

WHEREAS, in accordance with Article 58, Section 4-58-1 to 4-58-6 NMSA, 1978, an Agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required.

WHEREAS, it is the desire of the City to continue as an active member of the Southeastern New Mexico Economic Development District/COG; and

WHEREAS, a copy of this Resolution, together with the referenced Agreement, shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/COG; and shall be made a part of the budget documentation of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and is hereby authorized and directed to execute an Agreement with the Southeastern New Mexico Economic Development District, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Hobbs a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 10,237.00 to the District as recognition of active membership.

Entered into this _____ day of _____, 2022, at

ATTEST:

Clerk

ATTEST:

Dora Batista
Dora Batista, Secretary

New Mexico

[Signature]
Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

[Signature]
Mike Gallagher, President



**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

COUNCIL OF GOVERNMENTS

Dora Batista
Executive Director

Invoice

Invoice Date: July 1, 2022

Sam Cobb, Mayor
City of Hobbs
200 E. Broadway
Hobbs, NM 88240-8425

DESCRIPTION

AMOUNT

FY 2022-2023 MEMBER GOVERNMENT CONTRIBUTION

\$10,237.00

RECEIVED

JUL 25 2022

FINANCE DEPT
S. RAULSTON

Total Due \$10,237.00

*Julie
7-25*

- Please make checks payable to Southeastern New Mexico Economic Development District.

Thank You

RECEIVED

JUL 18 2022

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO



**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203

Phone: (575) 624-6131

Fax: (575) 624-6134

www.snmedd.com

Dora Batista
Executive Director

July 1, 2022

Samuel D. Cobb, Mayor
City of Hobbs
200 E. Broadway
Hobbs, NM 88240

RECEIVED

JUL 18 2022

**OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO**

Dear Mayor Cobb:

With regard to your annual membership in the District for the 2022-2023 fiscal year, we have enclosed the following:

- I. AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. 2022-2023 ASSESSMENT SCHEDULE AND BUDGET FOR 2022-2023** enclosed for your information.
- IV. WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

The most recent audit and financial statements are available upon request.

As you know, we are in the process of finalizing the SNMEDD/COG budget for the coming year and your prompt attention is greatly appreciated.

If you have any questions or require further information, please feel free to contact me. Thank you for your support and letting us serve you.

Sincerely,

Dora Batista
Executive Director

Enclosures

APPROVED BUDGET 2022-2023

District Operations

	Jul '22 - Jun 23	Budget
Ordinary Income/Expense		
Income		
Contracts And Fees Income		5,000.00
Fed. Govt.		70,000.00
Grants		130,000.00
Legislative Grant		120,000.00
Interest Income		100.00
Member Dues		102,790.00
Reimbursement Income		500.00
St. Govt. Approp.		99,000.00
Total Income		527,390.00
Gross Profit		527,390.00
Expense		
Advertising		500.00
Audit		17,000.00
Communication		
Pub./Sub.		200.00
telephone / Internet		7,000.00
Total Communication		7,200.00
Contract Services		120,000.00
Equip Lease/Repair		6,000.00
Equip. Purchases		4,000.00
Fringe Benefits		47,000.00
Payroll Taxes and Expense		39,000.00
Program Operations		
Insurance		10,100.00
Meetings and conferences		7,500.00
Memberships		5,000.00
Misc.		2,000.00
Printing and Copying		2,500.00
Pro./Dev.		1,996.36
Reconcile Discrepancies		5.00
Rent/Utilities		11,008.40
Supplies and Postage		10,000.00
Total Program Operations		50,109.76
Salary and Wages		
Total Salary and Wages		216,585.24
Travel		20,000.00
Total Expense		527,395.00
Net Ordinary Income		0.00
Net Income		0.00

Southeastern New Mexico Economic Development District/ Council of Governments

FY 2022-2023 ANNUAL WORK PLAN

State of New Mexico Grant-In-Aid Program

The following are functions, measures, targets and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

Function 1. Submit reports, budgets and planning outcomes to the Local Government Division.

- Task 1.1 Prior to July 1, 2022 submit a Board approved Annual Work and Operations Budget to the Local Government Division.
- Task 1.2 Submit Quarterly Progress Reports and payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter. Quarterly reports must be approved by the Board of Directors prior to submittal. The Annual Report will be submitted following the Annual Meeting in January, 2022.
- Task 1.3 Provide professional development training to staff at least once annually.
- Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors a training or information component to benefit local elected officials such as speakers from relevant agencies.

- Task 1.5 Attend regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able.
- Task 1.6 Attend regularly scheduled Board Meetings, conferences, or webinars sponsored by the Southwest Regional Executive Directors Association and the National Association of Development Organizations (NADO), and New Mexico Association of Regional Councils.

Benefit to New Mexico Citizens: Increased timeliness of reporting activities. Increased capacity of regional planning district. Better coordination between regional and state levels.

Function 2. Community Development Block Grant, Economic Development Public Works Assistance, Colonias Infrastructure Fund and other funding assistance programs—Provide local governments with application and general technical assistance.

- Task 2.1 Inform all members of CDBG, EDA, USDA, CIF and other funding program rule changes and Notifications of Funding Assistance (NOFA) including recover act funds.
- Task 2.2 Prepare and complete funding assistance applications for members upon their request including the conducting of public hearings as may be necessary.
- Task 2.3 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency.
- Task 2.4 Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding.
- Task 2.5 Assist local governments with the seeking of funds for updating comprehensive plans

Benefit to New Mexico Citizens: Better prepared funding assistance applications and presentations. Well implemented and administered project grants.

Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.

- Task 3.1 Sponsor ICIP training session that will be presented to local governments and others by DFA/LGD staff.
- Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP as needed.
- Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP.
- Task 3.4 Encourage submission of ICIP to the State
- Task 3.5 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans.
- Task 3.6 Have staff attend and encourage local government members to attend, the annual New Mexico Infrastructure Finance Conference and other relevant conferences.
- Task 3.7 Conduct regional clearinghouse review, as may be necessary for all applications submitted to funding agencies.

Benefits to New Mexico Citizens: Timely and meaningful local infrastructure planning connected to financing sources.

Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.

- Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance.
- Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding project vetting hearings in each county and allowing municipalities and counties the opportunity

to present potential projects to their legislators. Work with reauthorizations when necessary.

- Task 4.3 Assist with testimony or information as might be required during the legislative session.
- Task 4.4 Prepare a preliminary list of projects submitted by local entities and submit list to local legislators.
- Task 4.5 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming.
- Task 4.6 Work with local elected officials to complete on-going projects in a timely manner or recommend reauthorization, re-appropriation or reversion of grant funds as may be necessary.

Benefit to New Mexico Citizens: Better and more timely use of taxpayer funds to support local infrastructure projects

Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.

- Task 5.1 Coordinate a minimum of one training session in planning, budgeting, finance, auditing and/or administration for District Officials and their staffs.
- Task 5.2 Work with rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule.
- Task 5.3 Engage rural members and non-members requesting assistance in “project prospectus development”, develop, review and vet projects seeking funding sources to meet specific project needs. Assistance may be based on a Board approved fee for service schedule.
- Task 5.4 Offer a training workshop to rural water associations and other non-member organizations in each county on the capital improvement project planning process.

- Task 5.5 Provide opportunities and information for local government staff and/or elected officials to attend capacity building training, workshops and conferences sponsored by state, regional and national planning and development organizations and funding sources.
- Task 5.6 Provide US Census data information and support for the region as the US Census Bureau Affiliate.
- Task 5.7 Provide public relations for the SNMEDD and local governments through continuous media dissemination.
- Task 5.8 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation.
- Task 5.9 Educate and inform the general public, legislative and congressional law makers about the negative impact of regulatory constraints on local economies.

Function 6. Transportation—Provide local governments with assistance to improve the region’s transportation system for the efficient movement of goods, services, and people.

- Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region.
- Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region.
- Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees.
- Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERTPO) and encourage their input in regional transportation planning.

Task 6.5 Maintain and provide the SERTPO regional transportation planning function in concert with the New Mexico Department of Transportation.

Task 6.6 Organize, schedule and host, as necessary, SERTPO Policy Committee and Technical Committee meetings.

Benefit to New Mexico Citizens: Assist in the development of a comprehensive transportation network and infrastructure improvements plan to move people, goods and services efficiently.

Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.

Task 7.1 Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.

Task 7.2 Meet quarterly with the region's five economic development corporation/entities to gather and share information.

Task 7.3 Support the energy industry in the region by attending energy related workshops and meeting quarterly with energy related professionals.

Task 7.4 Support and promote the local agriculture and related value added industries.

Task 7.5 Provide business counseling and training to prospective and existing small business owners through the operation of the Small Business Development Center with Eastern New Mexico University-Roswell.

Benefit to New Mexico Citizens: Develop regional resources to improve and strengthen the existing core for sustainable communities.

Function 8: Provide information; technical assistance and funding opportunities during the COVID 19 pandemic

- Task 8.1 Develop a Regional Economic Recovery Plan funded by EDA Cares Act funds

- Task 8.2 Provide funding opportunities, technical assistance and Stimulus Program information to our Municipalities and Counties

- Task 8.3 Provide funding opportunities, and collaboration with local Main Street Programs; Economic Development Corporations; Chambers Of Commerce for local businesses

- Task 8.4 Work with State and Federal Representatives to bring information; assistance and opportunities to our District that are a result of the COVID pandemic

**Southeastern New Mexico Economic Development District/
Council of Governments**

FY 2022-2023 ANNUAL WORK PLAN

State of New Mexico
Grant-In-Aid Program

The following are functions, measures, targets and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

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ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: 7773 ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST--FIRST READING OF ORDINANCE TO APPROVE THE 7773 ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The 7773 Annexation of a Tract of Land located in Section 16, Township 18 South, Range 38 East contains +/- 8.38 acres and is located southwest of the intersection of Millen and Ja-Rob. The annexation proposal was presented to the Planning Board at the June 27, 2022 meeting. After review the Planning Board recommended approval to the Commission with a 4-0 vote. If the Commission authorized publication of the attached Ordinance on July 5, 2022.

Fiscal Impact: Reviewed By: Finance Department

The positive financial impact of the new development should offset any expenses that the City will incur from the new development being included within the City.

Attachments: Annexation Ordinance; Annexation Plat and Petition.

Legal Review: Approved As To Form: Efrén A. Cortez City Attorney

Recommendation: Staff recommends that the Commission consider approval of the Ordinance of The 7773 Annexation of a Tract of Land located in Section 16, Township 18 South, Range 38 East.

Approved For Submittal By: Kevin Robinson Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No. Continued To:
Ordinance No. Referred To:
Approved Denied
Other File No.

CITY OF HOBBS
ORDINANCE NO. 1143

AN ORDINANCE CONSENTING TO THE 7773 ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD

WHEREAS, the owner(s) of the property have petitioned the City of Hobbs to annex to the City an area in Section 16, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing +/- 8.38 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on June 27, 2022 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

WHEREAS, the City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat attached hereto as Exhibit A, which is incorporated herein, hereby is annexed into the City of Hobbs.

2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PETITION FOR ANNEXATION

COMES NOW, 7773, LLC (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of see deed attached to the City of Hobbs, more particularly described as follows:

REFER TO ATTACHED MAP & DEED

and Petitioner states in support of such Petition, pursuant to Section 3-7-17.1 of the New Mexico Statutes Annotated (1978) that:

- 1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.
- 2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.
- 3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.

Petitioner: 7773, LLC
 By: Gary Collins
 Its: President/Owner

6-15-2022
 Date

20-
2

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
000064819
Book 2173 Page 036
1 of 2
12/09/2020 02:22 PM
BY MARIA COLLINS

Return to **First American Title Insurance Company**
File No. **14411-2545144 CS**

WARRANTY DEED

Del Norte Heights, Inc., a corporation aka Del Norte Heights, Inc., a New Mexico corporation, for consideration paid, grant to 7773, LLC, a New Mexico limited liability company whose address is 2320 N. Kingsley Dr., Hobbs, NM 88240, the following described real estate in Lea County, New Mexico.


**For Surface Title Only:
A tract of land located in Section 16, Township 18 South, Range 38 East, being Tract One (1), of that certain Del Norte Heights, Inc., Summary Land Division Plat filed September 22, 2020, in Book 2, Page 655, Lea County Records, Lea County, New Mexico.**

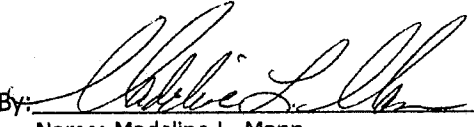
Subject to reservations, severances, restrictions, and easements of record and taxes for the year 2021 and subsequent years.

with warranty covenants.

WITNESS our hands and seal this 8th day of December, 2020.

Del Norte Heights, Inc. , a New Mexico corporation aka Del Norte Heights, Inc., a New Mexico corporation

By: 
Name: Dean Atlee Snyder, III
Title: Vice President

By: 
Name: Madeline L. Mann
Title: Secretary/Treasurer

File No.: 14411-2545144 (CS)
A.P.N.: 40589

Warranty Deed - continued

Representative Capacity

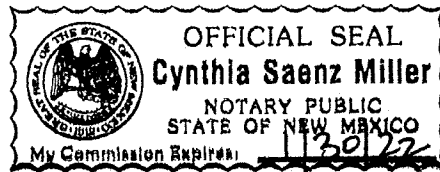
State of New Mexico)
County of Lea)

The Instrument was acknowledged before me on 8th day of December, 2020, by **Dean Atlee Snyder, III** as **Vice President of Del Norte Heights, Inc.,** a corporation aka **Del Norte Heights, Inc.,** a **New Mexico corporation.**

My commission expires:

(Seal)

Notary Public



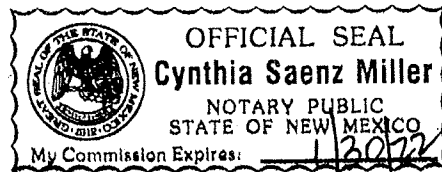
State of New Mexico)
County of Lea)

The Instrument was acknowledged before me on 8th day of December, 2020 by **Madeline L. Mann** as **Secretary/Treasurer of Del Norte Heights, Inc.,** a corporation aka **Del Norte Heights, Inc.,** a **New Mexico corporation.**

My commission expires:

(Seal)

Notary Public



Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
July 10, 2022
and ending with the issue dated
July 10, 2022.



Publisher

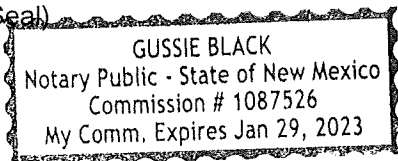
Sworn and subscribed to before me this
10th day of July 2022.



Business Manager

My commission expires
January 29, 2023

(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE July 10, 2022

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 1st day of August, 2022, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance annexing property. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE CONSENTING TO THE 7773 ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner(s) of the property have petitioned the City of Hobbs to annex to the City an area in Section 16, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico, and containing +/- 8.38 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on June 27, 2022 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat on file in the City Clerk's Office, which is incorporated herein, hereby is annexed into the City of Hobbs.
2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

A copy of the ordinance is available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico. The ordinance is also available for viewing online at www.hobbsnm.org.

Due to COVID-19, the meeting is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any persons desire to submit public comment related to this proposed ordinance, please submit written comments by email to fletcher@hobbsnm.org by 4:30 p.m. on August 1, 2022.

/s/Jan Fletcher
Jan Fletcher, City Clerk
#37827

67108146

00268715

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: TORRES ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST--FIRST READING OF ORDINANCE TO APPROVE THE TORRES ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Torres Annexation of a Tract of Land located in Section 10, Township 18 South, Range 38 East contains +/- 5.06 acres and is located southeast of the intersection of Alegre Drive and Grimes Street. The annexation proposal was presented to the Planning Board at the June 22, 2022 meeting. After review the Planning Board recommended approval to the Commission with a 4-0 vote. The Commission authorized publication of the attached Ordinance on July 5, 2022.

Fiscal Impact:

Reviewed By: Finance Department

The positive financial impact of the new development should offset any expenses that the City will incur from the new development being included within the City.

Attachments: Annexation Ordinance; Annexation Plat and Petition.

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the Ordinance of The Torres Annexation of a Tract of Land located in Section 10, Township 18 South, Range 38 East.

Approved For Submittal By:

Kevin Robinson
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. Continued To:
Ordinance No. Referred To:
Approved Denied
Other File No.

CITY OF HOBBS

ORDINANCE NO. 1144

AN ORDINANCE CONSENTING TO THE TORRES ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner(s) of the property have petitioned the City of Hobbs to annex to the City an area in Section 10, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing +/- 5.06 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on June 27, 2022 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

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2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

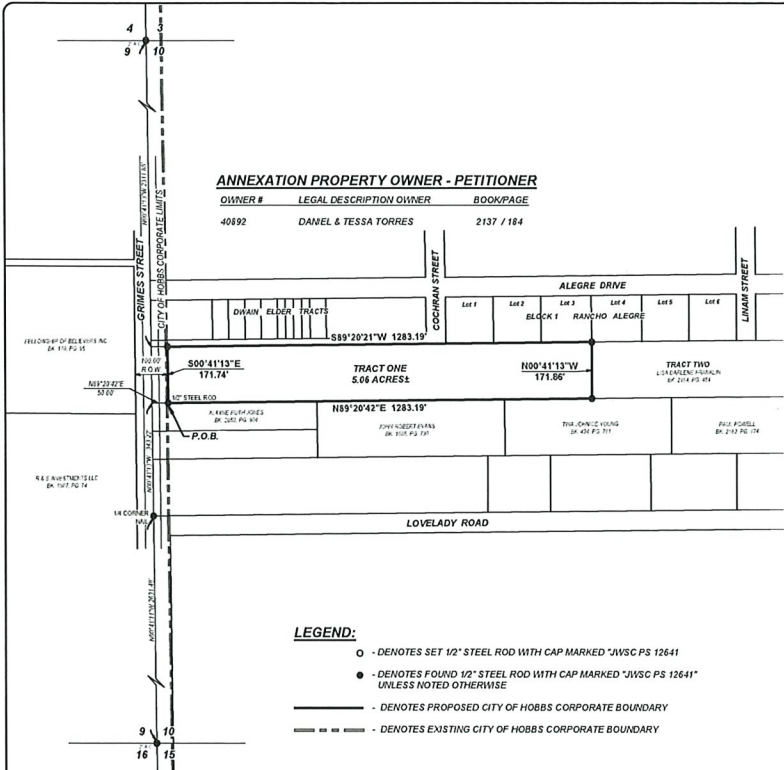
PASSED, ADOPTED AND APPROVED this 1st day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

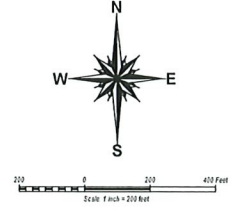
JAN FLETCHER, City Clerk

PRELIMINARY - MAY 20, 15, 2022
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.



ANNEXATION PROPERTY OWNER - PETITIONER

OWNER #	LEGAL DESCRIPTION	OWNER	BOOK/PAGE
40892		DANIEL & TESSA TORRES	2137 / 184



TORRES ANNEXATION
OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH,
RANGE 38 EAST, N.M.P.M.,
TO THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO

THE FOREGOING ANNEXATION OF A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M. LEA COUNTY, NEW MEXICO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" STEEL ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT, WHICH LIES N07°41'13" E ALONG THE WEST LINE OF 34.0 SECTION A DISTANCE OF 343.22 FEET AND N89°20'42" E A DISTANCE OF 50.00 FEET FROM A SPURVEIL FOUND FOR THE WEST QUARTER CORNER OF SAID SECTION, THEN N89°20'42" E A DISTANCE OF 1283.19 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JVSC PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT, THEN N00°41'13" W A DISTANCE OF 171.86 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JVSC PS 12641" SET FOR THE NORTHEAST CORNER OF THIS TRACT, THEN S89°20'21" W A DISTANCE OF 1283.19 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JVSC PS 12641" SET FOR THE NORTHWEST CORNER OF THIS TRACT, THEN S00°41'13" E A DISTANCE OF 171.74 FEET TO THE POINT OF BEGINNING, CONTAINING 5.06 ACRES MORE OR LESS.

- LEGEND:**
- - DENOTES SET 1/2" STEEL ROD WITH CAP MARKED "JVSC PS 12641"
 - - DENOTES FOUND 1/2" STEEL ROD WITH CAP MARKED "JVSC PS 12641" UNLESS NOTED OTHERWISE
 - - DENOTES PROPOSED CITY OF HOBBS CORPORATE BOUNDARY
 - - - - DENOTES EXISTING CITY OF HOBBS CORPORATE BOUNDARY

NOTES:

- 1) BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.
- 2) ADJACENT OWNERSHIP OBTAINED FROM LEA COUNTY ASSESSOR'S OFFICE.

SURVEYOR'S CERTIFICATE:

I, GARY G. EDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12541, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND FOR WHICH IT IS BASED WERE PERSONALLY BY ME OR UNDER MY DIRECT SUPERVISION THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE REQUIREMENTS OF THE SURVEYING ACT OF NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: _____



PROVIDING SURVEYING SERVICES SINCE 1948
JOHN WEST SURVEYING COMPANY
412 N. DAL PASO, HOBBS, N.M. 88240
575.325.5117 www.jwsc.biz
TELEFAX 10021000

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD:

THE PLAT, RESTRICTIONS REVIEWED AND APPROVED ON THE _____ DAY OF _____, 2022 A.D. BY THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN WILLIAM M. HECKS, III _____

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 A.D. BY WILLIAM M. HECKS, III.

NOTARY PUBLIC _____

CERTIFICATE OF MUNICIPAL APPROVAL:

I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF AN ANNEXATION TRACT TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY ORDINANCE No. _____ ON THE _____ DAY OF _____, 2022 A.D.

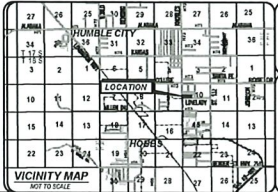
JAN FLETCHER, CITY CLERK _____

ACKNOWLEDGMENT:

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 A.D. BY JAN FLETCHER.

NOTARY PUBLIC _____



Scale: One Inch = One Hundred Feet
CAD Drafter & Date: DSS - 05/15/2022
Checked By: _____
JVSC I.D. No.: 2130180
JVSC File No.: D-1434
STATE OF NEW MEXICO
COUNTY OF LEA - FILED:

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

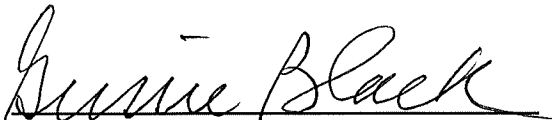
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
July 10, 2022
and ending with the issue dated
July 10, 2022.



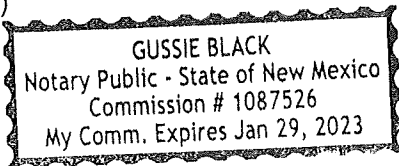
Publisher

Sworn and subscribed to before me this
10th day of July 2022.



Business Manager

My commission expires
January 29, 2023
(Seal)



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE July 10, 2022

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 1st day of August, 2022, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance annexing property. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE CONSENTING TO THE TORRES ANNEXATION OF A TRACT OF LAND LOCATED IN SECTION 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner(s) of the property have petitioned the City of Hobbs to annex to the City an area in Section 10, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico, and containing +/- 5.06 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on June 27, 2022 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

WHEREAS, the City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat on file in the City Clerk's Office, which is incorporated herein, hereby is annexed into the City of Hobbs.
2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

A copy of the ordinance is available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico. The ordinance is also available for viewing online at www.hobbsnm.org.

Due to COVID-19, the meeting is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any persons desire to submit public comment related to this proposed ordinance, please submit written comments by email to fletcher@hobbsnm.org by 4:30 p.m. on August 1, 2022.

/s/Jan Fletcher
Jan Fletcher, City Clerk
#37828

67108146

00268716

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF THE REPLAT OF LOT(S) 13 AND 14 OF THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, TO SOUTHWESTERN PUBLIC SERVICE COMPANY FOR THE PURCHASE PRICE OF \$450,000.00.

DEPT. OF ORIGIN: Engineering
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Todd Randall - City Engineer

Summary: First Reading of the Ordinance to authorize publication to sell a parcel of land comprised of the replat of lot(s) 13 and 14 of the Hobbs Industrial Airpark South Subdivision, to Southwestern Public Service Company. The City of Hobbs is proposing to sell a municipally owned parcel comprised of Lot 13 and Lot 14 in the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the purchase price of \$450,000. A plat of the Industrial Subdivision with the parcel highlighted is attached. The purpose of the sale is Economic Development.

Fiscal Impact:

Reviewed By: Finance Department

The revenue from this sale will be booked against the Land Acquisition Fund. Any future development of HIAP Projects will be budgeted in the Capital Projects Fund when identified.

Attachments: Ordinance; Site Map, Real Estate Purchase Agreement and Protective Covenants

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Staff recommends consideration to approve publication of the Ordinance.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. Continued To:
Ordinance No. Referred To:
Approved Denied
Other File No.

CITY OF HOBBS, NEW MEXICO

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF THE REPLAT OF LOT(S) 13 AND 14 OF THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, TO SOUTHWESTERN PUBLIC SERVICE COMPANY FOR THE PURCHASE PRICE OF \$450,000.00.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision, in the Hobbs Industrial Air Park South Subdivision; and

WHEREAS, the HIAP industrial areas have been designated by the City of Hobbs Industrial Air Park Master Plan for commercial and industrial development; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the sale of this property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Sale:** The City proposes to sell a parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision, for the purchase price of \$450,000.00.

The Sale of the City owned Real Property must be approved by City Ordinance pursuant to NMSA Section 3-54-1 et. seq., as amended.

An Agreement for the Purchase of Real Estate concerning terms of the sale and Protective Covenants for the property are part of the Proposed Ordinance.

2. **Appraised Value of Municipally Owned Real Property:** The municipality has received a viable offer at or above the appraised value.

3. **Schedule of Payments:** The Purchase Price is to be paid with an earnest money deposit (escrowed upon acceptance of purchase agreement) with the balance to be paid as follows:

Earnest Money Deposit:	\$ 10,000
At Closing Balance of Cash	\$440,000
Total Payments	\$450,000

4. **The Amount of Purchase Price:** \$450,000
5. **Purchaser of Property:** Southwestern Public Service Company.
6. **Purpose of Municipal Sale:** Industrial and Economic Development - Site acquisition for company providing Public Utility Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO:

(I)

That the City of Hobbs hereby approves the sale of the Property as described as follows:

LEGAL DESCRIPTION

A parcel of land comprised of lot 13 and lot 14 within the Hobbs Industrial Airpark South Subdivision.

Subdivision Plat is attached hereto to this Ordinance as Exhibit #1, and made a part of this Ordinance. Subject to the conditions and terms in Exhibit "2", Agreement for The Purchase of Real Estate, as attached hereto and made a part of this Ordinance.

(II)

That this Ordinance has been published prior to its adoption and shall be published at least once after adoption, pursuant to Sections 3-2-1, et. seq., and 3-54-1, et. seq., NMSA 1978, as amended.

(III)

That the effective date of this Ordinance shall be forty-five (45) days after its adoption by the governing body of the City of Hobbs, unless a referendum election is held.

(IV)

That City staff and officials are hereby authorized and directed to do all acts and deeds necessary in the accomplishment of the above.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2022.

CITY OF HOBBS, NEW MEXICO

By _____
Sam D. Cobb, Mayor

ATTEST:

By _____
JAN FLETCHER, City Clerk

**REAL ESTATE PURCHASE AGREEMENT
CITY OF HOBBS AND SOUTHWESTERN PUBLIC SERVICE COMPANY**

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this 26th day of July, 2022, between Southwestern Public Service Company, a New Mexico corporation, whose address is 790 S. Buchanan Street, Amarillo, TX 79101 (hereinafter "Purchaser"); and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

A. The City, in consideration of the mutual covenants herein contained, agrees to sell and convey, and Purchaser agrees to purchase the real estate described below, together with all buildings and improvements and all rights, hereditaments, easements and appurtenances thereunto belonging, property located in the Hobbs Industrial Airpark South Subdivision, more particularly described as follows, and referred to hereinafter as "Property," on the terms and conditions set forth herein.

PARCEL DESCRIPTION:

Replat of Lot(s) 13 and 14 of the Hobbs Industrial Airpark South Subdivision, City of Hobbs, Lea County, New Mexico. Subdivision Replat is attached hereto as Exhibit #1.

NOW THEREFORE THE FOLLOWING IS AGREED BY THE PARTIES:

1. Earnest Money Deposit.

Purchaser will make an earnest money deposit with First American Title Insurance Company, 1819 N. Turner Street, Ste. B, Hobbs, NM 88242 (the "Title Company") in the sum of TEN THOUSAND and 00/100 DOLLARS (\$10,000.00), within seven (7) working days of Commission Approval of this agreement (the "Earnest Money Deposit").

2. Purchase Price.

A. The purchase price for the Property shall be FOUR HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$450,000.00) (the "Purchase Price") of which the amount paid as Earnest Money Deposit shall be a part, and the Earnest Money Deposit shall be applied to the Purchase Price at Closing.

B. The Purchase Price includes access to standard City Industrial Park infrastructure and utility services pursuant to the City Utility Service Policy as adopted November 2014.

3. Property, Survey, and Access.

A. Within sixty (60) days following the execution of this Agreement, the City will provide Purchaser with the approved and recorded replat of Lot(s) 13 and 14 of the Hobbs Industrial

Airpark South Subdivision, City of Hobbs, Lea County, New Mexico, creating a single Lot. The replat of the Property by the City in accordance with this paragraph is a requirement to Closing.

B. Purchaser may conduct an ALTA survey of the Property at its cost.

C. Purchaser and its employees, agents and contractors shall have the right to enter the Property during normal business hours and upon reasonable prior notice to City to inspect the same, perform surveys, environmental assessments, soil and other tests and for other investigations and activities consistent with the purposes of this Agreement. Upon completion of Purchaser's activities on the Property, Purchaser shall restore the Property to as near a condition as existed immediately prior to the entry by Purchaser as is reasonably possible, provided however, Purchaser shall not be liable for any prior environmental contamination or any other existing condition on the Property.

4. Closing.

Provided that neither Party is in default of this Agreement and that all conditions to Closing have been satisfied or waived, the consummation (herein called the "Closing") of the purchase and sale of the Property shall occur on a mutually agreeable date, but no later than December 31, 2022 (the "Closing Date"). The parties may extend the Closing Date by mutual agreement, not to exceed 365 days following the adoption of the ordinance referenced in Section 23.A.

A. The City shall deliver the following at Closing:

- (i) the deed described in Section 7;
- (ii) all normal and customary documents and instruments which are necessary to (a) transfer the Property to Purchaser (subject only to the permitted exceptions), (b) evidence the authority of City, or (c) permit the Title Company to issue the title insurance policy; or as may be required of City under applicable law; and
- (iii) City's signed settlement statement consistent with this Agreement.

B. Purchaser shall deliver the following at Closing:

- (i) the Purchase Price, subject to any adjustments as set forth in this Agreement; and
- (ii) Purchaser's signed settlement statement consistent with this Agreement.

5. Review of Title and Documents.

A. As soon as reasonably possible following the execution of this agreement, the City shall furnish Purchaser a commitment for owner's policy of title insurance ("Commitment")

for the Property together with full copies of all exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, easements, rights of way, assessments, liens and other matters of record. Purchaser shall have twenty (20) days from receipt of the Commitment and copies of said exceptions within which to notify the City of Purchaser's disapproval of any exceptions shown in the Report.

The City shall have until the date for Closing to eliminate any disapproved exception(s) or patent reservations(s) from the policy of title insurance to be issued in favor of Purchaser, and if not eliminated, then the Earnest Money Deposit shall be refunded, unless Purchaser then elects to waive its prior disapproval. Failure of Purchaser to disapprove any exception(s) or patent reservation(s) within the aforementioned time limit shall be deemed an approval of such exception or patent reservation. The policy of title insurance shall be a standard coverage policy in the amount of the total Purchase Price and shall be paid for by Purchaser.

In the event this contingency or any other contingency to this contract has not been eliminated or satisfied within the time limits and pursuant to the provisions herein, and unless Purchaser elects to waive the specific contingency by written notice to the City, this Agreement shall be deemed null and void, the Earnest Money Deposit shall be returned to the Purchaser, and neither party shall have any rights or liabilities under this Agreement.

B. City, without cost to Purchaser, shall provide Purchaser with copies of all surveys, engineering studies, feasibility studies, soil and water test results, environmental studies or reports, maps, plats, contracts, documents, agreements, permits, licenses, reports and data pertaining to or affecting the Property (collectively, the "Information") in the possession or control of City. The Information shall be delivered to Purchaser on or before five (5) days after the date of this Agreement. In the event of termination of this Agreement for any reason after the date of this Agreement, Purchaser, without additional cost to City, shall promptly return to City all copies of the Information that are in the Purchaser's possession or under Purchaser's control. City agrees that following said initial submission of Information to Purchaser, throughout the term of this Agreement, City shall continue to deliver to Purchaser all Information obtained by City or within City's control promptly after City receives or obtains control over the same. The Inspection Period shall be extended for a period of five (5) additional days following Purchaser's receipt of any Information from City that City fails to deliver prior to the expiration of the Inspection Period.

6. Environmental Assessment.

Purchaser may perform a Phase I Environmental Site Assessment, at its sole cost and expense. Soil, rock, water, asbestos, and other samples found on or taken from the Property shall remain the property of City. Purchaser shall have twenty (20) business days from receipt of the Environmental Assessment Report to advise City of any disapproval of any exceptions or environmental conditions indicated in the Report. A

business day shall be any day other than a Saturday, Sunday or any other day on which banks in Hobbs, NM are required to remain closed.

7. Title.

At Closing, the City shall execute and deliver a Special Warranty Deed conveying the Property to the Purchaser and/or his assigns, in fee simple, subject to all patent reservations and to all other existing liens, encumbrances and other exceptions of record except those exceptions and reservations which are disapproved by Purchaser and eliminated by the City as noted above. City shall deliver exclusive legal and actual possession of the Property to Purchaser on the Closing Date.

8. Oil and Gas Activities.

The parties acknowledge and understand City does not own any mineral interest in the property being conveyed. The extraction of any mineral interest shall be subject to all federal, state and municipal rules, regulations and Ordinances concerning such.

9. Risk of Loss.

All risk of loss or damage to the Property will pass from the City to Purchaser at Closing. In the event that material loss or damage occurs prior to Closing, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Earnest Money Deposit, if any, shall be refunded. Possession of the Property by Purchaser shall occur at Closing. Before Closing, Purchaser shall be solely responsible to insure Purchaser's interest in the Property if Purchaser so chooses.

10. Default and Remedy.

A. Default by City. If City defaults in the performance of this Agreement, Purchaser may terminate this Agreement and receive a refund of the Earnest Money Deposit, if any, or may waive default, enforce performance of this contract, and seek whatever legal remedy may be provided by law.

B. Default by Purchaser. If Purchaser defaults in the performance of this Agreement prior to Closing, City may terminate this Agreement and retain the Earnest Money Deposit.

C. Notice and Demand for Performance. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other's default), the party claiming default will give written notice of demand for performance. If the party to whom such notice and demand is given fails to comply with such written demand within ten (10) days after receipt thereof, the non-defaulting party may pursue the remedies provided in this paragraph.

11. Closing Costs and Fees.

The closing costs shall be set forth in the settlement statement and paid as follows:

A. The City shall pay for (i) the replat (survey), (ii) title insurance binder (Commitment) for the value of the Purchase Price, (iii) Title Company escrow, closing fees, and recording fees, and (iv) the costs of recording any documents necessary to address title objections raised by Purchaser.

B. All other closing costs not addressed in subparagraph A. above or otherwise in this Agreement shall be paid by the Purchaser, including title insurance premium and endorsements, additional survey costs if Purchaser requests an ALTA survey in accordance with Section 3 and environmental assessment cost if Purchaser conducts a Phase I in accordance with Section 6.

C. The Purchaser and City shall each pay for their respective legal fees.

D. The Purchaser and City warrant and represent to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than Burkett-Shaw Realty, whose six percent (6%) commission shall be paid by Purchaser at Closing. Each party hereby agrees to bear their own liability incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

12. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, return receipt requested, postage prepaid, to the following:

if to the City: City of Hobbs
 ATTN: City Manager
 200 East Broadway
 Hobbs, NM 88241

if to Purchaser: Southwestern Public Service Company
 ATTN: Real Estate Services
 1800 Larimer Street, Ste. 900
 Denver, CO 80202

with a copy to: Xcel Energy Services Inc.
 ATTN: Legal Services – Real Estate
 1800 Larimer Street, Ste. 1400
 Denver, CO 80202

or to such other address as requested by either party. Notice shall be deemed to be received on the fifth (5th) day following posting.

13. Attorney's Fees and Costs.

If either is found by a court to have breached this agreement, each of the Purchaser and City shall each pay for their respective legal and attorney's fees and costs.

14. Counterparts.

This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

15. Successors and Assigns.

This Section refers to assignability of this Purchase Agreement and not to assignability of the Property after the land purchase has been completed. This Agreement may not be assigned by Purchaser without the prior written consent of the City. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Except that Purchaser is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which he/she is the principal party. Consent shall not unreasonably be withheld by either party.

16. Compliance with New Mexico State Statutes.

The City states that it has complied with the requirements of Section 3-54-1, NMSA, 1978, as amended, and that it has authorization to sell property pursuant to the Hobbs Municipal Code, as amended.

17. Governing Laws.

This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

18. State Permits and Licenses.

Purchaser agrees that City has no direct responsibility for Purchaser to make application and obtain required New Mexico State permits and licenses for industrial facility expansion on the Property. Purchaser agrees to indemnify and hold City harmless from and against all liability, claims, demands, damages or costs of any kind arising from or connected with any New Mexico State permit or license application for activities and uses on the property.

19. Protective Covenants.

Purchaser agrees to comply with terms and conditions as stated in the previously recorded Protective Covenants for the Property. These Protective Covenants are attached hereto as Exhibit "2", and made a part of this agreement.

20. Termination.

This agreement shall be terminated on the Closing Date for sale of property, unless either party ends the agreement prior to that date pursuant to Section 10 of this Agreement. All of the City's warranties, representations, certifications, and agreements contained herein shall be and remain true at the time of Closing.

21. City Permits.

Purchaser shall be responsible to apply for all required City permits, including a City Business Registration or License Fee and building permits.

22. Rights of the City and Conditions and Requirements of the Purchaser.

A. Right of Repurchase If Development (Permit and Site Development) Has Not Started Within twelve (12) months Period Following Closing Date.

Subject to the rights of any mortgagees under any mortgages on the Property, the City retains the right to repurchase the property, for the same price paid by the Purchaser, if Purchaser has not begun development (Issuance of a Municipal Building Permit and Site Development) within twelve (12) months of the date of Closing, or if Purchaser defaults prior to completing development within thirty (30) months following the Closing Date. Development is hereby defined as the Purchaser's completion of construction of the complete main building suitable to Purchaser's needs including on-site improvements of paved access street and parking areas, utility service lines, landscaping, and foundations, according to City Design Standards and Building Code Ordinances. Development also includes Purchaser's operation of an industrial development on site suitable to Purchaser's needs, which meets agreed upon minimum economic development goals of job creation. The Purchaser must make a good faith effort to begin and continue development. Upon compliance with the development responsibility of Purchaser and at Purchaser's request, the City shall provide a written, recordable release or certificate of compliance with this paragraph, and a waiver of its right to re-purchase. In the event that the City does not exercise any right to repurchase the Property within three years of the date of such right arises, then that right to repurchase shall lapse and expire.

B. HIAP Property – Real Estate Purchase & Long Term Lease. Agreement Provisions: To ensure creation of new jobs to Lea County, to attract new industry to Lea County and to guard against speculation, the following provisions are required by the City Commission to be incorporated into all new land purchase agreements and long term leases:

1) No re-sale of the Property is to be allowed for the five (5) year period following the date of Closing, except Purchaser may transfer the Property to a wholly owned corporation or entity for the specific purpose of financing improvements on the property.

2) Pursuant to the recorded Protective Covenants, the main building must be completed within thirty (30) months of Closing, and be equal in value to at least four times the Purchase Price of the land.

3) To provide security for enforcement of these covenants, purchaser agrees that a municipal lien may be filed by the City in second position, but in no case no later than six (6) months from Closing, equal to one hundred fifty percent (150%) of the Purchase Price paid to the city, until Purchaser has expended four (4) times the Purchase Price developing the industrial site. Purchaser agrees that this lien shall remain enforceable and be subject to foreclosure if the covenants and/or purchase agreement are violated at any time within the first five (5) years following the date of Closing.

C. Building and Site Development Policies:

1) Completion of the building and site improvements, including the main building, shall be completed and placed in service no later than thirty (30) months from date of Closing. The purpose of this requirement is to insure the property is sold to someone that intends to utilize the industrial park and create jobs and not hold the property for speculation.

2) Retail uses are not permitted except for a factory outlet store as a minor part of the industrial operations to sell goods manufactured on site. Residential uses are not permitted.

3) As the specific property in the Industrial Park is a highly visible site, appropriate landscaping shall be required which may be in excess of MC 15.40 and screening along any roadway frontage. Such that the appearance of the industrial park is enhanced in an effort of attract other HIAP users, the entirety of the frontage on both Business Park Boulevard and Millen shall be landscaped as per MC 15.40.

D. The proposed sale is subject to approval by the City Commission.

E. Purchaser shall be required to construct access driveway(s) to the site boundary on City right-of-way to meet applicable City regulations for property access. Typical drawings showing detail for drainage piping are available for review. An access driveway to Millen will not be allowed except for emergency access purposes and subject to the City's approval of design and location. If Purchaser desires an emergency access driveway on Millen, a separate mutually agreed deed restriction shall be filed at the Lea County Courthouse to restrict use of driveway to emergency access purposes only.

F. Purchaser shall be responsible for acquiring all local, state and federal permits and licensing. City staff will assist purchaser in processing appropriate permits for the site. A "caliche" yard of compacted crusher fines or compacted gravel will be allowed if the area is treated to reduce blowing dust.

G. All activities must meet all local, state and federal regulations, including those related to environmental issues.

H. The City shall extend the times set forth in this Section 22 in the event of a delay or failure of performance caused by forces beyond the reasonable control of Purchaser, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, natural catastrophes or acts of God, interruption of services, epidemic or pandemic, supply chain issues, or governmental actions.

I. Purchaser will be responsible for the extension of City sewer along Business Park Blvd. to the north boundary of the property, as part of the site development.

23. Conditions For Completing The Purchase.

The following actions must occur and be performed prior to Purchaser satisfactorily Closing on the Property:

A. The City Commission must have approved the necessary Ordinance for the Sale of the Property, subject only to the referendum election issue as specified in 3-54-1 et. seq., NMSA, as amended. In the event of a referendum petition and election, Purchaser shall hold City harmless for any and all claimed damages whatsoever.

B. Purchaser must have received, reviewed and approved the replat (survey) prior to Closing.

C. If a request for a Phase I Environmental Site Assessment, Purchaser must have received, reviewed and approved the Phase I Environmental Assessment Report for the Property prior to Closing. Purchaser shall have the Environmental Assessment Report for review at least thirty (30) calendar days prior to the intended date of Closing; and Purchaser shall have thirty (30) days from receipt of the Report to raise any objections with City.

D. There shall be no material adverse change in the condition of the Property as of Closing.

E. The representations and warranties contained in this Agreement are true and correct as of the date of Closing.

F. If any of the conditions set forth in this Section are not satisfied to the sole discretion of the Purchaser prior to Closing, or waived by the time specified therefor, or,

if no time is specified, then by the Closing Date, then the Purchaser shall receive a refund of the Earnest Money Deposit.

24. Representations and Certifications Made By The City As A Part Of This Agreement.

The City represents and warrants to the Purchaser that the following shall be true and correct, as of the date hereof and as of the date of Closing:

- A. The City owns title to the Property subject only to easements, restrictions and reservations of record as disclosed in the title commitment.
- B. There are no public improvements which have been commenced or completed for which special real property tax assessments may be or have been levied against the Property.
- C. There are no known existing violations of applicable law with respect to the Property.
- D. There is no litigation pending or threatened against the Property which might result in a lien on the Property, or might interfere with the City's ability to sell or convey the Property, or which might have a material adverse change upon the Property.
- E. The execution and delivery of the Purchase Agreement and Closing of the sale by the City will not result in the breach of any agreement, decree or order to which the City is a party or by which the Property is bound.
- F. There are no condemnation proceedings pending or threatened with respect to all or any portion of the Property.
- G. To the best knowledge of the City as of the date hereof, the following statement is made regarding the Property:

To the best knowledge of the City, there are no past or present investigations, proceedings, litigation or regulatory hearings with respect to the Property alleging non-compliance with or violation of any federal or state law regarding environmental matters. To the City's actual knowledge, there has not now, nor have there been, any above ground or underground storage tanks located in or under the Property. To the City's actual knowledge, the Property has previously been owned by the US Government Land Office, the City of Hobbs, the US Hobbs Army Airfield, and the City of Hobbs, New Mexico. The only known prior uses of the Property are 1) open range grazing by local ranches from 1880 through the 1940's time period; and 2) use of the area as a portion of the Hobbs Army Airfield operation during W.W.II.

The complete environmental record and clean-up report of City remediation projects is available for review by the Purchaser. To the best knowledge of the City, the Property presently is not and has never been used for any other storage, manufacture, disposal, handling, transportation or use of any hazardous substances in violation of any law, other than those connected with the Hobbs Army Airfield.

H. The City is not a party to any contracts relating to the Property, except for this Agreement.

25. Representations and Certifications Made By The Purchaser As Part Of This Agreement.

The Purchaser represents and warrants to the City that the following shall be true and correct, as of the date hereof and as of the date of Closing:

A. The Purchaser is a viable company with its Satellite Office in Hobbs, New Mexico.

B. The Purchaser intends to construct an industrial complex with structures within the thirty (30) months following Closing.

C. Purchaser shall obtain a City Building Permit and begin construction on the site no later than twelve (12) months after Closing. City shall assist Purchaser and cooperate in the issuance of the City Building Permit necessary to meet this requirement.

D. The Purchaser agrees to all economic development goals within this Agreement for economic development in Hobbs for the five (5) year period following Closing. Purchaser has sufficient financial resources available to complete all of the above building, development and operation goals.

26. Time of Essence.

Time is declared to be of the essence of this Agreement.

27. Additional Documents.

The parties agree to execute further documents as may be reasonably required to effectuate the purchase and sale of the Property as provided by this Agreement.

28. Entire Document.

This instrument constitutes the entire agreement between the City and the Purchaser, and there are no agreements, understandings, warranties, or representations between the Purchaser and the City except as set forth herein. This Agreement cannot be amended except in writing executed by the Purchaser and the City.

[signature page follows]

Done and approved on the date first written above.

CITY:

City of Hobbs, New Mexico

Sam Cobb, Mayor

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Efren Cortez, City Attorney

[Purchaser signature on next page]

PURCHASER:

Southwestern Public Service
Company, a New Mexico corporation

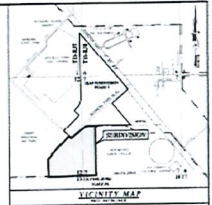
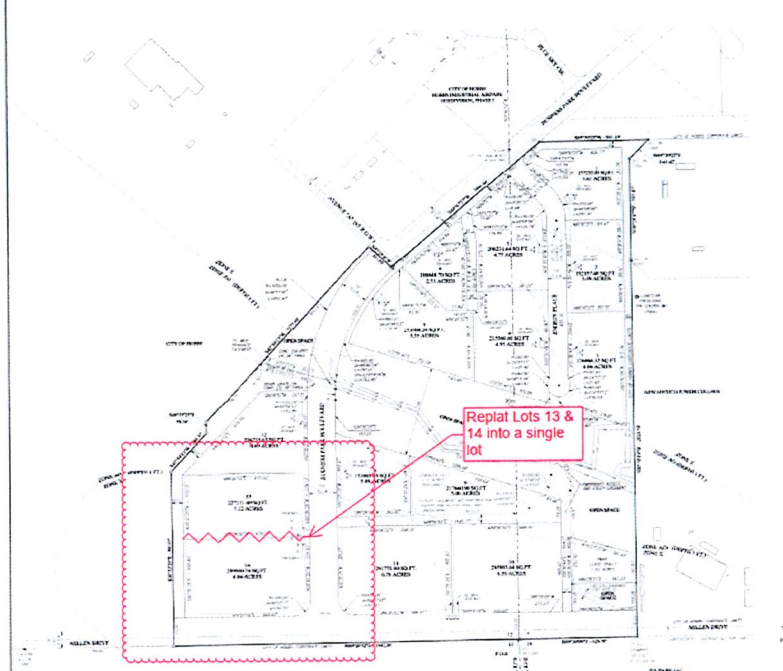
Matthew Boehlke

Matthew Boehlke
Sr. Director, Property and Aviation
Services, Xcel Energy Services Inc., as
agent for Southwestern Public Service
Company

Exhibit #1
(Subdivision Replat)

[see attached]

HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION
 SITUATED IN THE SE¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST AND THE SW¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.
 CITY OF HOBBS, LEA COUNTY, NEW MEXICO



- LEGEND**
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 - 100. LOT AREA

LEGAL DESCRIPTION AND PARTICULARS

THESE LOTS ARE DESCRIBED AS FOLLOWS: LOT 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

FINAL FLOODING INDICATIONS

THESE LOTS ARE NOT SUBJECT TO FLOODING.

NOTE

1. THESE LOTS ARE NOT SUBJECT TO FLOODING.

2. THESE LOTS ARE NOT SUBJECT TO FLOODING.

3. THESE LOTS ARE NOT SUBJECT TO FLOODING.

4. THESE LOTS ARE NOT SUBJECT TO FLOODING.

5. THESE LOTS ARE NOT SUBJECT TO FLOODING.

6. THESE LOTS ARE NOT SUBJECT TO FLOODING.

7. THESE LOTS ARE NOT SUBJECT TO FLOODING.

8. THESE LOTS ARE NOT SUBJECT TO FLOODING.

9. THESE LOTS ARE NOT SUBJECT TO FLOODING.

10. THESE LOTS ARE NOT SUBJECT TO FLOODING.

ACKNOWLEDGMENT

I, the undersigned, do hereby acknowledge that the above described lots are the property of the City of Hobbs, New Mexico.

[Signature]

CERTIFICATE OF MUNICIPAL APPROVAL

I, the undersigned, do hereby certify that the above described lots are the property of the City of Hobbs, New Mexico.

[Signature]

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD

I, the undersigned, do hereby certify that the above described lots are the property of the City of Hobbs, New Mexico.

[Signature]

SURVEYORS CERTIFICATE

I, the undersigned, do hereby certify that the above described lots are the property of the City of Hobbs, New Mexico.

[Signature]

LEASING

JOHN WEST SURVEYING COMPANY

[Signature]

SEAL

DATE OF APPROVAL

September 21, 2011

Exhibit #2
(Protective Covenants)

[see attached]

15-
H

35256

PROTECTIVE COVENANTS AND DESIGN STANDARDS FOR THE HOBBS
INDUSTRIAL AIR PARK SOUTH SUBDIVISION PROPERTY.

GENERAL CONDITIONS PART I

This Declaration, made the 11th day of July, 2011, by the City of Hobbs, hereafter referred to as "Declarant" or "City".

1. Purpose.

A. Declarant is the owner of certain real property in the within the City limits of Hobbs in the County of Lea, State of New Mexico, referred to as "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION", described as follows and more particularly in "Exhibit A" which is attached hereto and by reference made a part hereof, more commonly known as a portion of the Hobbs Industrial Air Park, (hereafter referred to as the Property.)

LEGAL DESCRIPTION - "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION:

THE FOREGOING SUBDIVISION OF A CERTAIN TRACT OF LAND SITUATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, LYING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST, N.M.P.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHEAST CORNER OF SAID SECTION 12, THEN N89°30'09"E ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 629.90 FEET; THEN N00°30'49"W A DISTANCE OF 2023.59 FEET TO A BRASS CAP IN CONCRETE; THEN N00°28'47"W A DISTANCE OF 557.87 FEET TO A BRASS CAP IN CONCRETE; THEN N44°30'22"E A DISTANCE OF 141.42 FEET TO A BRASS CAP IN CONCRETE ON THE SOUTH BOUNDARY OF PHASE ONE OF THE HOBBS INDUSTRIAL AIRPARK SUBDIVISION TO THE CITY OF HOBBS; THEN S89°30'22"W ALONG SAID BOUNDARY A DISTANCE OF 581.19 FEET; THEN S49°47'57"W ALONG SAID BOUNDARY A DISTANCE OF 1044.46 FEET; THEN N45°25'39"W ALONG SAID BOUNDARY A DISTANCE OF 165.03 FEET; THEN S42°59'13"W A DISTANCE OF 1277.69 FEET; THEN S00°35'25"E A DISTANCE OF 59.36 FEET; THEN S42°59'13"W A DISTANCE OF 280.35 FEET; THEN S00°35'25"E A DISTANCE OF 943.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST; THEN N89°26'52"E ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 1842.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 116.90 ACRES MORE OR LESS.

B. The purpose of these Protective Covenants is to establish and maintain a planned business and industrial center with certain design standards which may be in addition to those development regulations imposed by the City of Hobbs, and other governmental entities having jurisdiction over the Property.

C. In order to establish general rules and guidelines for the improvement and development of the Property, Declarant desires to impose upon it mutual and beneficial restrictions for the benefit of all lands in the Property and for the benefit of all future

owners of lands in the Property.

2. General Provisions.

A. Declarant, owner of the Property, hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed, and occupied subject to the Protective Covenants herein set forth, each and all of which shall inure to the benefit of and pass with each and every parcel of the Property, and apply and bind the heirs, assignees, and successors in interest of each and every owner of a parcel or parcels of the Property.

B. Each purchaser of any parcel of the Property covenants and agrees with Declarant, its successors and assigns to use the property only in accordance with the Protective Covenants herein set forth, and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

C. Each purchaser or user of any parcel of land in the Property shall comply with all applicable laws of the City of Hobbs, Lea County, the State of New Mexico and the United States of America.

D. Building and Development Performance Goals. The purpose of these requirements is to insure the Property is sold to and developed by someone that intends to utilize the industrial park and create jobs and not hold the property for speculation. Each initial purchaser of any parcel of the Property directly purchasing from the Declarant covenants and agrees with Declarant, its successors and assigns to develop each parcel or property within eighteen (18) months following the date of purchase. Building construction shall be started on each parcel within six (6) months of the date of closing for all parcels. The main building on each parcel shall be completed within 18 months. For developments on multiple lots exceeding 12.0 acres total, the City Manager is authorized to consider and may grant variances to allow a time extension of the completion date to 30 months for larger buildings and complexes; or if an owner experiences unforeseen problems during the construction which cause serious and unavoidable delays.

E. Economic Development and Private Investment Performance Goals. For all Real Estate Purchase & Long Term Leases in excess of 5 years in the Property, each initial Purchaser or Lessee of any parcel of the Property directly purchasing or leasing from the Declarant covenants and agrees that in order to ensure creation of new jobs to Hobbs and Lea County, to attract new industry to the area and to guard against speculation, that some or all of the following provisions may be incorporated by the City into all new land purchase agreements and long term leases:

To provide security for enforcement of these covenants, purchaser agrees that a municipal lien shall be filed by the City in second position, within six months following the purchase of the Property, in an amount equal to one hundred fifty percent (150%) of the purchase price paid to the city, until Purchaser has expended a minimum threshold of four (4) times the purchase price in developing

the industrial site, at which time the lien shall be released by the City. Said lien shall be foreclosed should the aforesaid four (4) times threshold of capital investment is not satisfied within thirty-six (36) months of possession of a property.

F. Land speculation and holding vacant parcels off the market is not permitted and is inconsistent with the City's goals to develop a vibrant industrial area to promote economic development of Hobbs.

G. Right of Repurchase. If any owner does not comply with the above covenants, the City may exercise re-purchase powers or take other legal actions as necessary. The purchase agreements will contain re-purchase clauses if development and building has not started according to the requirements. The City shall also specify conditions regarding economic development and job creation; private investment; prohibition of land speculation; inflating future sale prices; etc. in each real estate purchase agreement.

H. Variances to Specific Requirements Herein This Section 2. For good cause shown, the City Manager is authorized to consider and may grant variances to the requirements of Section 2 above, if unforeseen problems may occur on a Property.

3. Design Review Board.

A. Declarant hereby designates the Hobbs Planning Board of not less than six (6) persons, to function as the Design Review Board, hereafter referred to as the "Board". Composition of and membership of the Hobbs Planning Board shall be determined and appointed by the City of Hobbs City Commission. Declarant shall appoint all members of the Board, and may expand the number of members, possibly including other land owners, as may be decided in the future solely by the Declarant, for purposes limited solely to HIAP Design Review Board agenda items.

B. Declarant shall establish rules and procedures for the Board, including but not limited to procedures for the submittal and review of plans. Declarant may amend these procedures and rules, but shall publish any amendment according to Section 3-1-2, et. seq. NMSA 1978, as amended. The approval and consent of the Board shall not be unreasonably withheld on matters properly coming before the Board.

C. The Board shall exist as long as Declarant owns any parcel or portion of the Hobbs Industrial Air Park, within which the Property is encompassed.

D. There shall be no charge for services rendered and reviews undertaken by the Board.

E. All decisions of the Board shall be rendered in written format to the applicant.

F. Except with respect to land owned by the City of Hobbs, no building site or parcel of land within the Property may be divided, subdivided or fractional part thereof sold, leased or conveyed so as to create a new parcel, or combined with any building site or

parcel of land without the prior written consent of the Board.

G. All Site Development Plans, subdivision plats, and construction plans requiring a building permit or fence permit upon the Property shall be submitted to the Board for review and approval, prior to review by the appropriate City office and other reviewing agencies. Except that the Declarant may file subdivision plat revisions and City infrastructure plans, which are exempt from the Board's review. All Site Development Plans shall include all drainage structures, building locations, access driveways, truck loading and parking facilities and any other proposed facilities on the site. A conceptual grading and drainage plan shall be submitted to the City Engineer for review and approval at the same time the Site Development Plan is submitted. Plans submitted for review by the Board, if submittal is complete, accurate and in compliance with submission requirements of the Board, shall be deemed approved by the Board, if no action shall be taken within thirty (30) working days from the date of submittal. All plans to be submitted for review by the Board shall be submitted to the Planning Department of the City of Hobbs, at 200 E. Broadway, Hobbs, NM 88240.

H. Decisions by the Board shall not be construed as professional expertise and no warranty or liability for construction according to such plans shall be placed on the Board or Declarant.

I. No building permit, subdivision of land or any other type of development permit shall be approved for any parcel in the Property, unless said Site Development Plan submittal has first been submitted to the Hobbs Planning Department and presented to the Board for review and recommendations.

J. For good cause shown, the Board may approve variances to these Protective Covenants, except for Section 2 above in its entirety.

K. The City Commission may also approve variances to these protective covenants, in the exercise of its discretion to approve plans, to permit, or to consent to approve a variance from the specific requirements or effect of a particular covenant herein contained.

L. Any aggrieved person that is affected by an administrative decision of any City Board or official may appeal that decision to the City Commission. The appeal must be presented in writing to the City within fifteen (15) days of the action causing the appeal. Appeals of the City Commission must be filed with the District Court.

4. Permitted, Regulated and Non-Permitted Uses.

A. The Board may impose any reasonable condition on activities, such as landscaping, or regulation of grading during certain months of the year, to mitigate the effects of the activity's appearance, noise, traffic, dust and similar impact(s). Any aggrieved person affected by such a decision may file an appeal with the City Commission pursuant to Section 3L above.

B. Activities and uses on the Property shall be constructed, used or occupied to insure that there is no excess noise, vibration, toxic or noxious matter, humidity, heat or glare, liquid or solid waste, at or beyond any lot line of the parcel on which it is located. No activity or use shall emit air pollutants to such an extent that such use is classified as a "Major Stationary Source" by New Mexico Air Quality Control Regulation #707 and/or 40 CFR Part 51 of the U. S. Environmental Protection Agency.

C. No parcel or structure on the Property shall be used for any heavy manufacturing use and the following specific uses listed below:

- ** Smelting of Ores.
- ** Glue Manufacture.
- ** Fertilizer Manufacture.
- ** Airport or Heliport.
- ** Fat Rendering.
- ** Explosive Manufacture or Storage of large quantities of explosives.
- ** Junk Yards, Salvage or Wrecking Yards.
- ** Cement, Lime, Gypsum or Plaster Manufacturing.
- ** Raw Materials Extraction.
- ** Exterior Storage of Raw Materials without sight buffers.
- ** Excavation, Grinding, or Extraction of Gravel, Road Base, Pit Run, or Operation of a Quarry.
- ** Stockyards or Slaughter of Animals.
- ** Telecommunications Towers for rental to off-site operators.
- ** Acid Manufacture or Storage of large quantities of Acid on site (In excess of 500 gallons), or those industries with large quantities of hazardous chemicals, liquid fuel, compressed elements or gases or other similar uses.
- ** Wastewater Treatment Facilities.
- ** Truck Stop.
- ** Recycling or Abatement Facilities.
- ** Dry-cleaning Establishments or Industrial Cleaning Operations.
- ** Any industry or use that generates excess noise, vibration, toxic or noxious matter, humidity, heat or glare, at or beyond any lot line of the parcel on which it is located.

D. No on-site billboard for either off-premise or on-premise advertising, and other outdoor advertising for off-premise advertising shall be permitted on any parcels in the Hobbs Industrial Air Park.

5. Construction of Improvements.

A. After plans for construction are submitted and approved by the Board and other appropriate reviewing agencies, owner shall begin construction of buildings and improvements in a timely manner, not to exceed six (6) months after approval, unless further time for construction is requested and approved by the Board.

B. If any owner fails to complete construction of required and approved improvements, including but not limited to utility lines, paved streets, parking areas, landscaping, Declarant may, after giving due legal notice, construct the required improvements. The costs for Declarant's construction activities shall be recovered by Declarant in accordance with New Mexico State Statutes. After the start of construction, each project should be completed in a timely manner normally within 12 months, except for unusually large buildings, when the Board may allow additional construction time.

C. The City is responsible for maintaining cultural resources in the Industrial Park and certain parcels on the Property may require set-a-side preservation easements.

D. The City requires all property owners to limit grading and clearing activities on a site to the actual physical area planned for development to limit soil erosion.

6. Maintenance of Premises.

A. All owners and other users of the Property are obligated to keep and maintain the buildings, structures, parking areas, landscaping, signs and other entities of the parcel in an orderly and well maintained condition.

B. All landscaped areas shall be appropriately irrigated with an automated system and plants, grasses and trees shall be orderly and well maintained. Any areas of newly disturbed earth not in landscaped areas shall be planted with appropriate plant materials to reduce blowing dust. As an option, an owner may also construct and use a truck parking and storage yard area with a caliche material base or gravel base, with compaction of materials as required to support the stored vehicles.

C. All waste, rubbish or surplus materials shall be stored in properly screened enclosures and removed regularly. No materials, supplies, equipment, finished or semi-finished products are permitted to be stored outdoors, except in areas approved on the Site Development Plan.

D. If any owner or other user of a parcel on the Property fails to adequately maintain a building, structure, landscaping, parking lot or other premises, Declarant may, after giving appropriate legal notice, undertake maintenance of that parcel. The cost of Declarant's maintenance activities shall be recovered by Declarant in accordance with New Mexico State Statutes and City Ordinances.

7. Enforcement of Covenants.

In the event of a violation of these Protective Covenants, it shall be lawful for Declarant to prosecute proceedings at law, or in equity, according to New Mexico State Statutes and City Ordinances, against any owner or user of a parcel in the Property who is violating or attempting to violate any such restriction and covenant, either to prevent any owner or user of a parcel from so doing, or to correct such violation, or to recover damages or other relief for such violation.

8. Severability.

Invalidation of any one or part of any one of these covenants and restrictions by court order shall in no way affect any of the other provisions or parts of provisions which shall remain in full force and effect.

DESIGN STANDARDS PART II

A. The following standards are conditions for the allowed placement, use and occupancy of parcels and structures erected on the parcels within the Property (see Exhibit A, attached) to be followed in conjunctions with the Protective Covenants, and applicable ordinances of the City of Hobbs.

These standards can only be amended or revised by the Declarant or their successors and assigns. All parcels in the Property shall meet minimum City standards for infrastructure construction, including water, waste water, streets, drainage, signs, landscaping, private utilities for natural gas, electric power and telecommunications, and other construction; building code, if applicable; subdivision regulations; and any other regulations, as required by the Hobbs Municipal Code.

B. Noise Levels:

1. Noise level emissions for all parcels in the Property shall not exceed New Mexico State Occupational, Health and Safety Standards and City of Hobbs standards per the City Noise Ordinance.

2. All owners and users of parcels in the Property are hereby notified that a private airport exists in the nearby vicinity, and that noise levels consistent with an airport, and occasional aircraft operations may exist in the vicinity of their Property. This disclosure statement shall be placed on the deed as a matter of notice for all parcels in the Hobbs Industrial Air Park.

C. Development Standards:

1. Parcel Area:

There shall be the following minimum lot area requirements for parcels in the Hobbs Industrial Air Park:

Category:	Minimum Lot Size:
Commercial/All Categories	0.4 acre
Light Industrial/All Categories	1 acre
All lots fronting on major Arterials and Collectors	1 acre

Other Uses

Minimum lot size to be determined by Board

No parcel shall have a lot depth that is greater than 4 times its width, unless specifically approved by the Board.

2. Building Setbacks:

Minimum street frontage setback from property lines for the placing of structures shall be twenty-five (25) feet. No uses shall be made of said setback except for driveways; steps and walkways; landscaping and planters; flag poles; roof overhangs, and entrance signage for larger properties. Visitor parking areas are permitted within the front setback area, except these shall have a minimum fifteen (15) foot setback from the front property line.

The setback line shall be fifteen (15) feet from all rear and side property lines. No six (6) foot height security fences or walls are to be placed within the twenty-five (25) foot front setback. The Board may approve decorative fencing not to exceed three (3) feet in height in the front setback. Regarding Business Park Boulevard and Millen Drive, there shall be a twenty-five (25) foot side yard setback on corner lot frontages for all buildings.

3. Landscaping Requirements:

A. All landscaping shall be defined per City Code. All landscaping shall be in setbacks, parking lots according to City ordinance, and other areas, as necessary. The City requires the use of plant landscaping materials and/or structural walls to buffer parcels and land uses in the Park.

Landscaping requirements for all parcels in the Hobbs Industrial Air Park shall be as required in the City Landscaping Ordinance for Industrial parcels, unless a commercial use is proposed. The City encourages that the full front setback for all parcels fronting on arterials and collectors be landscaped and permanently maintained. In addition, that portion of any building facing a side street other than the street on which the building fronts is also to be landscaped in an attractive manner. The parkway area shall be landscaped and permanently maintained, if a parkway area exists between the front set back of the parcel and the constructed street.

B. Landscaping Standards For Industrial Parcels: At a minimum, all general industrial parcels shall maintain landscaping in the customer service areas, front parking lots and in the front of the main site buildings.

4. Screening and Building Site Appearance.

The purpose of the screening rules is to avoid placement of trash receptacles or other unsightly equipment in the front or visible side yards of buildings. The Site Development Plan must show that all rubbish, trash, garbage, debris and other wastes, all loading

docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment open or exposed to public view or to a view from adjacent buildings, are stored at the side or rear of the building and the improvements with which same are associated; and these shall be screened from view. Screening materials shall be constructed and designed in such a manner so that they equal a height equal to that of the materials or equipment being stored. The screening should shield said material and equipment from both public view and view from adjacent buildings as much as possible. After construction, such screening must be maintained in a sound condition with acceptable visual appearance for so long as screening shall be required under the terms hereof. All trash and debris must be contained in enclosed containers to prevent blowing trash.

5. Signage and Lighting Standards:

A. Signage Standards. All temporary and permanent signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of the Property. The design, material, location and placement of all signs shall be approved as such in writing by the Board prior to their erection. Further, all temporary signs must comply substantially, in the sole judgment of the Board, with the standards and criteria therefor promulgated by the Board.

A single sign shall be permitted on the front of each facility (facing the roadway), stating only the name or identification of the occupant and street address of that facility. One company or product trademark or company logo design is also permitted but not to exceed a total of 60 square feet.

Directional Signs for parking lots, entrances, exits, etc., shall not exceed 30 inches in height and 10 square feet maximum, except for truck entrances, where the directional signs shall be allowed up to 48" in height and 32 square feet maximum.

Free standing signs will be permitted only upon written approval of the Board, and only for Commercial Land Uses. Signs located other than on the main building (gateways, concrete or masonry yard enclosures) shall be subject to the written approval of the Board, but are encouraged in landscaped setback areas for larger industrial and commercial parcels.

Indirect lighting of signs may be permitted, subject to approval by the Board. All indirect lighting shall be constructed so that illumination is at the top of the sign, to reduce reflected light emitted into the atmosphere. Except as may be approved in writing by the Board, no sign shall be painted on any building wall or placed on any building so as to extend above the top of the roof or parapet wall, whichever is higher. Painted corporate logos or trademarks may be approved by the Board, based on size and designs submitted.

Real estate broker signs advertising any premises shall be permitted, with the following exceptions: 1) there shall be only one (1) sign per parcel; 2) there shall be no off premise

real estate signs; 3) for parcels less than 10 acres in size, the maximum size shall be 8 square feet; 4) for parcels greater than 10 acres, the maximum size shall be 32 square feet; and 5) the height of all real estate signs shall not exceed 7 feet.

The City as owner and developer of the Industrial Park Property may erect a sign or signs identifying, describing or advertising the Hobbs Industrial Air Park or any of its available land or buildings, including listings of individual lessees and owners, subject to approval of the Board.

B. Illumination Standards.

1) Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or building sites. All floodlighting fixtures shall be depressed ground level or screened from public view in a manner approved by the Board. Parking area lighting units, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style approved in writing by the Board. Flood light fixtures mounted on the building to shine away from the building are prohibited.

2) Flood light fixtures mounted on the building to shine away from the building are not permitted unless wall pack lighting fixtures are installed with appropriate glare shields. 400 Watt lighting and greater wattage bulbs are not permitted. All parcels must comply with the New Mexico Night Sky Act.

6. Off-Street Parking and Loading.

Off-street parking shall be required according to the City of Hobbs Municipal Code or Building Code, as applicable. No truck loading or unloading area shall be located on a building wall fronting on a major arterial or collector, or in the front setback of the parcel.

7. Utility Construction.

All Utilities to be constructed in the Hobbs Industrial Air Park, including telephone, electric and cable TV, shall be constructed underground, unless approved in writing by the Board.

D. Architectural Guidelines:

1. Site and Building Design Guidelines.

In general terms, the Board's overall goal for building and site standards is to achieve a unified site and building design concept which will be an asset to the Industrial Park. At the same time, the building must function in an efficient manner for its intended purpose; the design should be cost effective; and the facility will help improve the economy of Hobbs. The Board does not impose specific building or site details and enhancements, leaving specifics up to the owner/builder. However, some of the possible design improvements and architectural details available to consider are:

The site plan including landscaping placement and materials should present "a unified site and building concept" in such a manner that the overall site appearance is consistent with the Hobbs Industrial Air Park development guidelines. For all parcels on HIAP Entrance Road, the intent is for design and use of an industrial design and uses on the frontage of HIAP Entrance Road. The front of the building and the portion of the side exterior walls adjoining the front that will be easily visible from HIAP Entrance Road shall contain design and architectural features meeting these design standards.

Architectural details such as screening or parapet walls; contrasting color trim areas for trim areas, roof canopies, exterior doors; etc. should be utilized. Building trim and design features such as orientation to the visible side of the site for the building(s), with these areas allowed to be constructed of a pre-finished color metal should be considered. The exterior building color(s) and roof color should blend with the natural environment, with bright and shiny materials discouraged. Parapet or screening walls are encouraged to screen roof or ground mounted equipment easily visible from the street. The use of highly reflective roofing material is not acceptable unless screened from view by parapet walls.

For any specific site development, the building entryway should be visible with architectural accents from the street. Design features should be oriented to the visible side of the site. The visible side of the structures should be addressed with refinements constructed of a pre-finished color metal exterior material(s) or stucco or masonry with landscaping enhancements or screening walls encouraged along to shield any stand alone metal equipment buildings, transformers or trash dumpsters which are visible from the perimeter streets. Truck loading areas and employee parking areas greater than 10 parking spaces should be located on the least visible side if possible. Landscaping is not required in truck parking and storage areas.

2. Standards for Construction on Major Arterials and Collectors Streets.

The front of all buildings located on parcels on and fronting on a major arterial or a collector street, as defined by the Circulation Plan, shall be of brick, masonry, stone, stucco or a pre-finished color metal or other material approved by the Board.

3. Standards for Construction on Minor Streets.

The front of all buildings-that is, the side facing the street on which the building is deemed to front-shall be faced with concrete or brick masonry, stone, or other material approved by the Board. The facing shall be to a minimum height of four (4) feet and extend across the full front of the building. That portion of any building facing a side street other than the street on which the building fronts shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings, but need not be finished in a like manner as that portion of the building referred to as the front. It is the intent of this provision that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing and harmonious overall development of the industrial park. Except as otherwise provided herein, the sides and rear of all buildings shall be

finished in an attractive manner in keeping with the accepted standards used for industrial buildings subject to the approval of the Board.

3. Height of Buildings.

Buildings shall normally not exceed 50 feet in height, except in airport height zoning areas. The Board may consider reasonable requests for height variances, depending on the need of the particular industrial application or building requirement.

4. Exceptions.

Exceptions to the above construction standards shall be made for parcels serving the agri-business light industrial (green houses) and for airplane hangers to be constructed on Air Oriented Parcels.

5. Temporary Structures.

No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Board. All temporary structures used for construction purposes must receive approval by the Board with regard to location and appearance, and must be removed promptly upon completion of construction and that portion of the Building Site from which same are removed, restored to its original condition or to such condition as is otherwise required by this Declaration.

6. FAA Regulations.

All construction must comply with Federal Airport Authority regulations.

E. Submission Requirements For Plan Submission.

The Site Development Plan shall include:

- Parcel boundaries;
- North Arrow;
- Graphic scale;
- Existing topography at one- foot contour intervals;
- Proposed building locations, identities, drawings and square footages;
- Locations of walls and fences;
- Location of screening or buffering and type;
- Parking location, arrangement, aisles, number or spaces;
- Driveways, entrances, and exits;
- Grading plan (proposed topography and drainage courses);
- Streets (Right of Way, pavement widths) if any proposed;
- Sidewalk and paths;
- Existing and proposed utilities;
- Existing and proposed easements;

Landscaped areas outlined with general description
Type of plant materials and irrigation system proposed;
Drainage Plans as required by the City Engineer; and
Traffic Plans or Study, if deemed necessary by the City Engineer.

F. Design Standards for Specific Land Use Categories

1. Industrial - General

A. Land Use: Most common light industrial and manufacturing activities permitted in the City of Hobbs Industrial Air Park. As applicable, the City of Hobbs HIAP Industrial Park may specify additional parameters. The following uses are permitted, including but not limited to the following:

Oil Field Services; Assembly of Electronic or Mechanical Parts and Equipment; Electrical Construction and Electrical Service Facilities; Fabrication Shop; Freighthouse or Truck Terminal; Warehouse; Laboratory; Manufacturing of Consumer Goods to include but not be limited to appliances, garments, and similar products; furniture manufacturing, including finishing of furniture products; packaging of consumer goods as follows, but not limited to food products, cosmetics, pharmaceuticals, toiletries, etc.; processing and manufacture of food products to include bakery goods, candy, beverages, etc.; storage of products including but not limited to merchandise, domestic goods, raw materials, etc.; warehousing or wholesale distribution of goods; metal work and machine shops; heavy equipment sales, service and repair; telecommunications towers and structure, except that these shall only be located within areas that do not conflict with Airport Zoning Regulations and for on-site communication use only – no rental tower facilities are allowed; newspaper, printing shop and distribution of printed materials; sign construction and sales; and plant nursery; and all other types of light industry and warehousing.

Commercial uses may be allowed by the Board, however, each industrial parcel and activity may contain up to twenty percent (20%) of the gross floor area of the building to be used for associated commercial purposes to the specific industrial use. These uses could include, but are not limited to a sales office; factory outlet store; commercial sales of products manufactured or housed on the industrial site.

Residential uses are not permitted. All other uses or activities not specifically listed herein must be approved by the Board.

THE CITY OF HOBBS

Gary Don Reagan
MAYOR GARY DON REAGAN

ATTEST:

JAN FLETCHER
JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

Mike H. Stone
Mike H. Stone, City Attorney

STATE OF NEW MEXICO)
(SS.
COUNTY OF LEA)

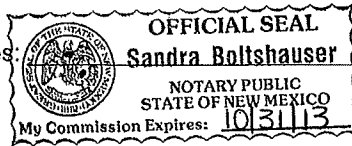
The foregoing instrument was acknowledged before me on this day of July 11, 2011, by Gary Don Reagan, as Mayor, of the City of Hobbs, to me personally known, who being by me duly sworn did say that he is the duly elected Mayor and signing officer of the City of Hobbs, and that said instrument was signed on behalf of said City, and Gary Don Reagan acknowledged said instrument, and acknowledged that he executed the same as his free act and deed and on behalf of the City.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public

Sandra Boltshauser

My Commission Expires:



STATE OF NEW MEXICO
COUNTY OF LEA
FILED

SEP 21 2011

at 10:48 o'clock A M
and recorded in Book _____
Page _____
Pat Chappelle, Lea County Clerk
By CS Deputy



35256



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: Purchase Cyber Recovery Solution
DEPT. OF ORIGIN: Information Technology Department
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Christa Belyeu, Assistant IT Director

Summary:

The IT Department is requesting to purchase a Cyber Recovery Solution to improve the security of our data and technological environment. This solution would be purchased from Dell on State Contract(60-00-15-00008AH). This is an air-gapped solution and consists of a combination of hardware, software, licensing and support. CyberVault is a proven cyber recovery solution with an automated recovery process. The software provides full content scanning and analysis of the entire environment which gives us the ability to identify a clean copy of data to restore into production in the event of a cyber-attack.

Fiscal Impact:

Reviewed By: Toby Spears
Finance Department

\$400,000 is included in the FY23 budget for this project. The project is currently projected to come in under the budget at \$346,078.35 for one-time licensing, training and implementation costs.

Onetime costs of the upgrade include:

- \$162,880.79 Hardware Costs
- \$129,851.00 Software/Licensing Costs
- \$48,946.56 Deployment/Implementation Costs
- \$4,400.00 Training

There are also recurring costs associated with this project:

- \$53,789 annual maintenance and support for hardware and software/licensing

Additional costs are not projected, but could be incurred up to the \$400,000 budget limit to include additional hardware, software or training as needed once the project begins. Training is expected to be virtual.

Attachments:

Quote – City of Hobbs Quote # 3000127175698.1 and City of Hobbs Quote # 3000126805783.2

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Christa Belyeu
Department Director

[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
File No. _____
Denied



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000126805783.2	Sales Rep	Tony Fisher
Total	\$93,770.76	Phone	(800) 456-3355, 80000
Customer #	93044026	Email	Tony_Fisher@Dell.com
Quoted On	Jul. 20, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 19, 2022		CITY OF HOBBS
Contract Name	Dell NASPO Computer Equipment PA - New Mexico		200 E BROADWAY ST HOBBS, NM 88240
Contract Code	C000000010852		
Customer Agreement #	MNWNC-108 / 60-000-15- 00008AH		
Solution ID	16419459.3		
Deal ID	22842935		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Tony Fisher

Product	Unit Price	Quantity	Subtotal
PowerProtect DD6400 - AMER	\$34,675.35	1	\$34,675.35
Dell EMC PowerProtect Data Manager Essentials - [AMER_PPDMESS_14830]	\$59,095.41	1	\$59,095.41

Subtotal:	\$93,770.76
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$93,770.76
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$93,770.76

	Quantity	Subtotal
PowerProtect DD6400 - AMER	\$34,675.35	1
Estimated delivery if purchased today:		\$34,675.35
Sep. 06, 2022		
Contract # C000000010852		
Customer Agreement # MNWNC-108 / 60-000-15-00008AH		

Description	SKU	Unit Price	Quantity	Subtotal
Controller DD6400 NFS CIFS	210-BCFX	-	1	-
SYSTEM DD6400 PSNT	321-BHJM	-	1	-
Dell Hardware Limited Warranty	877-3653	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	877-3672	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	877-3675	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
DD OS 7.7X=IA	619-ARIH	-	1	-
DD 10GBASE-T IO MODULE 4PORT NDC INTEL	492-BDES	-	1	-
DD6400 Field Install Kit	750-ADOJ	-	1	-
POWER CORD;DD NAMER 240V,6-15P,C13,6FT	450-AJDQ	-	1	-
LICENSE BASE DD OE=IA	149-BBKF	-	1	-
3 Years ProSupport Plus Mission Critical Operating Env Sftwr Spt- Maint	868-5904	-	1	-
3 Years ProSupport Plus Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Contract	868-5661	-	1	-
3 Years ProSupport Plus Mission Critical DD Cloud Tier Sftwr Spt- Contract	868-5928	-	1	-
ProDeploy Plus No Charge Training 500	812-4037	-	1	-
Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX	827-4637	-	1	-
Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX Deployment Verification	827-4638	-	1	-
DD 10GBASE-T ENET 4PT INTEL	492-BDEU	-	1	-
DD 10GSFP ENET 4PT INTEL	492-BDEW	-	2	-
XCVR 10GbE SR SFP Intel	407-BCUG	-	8	-
DD6400 Capacity License Bundle 1TBu=CC	149-BBKE	-	24	-
3 Years ProSupport Plus Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Maint	868-5703	-	24	-
DD6400 Cloud Tier 1TB =CC	151-BBRH	-	64	-
3 Years ProSupport Plus Mission Critical DD Cloud Tier Sftwr Spt- Maint	868-5939	-	64	-

	Quantity	Subtotal
Dell EMC PowerProtect Data Manager Essentials - [AMER_PPDMESS_14830]	\$59,095.41	1
Estimated delivery if purchased today:		\$59,095.41

Aug. 05, 2022
 Contract # C000000010852
 Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC PowerProtect Data Manager Essentials	210-AYMW	-	1	-

3 Years ProSupport Plus MissionCritical PowerProtect Data Mgr Essentials per TB SftwrSpt-Contract	849-3730	-	1	-
PowerProtect Storage Direct DD vD=IA	528-CRYV	-	1	-
PowerProtect Cyber Recovery=IC	528-CRYX	-	1	-
vRealize=IA	528-CRZJ	-	1	-
ProDeploy Plus No Charge Training 600	812-4009	-	1	-
ProDeploy Plus for PowerProtect Data Manager Essentials	852-7449	-	1	-
Dell EMC PowerProtect Data Manager Essentials=CA	528-CQFB	-	32	-
3 Years ProSupport Plus Mission Critical PowerProtect Data Mgr Essentials per TB Sftwr Spt-Maint	849-3719	-	32	-
Data Protection Central=CA	528-CPWX	-	32	-
PowerProtect Oracle RMAN Agent=CA	528-CPWY	-	32	-
PowerProtect Microsoft Agent=CA	528-CPWZ	-	32	-
PowerProtect Database Agent=CA	528-CPXB	-	32	-
EMC Granular Recovery Microsoft=CA	528-CPXD	-	32	-
PowerProtect Storage Direct for PMAX=CA	528-CRYS	-	32	-
vProtect=CA	528-CRYW	-	32	-
PowerProtect Storage Direct for XIO=CA	528-CRYZ	-	32	-
Cloud Disaster Recovery=CC	528-CRZC	-	32	-
PowerProtect Storage Direct for VMAX=CA	528-CRZG	-	32	-
RecoverPoint for VMs=IB	528-CRZD	-	320	-
Cloud Snapshot Manager SaaS=IB	141-BIBE	-	320	-
PowerProtect DD Virtual Edition=CA	528-CPXC	-	32	-
Dell EMC Cloud Tier=CA	528-CPXF	-	32	-

Subtotal:	\$93,770.76
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$93,770.76

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000127175698.1	Sales Rep	Lindsay Mcmanis
Total	\$252,307.59	Phone	(800) 456-3355, 6179129
Customer #	93044026	Email	Lindsay_Mcmanis@Dell.com
Quoted On	Jul. 22, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Aug. 21, 2022		CITY OF HOBBS
Contract Name	Dell NASPO Computer Equipment PA - New Mexico		200 E BROADWAY ST HOBBS, NM 88240
Contract Code	C000000010852		
Customer Agreement #	MNWNC-108 / 60-000-15- 00008AH		
Solution ID	16418952.7		
Deal ID	22842935		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Lindsay Mcmanis

Shipping Group 1 of 2

Shipping To	Shipping Method	Install At
CHRISTA BELYEU CITY OF HOBBS 200 E BROADWAY ST HOBBS, NM 88240-8425 (575) 397-9244	Standard Delivery	CITY OF HOBBS

Product	Unit Price	Quantity	Subtotal
CyberSense S/W - [AMER_CYBERSENSE_SUB_14710]	\$42,192.00	1	\$42,192.00
Additional DAEs - AMER	\$13,438.91	1	\$13,438.91
PowerProtect DD6400 - AMER	\$57,980.81	1	\$57,980.81

Non-tied Enterprise Deployment and Professional Services - [DELLSTAR_1211]	\$7,992.00	1	\$7,992.00
SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE	\$12,283.33	1	\$12,283.33
SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE REMOTE DEPLOY SERVICE	\$4,033.33	1	\$4,033.33
RHEL License_Red Hat Enterprise Linux,2SKT,1 Physical OR 2Guest,3Yr PREMIUM SUB,No Media,CUS	\$1,442.46	1	\$1,442.46
vCenter License_DataCenter Virtual & Cloud Infrastructure - vSphere, Cloud Foundation, vCenter - [DELLSTAR_1110_DATACENTER]	\$7,787.46	1	\$7,787.46
Vault Network_PowerSwitch S4148 - [AMER_S4148_12357]	\$14,864.98	1	\$14,864.98
SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE SUPPORT 3 YR	\$5,516.67	1	\$5,516.67
Remote Residency for Data Protection, 5 Days for 1 Week	\$4,546.12	4	\$18,184.48
vCenter License_DataCenter Virtual & Cloud Infrastructure - vSphere, Cloud Foundation, vCenter - [DELLSTAR_1110_DATACENTER] (2)	\$1,473.69	4	\$5,894.76
Education Training Credits 1 - Redeem at education.dellemc.com Expires 1 YR from orderdate	\$1.00	4400	\$4,400.00
CS - PowerEdge R750XS Tailor Made Instant Saving - [PE_R750XS_TM]	\$12,666.27	1	\$12,666.27
VAULT INFRA - PowerEdge R750XS Tailor Made Instant Saving - [PE_R750XS_TM] (2)	\$10,369.22	1	\$10,369.22
Backup and Test - PowerEdge R750XS Tailor Made Instant Saving - [PE_R750XS_TM] (3)	\$10,369.22	1	\$10,369.22
JUMP HOST - PowerEdge R250 - [AMER_R250_15318]	\$3,941.58	1	\$3,941.58

Shipping Group 2 of 2

Shipping To	Shipping Method
CHRISTA BELYEU CITY OF HOBBS 200 E BROADWAY ST HOBBS, NM 88240-8425 (575) 397-9244	Standard Delivery

ISG - Professional Services Cyber Recovery Runbook Design and Implementation	\$18,736.75	1	\$18,736.75
C2G 7ft Cat6a Ethernet Cable - Snagless Unshielded (UTP) - Bue - patch cable - 7 ft - blue	\$8.89	24	\$213.36

Subtotal:	\$252,307.59
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$252,307.59
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$252,307.59

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group 1 of 2, Details

Shipping To

CHRISTA BELYEU
CITY OF HOBBS
200 E BROADWAY ST
HOBBS, NM 88240-8425
(575) 397-9244

Shipping Method

Standard Delivery

Install At

CITY OF HOBBS

	Quantity	Subtotal
CyberSense S/W - [AMER_CYBERSENSE_SUB_14710]	1	\$42,192.00
Estimated delivery if purchased today: Aug. 09, 2022 Contract # C000000010852 Customer Agreement # MNWNC-108 / 60-000-15-00008AH		

Description	SKU	Unit Price	Quantity	Subtotal
CyberSense Software, Subscription	210-AXQX	-	1	-
36 Months ProSupport Mission Critical CyberSense Software Support Contract	844-4050	-	1	-
CyberSense Tier 1 36Mo PP Sub=CA	141-BIEG	-	32	-
36 Months ProSupport Mission Critical CyberSense Tier 1 Software Support-Maintenance	858-0187	-	32	-
ProDeploy Plus No Charge Training 300	812-4005	-	1	-
ProDeploy Plus for CyberSense	844-7060	-	1	-

	Quantity	Subtotal
Additional DAEs - AMER	1	\$13,438.91
Estimated delivery if purchased today: Aug. 17, 2022 Contract # C000000010852 Customer Agreement # MNWNC-108 / 60-000-15-00008AH		

Description	SKU	Unit Price	Quantity	Subtotal
ES40 SHELF 12G 15X8TB SAS Field DD6400	210-BCGF	-	1	-
Dell Hardware Limited Warranty	877-3727	-	1	-
ProSupport Plus Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years	877-3746	-	1	-
ProSupport Plus Mission Critical 7X24 Technical Support and Assistance 3 Years	877-3749	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
DD 3M SAS HD FLEX	470-ADZE	-	1	-
Prodeploy Plus for FSXX ESXX	827-5822	-	1	-
Prodeploy Plus for FSXX ESXX Deployment Verification	827-5823	-	1	-

	Quantity	Subtotal
PowerProtect DD6400 - AMER	1	\$57,980.81
Estimated delivery if purchased today: Sep. 08, 2022 Contract # C000000010852 Customer Agreement # MNWNC-108 / 60-000-15-00008AH		

Description	SKU	Unit Price	Quantity	Subtotal
Controller DD6400 NFS CIFS	210-BCFX	-	1	-
SYSTEM DD6400 PSNT	321-BHJM	-	1	-

Dell Hardware Limited Warranty	877-3653	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	877-3672	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	877-3675	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
DD OS 7.7X=IA	619-ARIH	-	1	-
DD 10GBASE-T IO MODULE 4PORT NDC INTEL	492-BDES	-	1	-
DD6400 1.92TB Internal Cache SSD	400-BMSJ	-	1	-
DD6400 Field Install Kit	750-ADOJ	-	1	-
POWER CORD;DD NAMER 240V,6-15P,C13,6FT	450-AJDQ	-	1	-
LICENSE BASE DD OE=IA	149-BBKF	-	1	-
3 Years ProSupport Plus Mission Critical Operating Env Sftwr Spt- Maint	868-5904	-	1	-
3 Years ProSupport Plus Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Contract	868-5661	-	1	-
3 Years ProSupport Plus Mission Critical DD Cloud Tier Sftwr Spt- Contract	868-5928	-	1	-
ProDeploy Plus No Charge Training 500	812-4037	-	1	-
Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX	827-4637	-	1	-
Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX Deployment Verification	827-4638	-	1	-
DD 10GBASE-T ENET 4PT INTEL	492-BDEU	-	1	-
DD 10GSFP ENET 4PT INTEL	492-BDEW	-	2	-
XCVR 10GbE SR SFP Intel	407-BCUG	-	8	-
DD6400 Capacity License Bundle 1TBu=CC	149-BBKE	-	40	-
3 Years ProSupport Plus Mission Critical Capacity Bundle 1TB Raw Sftwr Spt-Maint	868-5703	-	40	-
DD6400 Cloud Tier 1TB =CC	151-BBRH	-	208	-
3 Years ProSupport Plus Mission Critical DD Cloud Tier Sftwr Spt- Maint	868-5939	-	208	-
Education Services Cyber Recovery Design and Administration Instructor Led Training	879-8350	-	2	-

			Quantity	Subtotal
Non-tied Enterprise Deployment and Professional Services - [DELLSTAR_1211]	\$7,992.00		1	\$7,992.00

Estimated delivery if purchased today:
Aug. 01, 2022
Contract # C000000010852
Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
Education Services Data Protection and Management On Demand Training Expires 1 Year	862-8033	-	2	-
ProDeploy Additional Deployment Time:8 Hour Onsite Data Protection Technical Resource	823-9275	-	2	-
			Quantity	Subtotal

SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE

\$12,283.33 1 \$12,283.33

Estimated delivery if purchased today:
 Aug. 15, 2022
 Contract # C000000010852
 Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE	AB566819	-	1	-
			Quantity	Subtotal
		\$4,033.33	1	\$4,033.33

SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE REMOTE DEPLOY SERVICE

Estimated delivery if purchased today:
 Aug. 15, 2022
 Contract # C000000010852
 Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE REMOTE DEPLOY SERVICE	AB566826	-	1	-
			Quantity	Subtotal
		\$1,442.46	1	\$1,442.46

RHEL License_Red Hat Enterprise Linux,2SKT,1 Physical OR 2Guest,3Yr PREMIUM SUB,No Media,CUS

Estimated delivery if purchased today:
 Aug. 01, 2022
 Contract # C000000010852
 Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
Red Hat Enterprise Linux,2SKT,1 Physical OR 2Guest,3Yr PREMIUM SUB,No Media,CUS	528-BHPM	-	1	-
			Quantity	Subtotal
		\$7,787.46	1	\$7,787.46

vCenter License_DataCenter Virtual & Cloud Infrastructure - vSphere, Cloud Foundation, vCenter - [DELLSTAR_1110_DATACENTER]

Estimated delivery if purchased today:
 Aug. 09, 2022
 Contract # C000000010852
 Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
VMware vCenter Standard	210-AHRF	-	1	-
VMware vCenter 7 Standard,Per Instance,3YR VMware SNS	634-BFNE	-	1	-
ProSupport for Software, VMware, vCenter Standard, 3 Years	808-4221	-	1	-
ProSupport for Software, VMware, Contract, 3 Years	808-4209	-	1	-
			Quantity	Subtotal
		\$14,864.98	1	\$14,864.98

Vault Network_PowerSwitch S4148 - [AMER_S4148_12357]

Estimated delivery if purchased today:
 Aug. 17, 2022
 Contract # C000000010852
 Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Switch S4148T-ON, 1U, 48 x 10Gbase-T, 4 x QSFP28, 2 x QSFP+, IO to PSU, 2 PSU, OS10	210-ALSN	-	1	-
VLT Tech Sheet Document	343-BBRX	-	1	-
OS10 Enterprise S4148T-ON	619-AMJM	-	1	-
Dell EMC Networking S4100-ON Americas User Guide	343-BBGC	-	1	-

Dell Hardware Limited Warranty 1 Year	815-1401	-	1	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	815-1533	-	1	-
ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 3 Years	815-1541	-	1	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	815-1542	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	1	-
ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment	804-2147	-	1	-
ProDeploy Plus Dell Networking S Series 4XXX Switch - Deployment Verification	804-2148	-	1	-
ProDeploy Plus No Charge Training 500	812-4037	-	1	-
3 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	848-8535	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	450-AAFH	-	1	-

Quantity Subtotal

SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE SUPPORT 3 YR **\$5,516.67 1 \$5,516.67**

Estimated delivery if purchased today:
Aug. 15, 2022
Contract # C000000010852
Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
SEL OWL CYBER RECOVERY DATA DIODE MONITORING APPLIANCE SUPPORT 3 YR	AB566822	-	1	-

Quantity Subtotal

Remote Residency for Data Protection, 5 Days for 1 Week **\$4,546.12 4 \$18,184.48**

Estimated delivery if purchased today:
Aug. 01, 2022
Contract # C000000010852
Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
Remote Residency for Data Protection, 5 Days for 1 Week	848-9009	-	4	-

Quantity Subtotal

vCenter License_DataCenter Virtual & Cloud Infrastructure - vSphere, Cloud Foundation, vCenter - [DELLSTAR_1110_DATACENTER] (2) **\$1,473.69 4 \$5,894.76**

Estimated delivery if purchased today:
Aug. 09, 2022
Contract # C000000010852
Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
VMware vSphere Standard	210-AHRT	-	4	-
VMware vSphere 7 Standard, 1 CPU (max 32 cores/CPU socket), 3YR VMware SNS	634-BFMU	-	4	-
ProSupport for Software, VMware, vSphere Standard, 1 CPU, 3 Years	808-4212	-	4	-
ProSupport for Software, VMware, Contract, 3 Years	808-4209	-	4	-

	Quantity	Subtotal
Education Training Credits 1 - Redeem at education.dellemc.com	\$1.00 4400	\$4,400.00
Expires 1 YR from orderdate		
Estimated delivery if purchased today:		
Aug. 10, 2022		
Contract # C000000010852		
Customer Agreement # MNWNC-108 / 60-000-15-00008AH		

Description	SKU	Unit Price	Quantity	Subtotal
Education Services Training Credit - 1	812-5046	-	4400	-
			Quantity	Subtotal
		\$12,666.27	1	\$12,666.27

CS - PowerEdge R750XS Tailor Made Instant Saving - [PE_R750XS_TM]
 Estimated delivery if purchased today:
 Sep. 20, 2022
 Contract # C000000010852
 Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
No Rear Storage	379-BDTE	-	1	-
2 CPU Configuration	379-BDST	-	1	-
PowerEdge R750xs Server	210-AZYQ	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 16 Hard Drives (SAS/SATA)	321-BGRX	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x5	750-ADDY	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1) 1100W, Mixed Mode Titanium	450-AKLF	-	1	-
Riser Config 0, Half Length, Low Profile, 5x16 + 1x4 slots	330-BBTG	-	1	-
PowerEdge R750xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIF	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	1	-
No OCP 3.0 mezzanine NIC card, Blank Filler Only	330-BBTI	-	1	-

PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag R750xs	350-BCES	-	1	-
BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	1	-
BOSS S2 cables and Bracket for R750xs	403-BCNU	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750xs Shipping	340-CUUW	-	1	-
PowerEdge R750xs Shipping Material	343-BBQX	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge 2U CCC Marking, No CE Marking	389-DYMO	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-2676	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	859-2753	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	859-2759	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus No Charge Training 300	812-4005	-	1	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	12	-
2.4TB 10K RPM SAS ISE 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AVEZ	-	10	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BBVJ	-	2	-
			Quantity	Subtotal
VAULT INFRA - PowerEdge R750XS Tailor Made Instant Saving - [PE_R750XS_TM] (2)		\$10,369.22	1	\$10,369.22

Estimated delivery if purchased today:
Sep. 20, 2022
Contract # C000000010852
Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
No Rear Storage	379-BDTE	-	1	-
2 CPU Configuration	379-BDST	-	1	-
PowerEdge R750xs Server	210-AZYQ	-	1	-

Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 16 Hard Drives (SAS/SATA)	321-BGRX	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x5	750-ADDY	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1) 1100W, Mixed Mode Titanium	450-AKLF	-	1	-
Riser Config 0, Half Length, Low Profile, 5x16 + 1x4 slots	330-BBTG	-	1	-
PowerEdge R750xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIF	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	1	-
No OCP 3.0 mezzanine NIC card, Blank Filler Only	330-BBTI	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag R750xs	350-BCES	-	1	-
BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG	-	1	-
BOSS S2 cables and Bracket for R750xs	403-BCNU	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG	-	1	-
No Media Required	605-BBFN	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R750xs Shipping	340-CUUW	-	1	-
PowerEdge R750xs Shipping Material	343-BBQX	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge 2U CCC Marking, No CE Marking	389-DYMO	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-2676	-	1	-

ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	859-2753	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	859-2759	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus No Charge Training 300	812-4005	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	12	-
2.4TB 10K RPM SAS ISE 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AVEZ	-	10	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BBVJ	-	2	-

Quantity Subtotal

**Backup and Test - PowerEdge R750XS Tailor Made Instant Saving -
[PE_R750XS_TM] (3)** **\$10,369.22 1 \$10,369.22**

Estimated delivery if purchased today:
Sep. 20, 2022
Contract # C000000010852
Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
No Rear Storage	379-BDTE	-	1	-
2 CPU Configuration	379-BDST	-	1	-
PowerEdge R750xs Server	210-AZYQ	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 16 Hard Drives (SAS/SATA)	321-BGRX	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x5	750-ADDY	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1) 1100W, Mixed Mode Titanium	450-AKLF	-	1	-

Riser Config 0, Half Length, Low Profile, 5x16 + 1x4 slots	330-BBTG	-	1	-
PowerEdge R750xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIF	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	1	-
No OCP 3.0 mezzanine NIC card, Blank Filler Only	330-BBTI	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag R750xs	350-BCES	-	1	-
BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG	-	1	-
BOSS S2 cables and Bracket for R750xs	403-BCNU	-	1	-
No Quick Sync	350-BCER	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG	-	1	-
No Media Required	605-BBFN	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	1	-
PowerEdge R750xs Shipping	340-CUUW	-	1	-
PowerEdge R750xs Shipping Material	343-BBQX	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge 2U CCC Marking, No CE Marking	389-DYMO	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-2676	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	859-2753	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	859-2759	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus No Charge Training 300	812-4005	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	12	-
2.4TB 10K RPM SAS ISE 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AVEZ	-	10	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile	540-BBVJ	-	2	-

		Quantity	Subtotal
JUMP HOST - PowerEdge R250 - [AMER_R250_15318]	\$3,941.58	1	\$3,941.58

Estimated delivery if purchased today:

Aug. 04, 2022

Contract # C000000010852

Customer Agreement # MNWNC-108 / 60-000-15-00008AH

Description	SKU	Unit Price	Quantity	Subtotal
-------------	-----	------------	----------	----------

PowerEdge R250 Server	210-BBOP	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
3.5" Chassis with up to 2 Cabled Hard Drives and Software RAID	321-BGXH	-	1	-
Intel Xeon E-2336 2.9GHz, 12M Cache, 6C/12T, Turbo (65W), 3200 MT/s	338-CCLL	-	1	-
Heatsink for 80W or less CPU	412-AAPW	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s UDIMM	370-AGNY	-	1	-
SW RAID 1 for S150	780-BCMY	-	1	-
Software RAID Controller	780-BCGX	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Single, Cabled Power Supply, 450W Bronze	450-AKWN	-	1	-
No PCIe Riser	330-BBWM	-	1	-
Fan Blank	330-BBXB	-	1	-
PowerEdge R250 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, V2	329-BHEP	-	1	-
iDRAC9 Datacenter 15G	528-CRVW	-	1	-
OpenManage Enterprise Advanced Plus	528-CTZH	-	1	-
On-Board LOM	542-BBBP	-	1	-
No Bezel	350-BBBW	-	1	-
Dell EMC Luggage Tag	350-BCGO	-	1	-
iDRAC,Factory Generated Password	379-BCRG	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
Windows Server 2019 Standard,16CORE,FI,No Med, No CAL, Multi Language	634-BSFE	-	1	-
Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language	528-CFIB	-	1	-
1U/2U Static Rails for 2-Post and 4-Post Racks	770-BBHI	-	1	-
No Internal Optical Drive	429-ABLW	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R250 Shipping	340-CWTS	-	1	-
PowerEdge R250 Shipping Material	481-BBFQ	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge R250 CCC Marking, No CE Marking	389-EBRS	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	867-0424	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year	867-0554	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	867-0556	-	1	-
ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 3 Years	867-0568	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-

Dell Hardware Limited Warranty Plus On Site Service Extended Year	955-9041	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus No Charge Training 300	812-4005	-	1	-
16GB UDIMM, 3200MT/s, ECC	370-AGQU	-	1	-
2TB Hard Drive SATA 6Gbps 7.2K 512n 3.5in Cabled	161-BBHE	-	2	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	1	-

Subtotal:	\$233,357.48
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$233,357.48

Shipping Group 2 of 2, Details

Shipping To	Shipping Method
CHRISTA BELYEU CITY OF HOBBS 200 E BROADWAY ST HOBBS, NM 88240-8425 (575) 397-9244	Standard Delivery

	Quantity	Subtotal
ISG - Professional Services Cyber Recovery Runbook Design and Implementation	1	\$18,736.75
Estimated delivery if purchased today: Aug. 01, 2022 Contract # C000000010852 Customer Agreement # MNWNC-108 / 60-000-15-00008AH		

Description	SKU	Unit Price	Quantity	Subtotal
ISG - Professional Services Cyber Recovery Runbook Design and Implementation	838-1282	-	1	-

	Quantity	Subtotal
C2G 7ft Cat6a Ethernet Cable - Snagless Unshielded (UTP) - Bue - patch cable - 7 ft - blue	24	\$8.89
Estimated delivery if purchased today: Aug. 02, 2022 Contract # C000000010852 Customer Agreement # MNWNC-108 / 60-000-15-00008AH		

Description	SKU	Unit Price	Quantity	Subtotal
C2G 7ft Cat6a Ethernet Cable - Snagless Unshielded (UTP) - Bue - patch cable - 7 ft - blue	A7185069	-	24	-

Subtotal:	\$18,950.11
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$18,950.11

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.




CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 01, 2022

SUBJECT: State Contract Purchase of a VFD for Jefferson Booster Pump Station
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: July 14, 2022
SUBMITTED BY: Tim Woomey, Utilities Director

Summary:

The City of Hobbs Utilities Department requests the purchase of a 200 HP VFD utilizing State Contract number 70-000-17-00010. The purchase of this VFD would replace a VFD that is in need of major repairs and spare Parts have become obsolete. This VFD serves a critical function in providing the drinking Water for the City of Hobbs.

Fiscal Impact: \$84,328.07 (Including NMGR) *Reviewed By:* 

Finance Department

The total cost for the VFD is \$84,328.07, (Including NMGR) which will come from funds budgeted in the Utilities Enterprise Fund, account number 614061-44901-203.

Attachments:

- State Contract Number 70-000-17-00010
- Contract price quote

Legal Review:

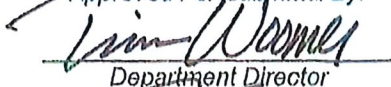
Approved As To Form: 

City Attorney

Recommendation:

Approve the purchase of an Eaton VFD for Jefferson Booster Pump Station at a cost of \$84,328.07.

Approved For Submittal By:


Department Director


City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS REQUISITION/QUOTE FORM

(Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

TO: CPO

VENDOR NAME:

1) Eaton Corporation
7800 Trade Center Ave
El Paso, TX 79912

2)

3)

FROM: Utilities Department

ADDRESS:

P: (M) 915-356-4175

DATE: 07/06/2022

PHONE/FAX NO:

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	200HP Enclosed VFD, 480 V per Eaton Proposal ELK1-220629-02-CS	\$78,950.00	\$78,950.00				
	Remove existing VFD/ MCC and install new VFD in their exact Location						
	Transfer existing Controls from the old VFD to the new VFD to provide the same functionality						
	Provide Start-UP & Commissioning on the VFD during the same mobilization.						
	3 Year Warranty is provided with the Eaton Stat-Up/Commissioning Service						
	Travel & Expenses are included.						
	NM GRT 6.8125%		\$5,378.07				
	TOTAL AMOUNT		\$84,328.07				
	DELIVERY DATE		50+ Weeks				
	ESTIMATED SHIPPING CHARGES		N/A				

CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. 70-000-17-00010 EXPIRATION DATE December 7, 2024

SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: Eaton Corporation POINT OF CONTACT: Carlos Santoyo (ELK1) (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO) _____

Account No. 614061-44901-203 Prepared By: Peter Zacharias Department Approval: *Lin Woomer*

WHITE-CPO PINK-Department

Response to Request for Proposal

CITY OF HOBBS - JEFFERSON STATION

COH - 200HP VFD Pump # 2 Replacement

Eaton Proposal Number ELK1-220629-02-CS

June 29, 2022



Presented By: Eaton Corporation
Electrical Engineering Services & Systems
7800 Trade Center Ave.
El Paso, TX 79912

Contacts:

Eaton Corporation
Electrical Engineering Service & Systems
Service Sales Representative:
Carlos Santoyo(ELK1)
Phone: (M)915-356-4175
Email: CarlosSantoyo@Eaton.com

Eaton Corporation
Electrical Engineering Service & Systems
Technical Application Support Engineer:
Carlos Santoyo
Phone: 915-356-4175
Email: CarlosSantoyo@eaton.com



Powering Business Worldwide

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Introduction

Thank you for considering **Eaton's Electrical Engineering Services & Systems (EESS)** for your Site Acceptance Testing requirements. Eaton's Electrical Engineering Services & Systems is an independent division within Eaton's manufacturing factories, thus can provide an unbiased evaluation of our own equipment and other manufacturer's equipment. With the purchase of services outlined in this proposal, an additional year of warranty will apply to the Eaton equipment provided for a total of **THREE YEARS OF EQUIPMENT AND LABOR WARRANTY at no additional charge.**

Qualifications

Eaton's Electrical Engineering Services & Systems is committed to providing the highest quality services, while providing advanced product-based solutions. Eaton implemented the following programs and procedures to establish a new level of excellence in field engineering service quality.

1. We have developed comprehensive standardized test procedures that meet or exceed industry standards. Our observance of such high-quality standards demonstrates our commitment to identifying any potential product deficiencies. All of this ensures that when we test a power distribution system, we can provide an accurate and impartial assessment of its suitability and reliability.
2. Eaton field personnel are certified to test per NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Certification Program. This program provides an independent verification of the capabilities, knowledge and experience of our field personnel for electrical testing.
3. All our field personnel are thoroughly trained, with lead personnel having extensive field service and project management experience. Our field personnel receive training by both Eaton and other vendors, through which they obtain a clear understanding of the entire equipment construction and assembly process. This preparation is advantageous in the field during commissioning and subsequent service work. Additionally, our field personnel have direct access to factory personnel, a benefit not always available to most independent service companies. Safety training related to Arcflash and OSHA requirements are also provided to all field service personnel, and we maintain safety training records.
4. We maintain an equipment calibration program in accordance with the International Standards Organization (ISO). Furthermore, we have invested in the latest technologically advanced field test equipment and diagnostic software.
5. Our field personnel have access to one of the largest groups of Power System Engineers, which are dedicated to the study of electrical power distribution systems. Their primary expertise involves performing technically independent power system studies, including short-circuit, coordination, load-flow, motor starting, harmonics and other power quality and system reliability related analysis.



Equipment Bill of Material

- Current Lead Times but Subject to Change – 50+ weeks
 - (1) – 200HP Enclosed Engineered VFD per attached BOM
 - Operator Elements are included
 - If approval dwgs are required, add 12 additional weeks to Current Lead Times
 - (1) – Factory Installed (Filter Pack) – Filtered Fan Assembly.
 - Freight Included

Scope of Work

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

- Provide (1) 200HP Enclosed VFD, 480V.
- Remove the (1) existing VFDs and install the (1) new VFD's in their exact location.
 - We will use the existing power cables.
 - The existing controls will be transferred from the old VFDs to the new VFDs to provide the same functionality with the assistance and direction of the facilities crew familiar with the control communication system.
 - Customer to provide a fork-lift or similar means to remove the equipment
 - Customer to provide a man lift that will fit inside the bldg. where the drive will be replaced
- Provide Start-Up & Commissioning on the VFD during the same mobilization.
 - A total of 3 years of warranty is provided with the Eaton Start-Up/Commissioning Services.
- Travel & Expenses have been included.

A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

Pricing

The following pricing is based on **State of NM General Services Department Statewide Price Agreement Number 70-000-17-00010** based on the GSA Contract: GS-06F-0023R. Price for Scope of Work and Bill of Material is as follows:

Price for the above scope of work is: $\$78,950.00 + \text{NM GRT } \$5,378.07(6.812\%) = \$84,328.07$ based on performing site work at a straight time rate, Monday through Friday, normal daytime business hours.

There is a factory price increase of $\$4000.00$ for this quote, if PO is received after July 22, 2022.

Order Entry

Please email an electronic copy of the purchase order to CarlosSantoyo@Eaton.com. To ensure proper order processing, please include the following information in the PO:

- Addressed to: Eaton Corporation
7800 Trade Center Ave.
El Paso, TX 79912

The Eaton proposal number as listed on page 1

- The ship-to address and site contact name, number and email
- The bill-to address and purchasing contact information

Qualifications / Clarifications

- **Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.**
- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs, including stand-by and re-connect services, are not included.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems the Current Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.
- *Waste Management:*
 - Proposal includes disposal of debris that is brought onto the construction site by Eaton and sub-contractors only. Disposal of materials removed or found onsite will be the responsibility of others.
 - Excavated soils are assumed to be non-contaminated and will be left onsite and smoothed flat
 - It is the responsibility of Customer to hire a local environmental engineering firm to perform any site-specific hazardous material testing
 - Handling or remediation of contaminated or hazardous materials or associated soil/air monitoring is not included with Eaton's scope of work.

Safety Clarifications

- Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
- To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
- For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
- Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two EESS personnel present. Additional charges will apply.

Testing Clarifications:

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified.
- All test results will be evaluated in accordance with manufacturer's published data.
- Customer to provide trip unit settings and/or relay logic configuration files for protective devices. Note: Eaton can provide an adder for the required power system studies and input/output logic.
- The isolation of cables for testing will be completed by opening the line and load devices only. No unbolting of cables for isolation has been included.

Safety Training of Eaton Field Personnel:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

Safety Arc-Flash Provisional Statement:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².

Division of Responsibility

Eaton Responsibilities:

- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.

- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- Eaton will provide and install safety locks and grounding, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
- Upon completion of work:
 - 1) Eaton will remove safety grounds installed by Eaton
 - 2) Eaton will remove safety locks installed by Eaton.

Customer Will Be Responsible for the Following:

- Providing free access to equipment within their facility.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Providing electricians to remove equipment covers and re-install the same when required.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a copy of the past maintenance records to Eaton personnel.
- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
- Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by CITY OF HOBBS - JEFFERSON STATION to evaluate and respond to this submittal. By accepting this submittal from Eaton, CITY OF HOBBS - JEFFERSON STATION agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

Terms and Conditions

Any order arising out of this offer will be governed by Price Agreement No. 70-000-17-00010, State of New Mexico Statewide Price Agreement, which is subject to Eaton Corporation GSA Contract No. GS-06F-0023R effective June 8, 2017 and valid until December 7, 2024. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable with net thirty (30) days from the date of each invoice.

Appendix A

Site Acceptance Testing Guidelines- LV EQUIPMENT

Adjustable Frequency Drive - Low Voltage

Mechanical and Visual Inspection

- Examined the adjustable frequency drive installation
 - Shipped loose and shipped short components
 - Shipping damage
 - Loose or obviously damaged components
 - Proper identification
 - Physical damage from installation
- Inspected:
 - Grounding connections
 - Insulators for evidence of physical damage or contaminated surfaces.
 - Wiring for damaged insulation, broken leads, proper crimping, and overall general condition
- Reviewed the AFD sizing with the motor sizing and application requirements.
- Reviewed automation system to be used (as applicable) with AFD
- Performed safety inspection of the AFD installation and its associated equipment.
 - Performed a walk around of the application and equipment to determine level of preparedness for operation.
 - Surveyed the installation environment to ensure it was safe and was within Eaton Electrical AFD ambient specifications for operation.
 - Established whether AFD testing was to be performed with or without its load attached.
 - Had end user representative prepare equipment if necessary.
- Reviewed AFD and its connected load for proper installation.
 - Incoming power, outgoing motor, and control wiring are each in their own conduit.
 - All wiring had been accomplished to manufacturer's specifications for the size of the AFD and its connected load.
 - The AFD was clean and free of installation debris, equipment, or tools.

Initial Energization

- Performed Pre-Power meter checks.
 - Confirmed all power sources were tagged and locked and were de-energized.
 - With motor leads disconnected from AFD performed insulation resistance testing on motor leads
 - Performed static checks in accordance with manufacturer's model-specific instructions
 - Performed diode checks of converter rectifiers
 - Performed diode checks of inverter IGBTs
 - Measured resistance to ground of positive and negative bus using a digital multi-meter
 - Measured and recorded insulation resistance of motor leads.
 - Measured and recorded impedance and insulation resistance of line reactor (if applicable), compare to nameplate.

- Measured and recorded insulation resistance of input isolation transformer (if applicable).
 - Performed initial power on safety checks.
- Confirmed that all power were still tagged and locked out to the AFD.
- If disconnected, reconnected the line and/or motor leads.
- Ensured all appropriate control wiring had been reconnected.
- Conducted a walk around of the AFD and its connected load.
- Removed tags and locks from the disconnect supplying power to the AFD disconnect.
- When safe, energized the disconnect device supplying power to the AFD disconnect.
- Measured the AC line voltage at the supply side of the AFD disconnect device.
- Recorded phase to phase voltage and phase to ground voltage to ensure:
 - Phase to phase were balanced within < 2%
 - Phase to ground were balanced within < 2%
- Measured and recorded DC bus voltage
- Setting the AFD Parameters
 - Programed AFD parameters as specified by the customer and in accordance manufacturer's model-specific instructions
 - Typical parameters would include
 - Motor name plate information
 - Accel/Decel times
 - Min/Max speeds
 - AFD controls
 - Motor protections
- Checked motor direction of rotation
 - Had customer representative confirm that the motor was ready to rotate.
 - Bumped the motor to check its direction of rotation in the following order:
 - Checked rotation from the AFD.
 - After checking AFD rotation if a bypass is used, checked rotation from the bypass.
- Operation of the Drive and Motor
 - It is preferred that the testing from this point on be done with the motor coupled to the normal operating load.
 - Testing of an unload application or just a motor is valid but should be noted in the commissioning documentation.
 - Performed operational checks in accordance with manufacturer's model-specific instructions
- Typical operational checks included
 - Measured and recorded motor voltage and compare to AFD display
 - Measured and recorded motor current and compare to AFD display
 - Measured and recorded line voltage and line current
 - Measured and recorded clean power rectifier lead voltages (CPX/CFX AFD's)
 - Performed full power motor run
 - Confirmed control systems function



Detail Bill of Material

Project Name:	Hobbs City Utility - 200HP Enclosed VFD-062922	Negotiation No:	EL820629X2K1
General Order No:		Alternate No:	0000

Item No.	Qty	Product	Description
001	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 200 HP (149 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 12 Enclosure

Catalog No EGS2404A2200B10000+
Designation 200HP N12

Catalog No	Qty	List of Materials
Circuit Breaker Engineered Options	1	Circuit Breaker
--->100KAIC Rated	1	Engineered Options
Start/Stop Buttons	1	--->100KAIC Rated
Light Kit	1	22mm Start (Green) & Stop (Red) Buttons - M22 Series
HOA Switch	1	22mm Power On (White), Drive Run (Green), & Drive Fault (Red) Light Kit - M22 Series
Speed Pot	1	22mm HOA Switch - M22 Series
Standard Enclosure	1	22mm Speed Pot - M22 Series
Varnished Boards (Standard)	1	DX Enclosure
	1	Varnished Boards (Standard)
	1	Special: DQ22016
	1	Special: pricing modification

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000067714
Eaton Corporation
8609 Six Forks Road
Raleigh, NC 27615
Email: Carolstovall@eaton.com
Telephone No.: (919) 870-3135

Number: 70-000-17-00010

Amendment No.: Two

Term: June 8, 2017 - December 7, 2024

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Clarke J. Fountain

Telephone No.: 505-827-0487

Email: Clarkej.Fountain@state.nm.us

Invoice:
As Requested

Title: Electrical Supplies and Installation

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 8, 2020 to December 7, 2024 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 8/17/2020

× This Agreement was signed on behalf of the State Purchasing Agent

Certificate Of Completion

Envelope Id: B7C422BE5BC54801BA4EBD42BC67F4EF
 Subject: Please DocuSign: SPD SPA
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Michael Saavedra
 13 Bataan Blvd
 Santa Fe, NM 87508
 Michael.Saavedra@state.nm.us
 IP Address: 174.237.136.66

Signatures: 1
 Initials: 0

Record Tracking

Status: Original
 8/17/2020 10:44:18 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Michael Saavedra
 Michael.Saavedra@state.nm.us
 Pool: StateLocal
 Pool: Carahsoft OBO State of New Mexico
 GSD-SPD

Location: DocuSign
 Location: DocuSign

Signer Events

Valerie Paulk
 valerie.paulk@state.nm.us
 State Purchasing Agent
 New Mexico General Services
 Signing Group: 35000 - State Purchasing Agent
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

Signature

Valerie Paulk
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.237.131.13
 Signed using mobile

Timestamp

Sent: 8/17/2020 10:45:25 AM
 Viewed: 8/17/2020 10:46:56 AM
 Signed: 8/17/2020 10:47:33 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/17/2020 10:45:25 AM
Certified Delivered	Security Checked	8/17/2020 10:46:56 AM
Signing Complete	Security Checked	8/17/2020 10:47:33 AM
Completed	Security Checked	8/17/2020 10:47:33 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.



SUSANA MARTINEZ
GOVERNOR

ED BURCKLE
CABINET SECRETARY

LAWRENCE O. MAXWELL
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico

General Services Department

GSD/SPD (Rev. 2/14)

ADMINISTRATIVE SERVICES DIVISION
(505) 827-2000

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

STATE PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-0442

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

June 7, 2017

MEMORANDUM

To: **Eaton Corporation**
From: Brittany Christiansen, State Purchasing Agent
RE: Price Agreement for 70-000-17-00010 (Eaton Corporation)

Please be advised the State Purchasing Agent is willing to establish a Price Agreement based upon your willingness to extend your pricing, terms and conditions based on Federal Supply Schedule **GS-06F-0023R** to the State of New Mexico subject to the following requirements:

1. Purchases based on 13-1-129 (A)(1) NMSA 1978 do not reflect actual purchases from a General Services Administration (GSA) contract, the vendor must agree to remit the 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.
2. Along with submitting the required fee, the vendor must also agree to, and actually supply the State of New Mexico, State Purchasing Division a quarterly usage report broken out, at a minimum, to the state agency and local public body level in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

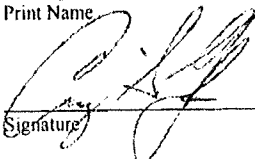
If you agree to the above conditions please sign at the space provided below and email back to ClarkeJ.Fountain@state.nm.us. If you have any further concerns please contact **Clarke Fountain (505) 827-1935**.

By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

Eaton Corporation
Company Name

Craig Gob
Print Name


Signature

Vice President / General Manager, EESS
Title

6/7/2017
Date

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NON-METRO AREA AGENCY ON AGING
DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Doug McDaniel, Recreation Director, and Angela Courter, Senior Affairs Coordinator

Summary:
The City of Hobbs Senior Center has submitted an Area Plan to Non-Metro Area Agency on Aging. The Non-Metro Area Agency on Aging has awarded the City of Hobbs Senior Center up to \$146,654.36. This resolution authorizes the City Manager to execute a contract with the Non-Metro Area Agency on Aging to receive funds to provide meal services for our senior citizens. It is anticipated that during FY23, the Senior Center will distribute approximately 46,000 meals.

Fiscal Impact: Reviewed by: [Signature]
Finance Department

There is a potential of receiving up to \$146,654.36 in grant money from this contract. The City of Hobbs is anticipating expenditures of approximately \$385,353 on meals and transportation during FY23 as noted in the attached Commitment of Local Funds document.

Attachments: Resolution, Contract with Non-Metro Area Agency on Aging, Assurances, Certification for Contracts, Certification Regarding Lobbying, Commitment of Local Funds

Legal Review: Approved As To Form: [Signature]
City Attorney

Recommendation:
Staff recommends approval of the Resolution to enter into a contract with the Non-Metro Area Agency on Aging.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied _____
Other _____ File No. _____

CITY OF HOBBS

RESOLUTION NO. 7232

A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO A CONTRACT WITH THE NEW MEXICO NON- METRO AREA AGENCY ON AGING

WHEREAS, the City of Hobbs City Commission has determined that there is a need to provide services for senior citizens; and

WHEREAS, the City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging; and

WHEREAS, the Non-Metro Area Agency on Aging has an estimated award to the City of Hobbs Senior Center up to \$146,654.36 to provide meal services for our senior citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Resolution and any contract to provide a commitment of local funding to the senior citizens program as a result of receiving a grant from the New Mexico Non-Metro Area Agency on Aging.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2022.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2022, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Hobbs, hereinafter referred to as the "Subrecipient Contractor."

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Subrecipient Contractor application or Service Delivery Plan attached by reference.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low

incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$146,654.36**. Said aggregate amount is to be derived from the following sources.
1. **\$23,944.01** from Title III-B of the OAA [Assistance Listing Number 93.044];
 2. **\$57,534.46** from Title III-C1 of the OAA [Assistance Listing Number: 93.045];
 3. **\$24,732.52** from Title III-C2 of the OAA [Assistance Listing Number: 93.045];
 4. **\$0** from Title III-D of the OAA [Assistance Listing Number: 93.043];
 5. **\$0** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
 6. **\$40,443.37** from the NMGAA-State/HB-2
- F. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor and expenditures must be allocated to these funds.
- G. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- H. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractor's own risk, and the Agency shall not be liable for such expenditures.
- I. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

- J. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- K. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 - 1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 - 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 - 3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the Agency by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or Agency holiday, the information shall be delivered by the close of business on the next business day.
 - 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
 - 5. Ensure consumer contact information is accurate in WellSky.
 - 6. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the Agency. Client contributions (program income) will be reported fully and in the service category generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
 - 7. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds

- (increases or decreases) will be provided in writing to the NCMEDD Non-Metro AAA.
8. Maintain communication and correspondence concerning clients' status with the Agency.
 9. Submit contingency plan to address unforeseen circumstances when service delivery is threatened.
 10. At a minimum, attend two (2) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings). Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
 11. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th working day of the month for prior month expenditures. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s). The Subrecipient Contractor shall submit expenditure and service delivery information to the Agency utilizing the OAA-SYS system provided by the Agency.
 - c. Supporting documentation to validate reported expenses to include general ledger, purchase orders and invoices.
 - d. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.
 - e. Quarterly program narrative reports by the 15th working day of the month following the end of the quarter.
 12. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 13. By October 1, 2022, Subrecipient Contractor agrees to bill Medicaid, or contract with the Agency to bill Medicaid, for Medicaid-eligible consumers enrolled in Medicaid-eligible services. Such services will not be eligible for Title III funds after October 1, 2022.
 14. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

- B. The Agency further abides to:
1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
 2. Maintain communication and correspondence concerning consumers' status.
 3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
 4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
 5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
 6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
 8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

- A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

- E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- G. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.
- H. *Incentive Compensation*
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is unallowable and will not be recognized by the Agency as a reimbursable expense.
- I. *Independent Audit*
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2022 through June 30, 2023. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.
1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
 2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
 3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
- J. *Equal Opportunity Compliance.*
The Subrecipient Contractor agrees to abide by all federal and state laws, rules, 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 Subrecipient Contractor agrees to assure 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 Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

K. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

L. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

M. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 2.A.2. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient

Contractor shall report all activities in its quarterly program reports submitted to the Agency.

N. *Consumer Feedback.*

The Subrecipient Contractor shall implement a mechanism for obtaining and evaluating consumer opinions of the quality of services received. Such mechanism must include consumer surveys and documentation of the resolution of service recipient complaints.

O. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in a format provided by the Agency.
- b. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- c. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- d. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- e. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2022, and terminate on June 30, 2023, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its

officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
 2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
 3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.
- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the

Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient

Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or

services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

16. MERGER

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

17. PENALTIES FOR VIOLATION OF LAW

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

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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 limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party'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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES

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

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
3900 Paseo Del Sol
Santa Fe, NM 87507

SUBRECIPIENT CONTRACTOR:

28. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no

further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2022.

City of Hobbs
Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

07/01/2022
Date

Assurances

Listing of Area Plan Assurances and Required Activities Older Americans Act, As Amended

GENERAL ASSURANCES

The area agency on aging, and its contractors, will comply with the Older Americans Act of 1965, as amended, and its implementing regulations. The area agency on aging, and its contractors, will comply with the US Department of Health and Human Services Grants Administration Regulations.

The area agency on aging, and its contractors, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual preference in administering programs or providing services.

The area agency on aging, and its contractors will, in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are made accessible to individuals with disabilities.

The area agency on aging, and its contractors, will comply with all applicable state and local laws, rules and regulations. The area agency on aging, and its contractors, will comply with all policies and guidelines issued by the NM Aging & Long-Term Services Department and the Governor of New Mexico.

The area agency on aging will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals only. The area agency may not require any provider of legal assistance to reveal information that is protected by attorney-client privilege. The area agency on aging, and its contractors, will maintain current affirmative action plans. In implementing personnel hiring procedures, older individuals will be given preference and elders will be actively recruited for all available positions.

The area agency on aging will assure that voluntary contributions from individuals served will be accepted and that procedures for documenting and safeguarding the collection and handling of such contributions have been established and are maintained. Contributions are not a requirement for participation in programs or receipt of services.

The area agency on aging will assure that amounts received under each part of the Older Americans Act will be expended in accordance with such part. The area agency on aging will assure that funds received under Title-III will be used only to pay costs incurred by the area agency to implement Title-III.

The area agency on aging will assure that it will list its telephone number in each telephone directory that is published by the provider of local telephone service for residents in any geographic area that lies in whole or in part in the planning and service area(s) administered by the area agency.

The area agency on aging will assure that its nutrition contractors offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.

The area agency on aging will assure that its nutrition services contractors will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The area agency on aging will assure that contractors providing services will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her well-being;
- the right to participate in planning or providing input regarding services provided;
- the right to voice a grievance with respect to any service that is, or fails to be, provided, without discrimination or reprisal as a result of voicing such grievance;
- the right to confidentiality of records relating to services provided.

ORGANIZATION

The area agency will, through a comprehensive and coordinated system, provide for supportive services, nutrition services and the establishment, construction and maintenance of senior centers within the planning & service area(s) administered by the area agency. The area agency will determine the extent of need for supportive services, nutrition services and senior centers within the planning & service area(s).

The area agency will assure that planning efforts and service delivery will address the needs of older individuals with greatest economic need and with greatest social need, with particular attention to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, Native American Indian elders and individuals at risk of institutional placement.

The area agency will evaluate the effectiveness of the use of resources in meeting needs, including the efforts of voluntary organizations in the community, and will enter into agreements with providers of supportive services, nutrition services, and senior center services to meet identified needs.

The area agency will serve as an advocate and focal point for older individuals within the planning and service area(s), in cooperation with other agencies, organizations and individuals, by monitoring, evaluating and commenting upon policies, programs and actions which affect older individuals.

The area agency will facilitate area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, consistent with self-directed care, by:

- Collaborating, coordinating and consulting with local public and private agencies and organizations responsible for administering programs, benefits and services related to providing long-term care.
- Conducting analyses and making recommendations regarding strategies for modifying the local system(s) of care to be responsive to local needs and preferences, facilitating service provision and targeting services to older individuals at risk of institutional placement to enable them to remain in their own homes and communities.
- Implementing, through the area agency or its contract providers, evidence-based programs to assist older individuals and family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease and/or disability.
- Providing for the availability and distribution of information about the need to plan for long-term care, resources available (both public and private), and options for long-term care.

The area agency will make use of trained volunteers in providing direct services to older individuals and individuals with disabilities and will work in coordination with organizations that have experience in providing training, placement and stipends for volunteers/participants (such as organizations sanctioned by the Corporation for National and Community Service).

The area agency will establish effective and efficient procedures for coordination with other Older Americans Act-funded entities conducting programs within the planning and service area(s) administered by the area agency, with entities conducting other federal programs for older individuals and with the state-designated mental health authority.

The area agency will work in coordination with the NM Behavioral Health Collaborative to increase awareness of mental health disorders, remove barriers to mental health diagnosis and treatment and coordinate mental health services provided in the community.

The area agency will coordinate activities and develop long-range emergency preparedness plans in collaboration with local and state governments and other entities that have responsibility for disaster relief service delivery.

The area agency will establish an advisory body consisting of older individuals (including minority individuals and individuals residing in rural areas) who are participants, or eligible to participate in, area agency or contract provider programs; family caregivers of such individuals; service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public. The advisory body will provide advice to the area agency on all matters related to the development of the area plan, administration of the plan and programs and operations conducted.

The area agency will make recommendations to government officials in the planning and service area(s) administered, and collaborate with such officials to build capacity in order to meet the following needs of older individuals, including, but not limited to:

- health & human services;
- transportation;
- housing;
- land use;
- workforce & economic development;
- civic engagement;
- education;
- recreation;
- public safety;
- emergency preparedness.

The area agency will demonstrate the ability to develop an area plan and to administer, directly or through contractual or other arrangements, programs and services within the planning and service area(s) in accordance with the plan.

The area agency will assure that no officer, employee, or other representative of the area agency is subject to a conflict of interest prohibited under the Older Americans Act; and that mechanisms are in place to identify and remove conflicts of interest should they so occur.

AREA PLANS

The area agency on aging will assure that it will develop and submit to the Aging & Long-Term Services Department for approval, in accordance with a uniform format developed by the Department, an area plan meeting the requirements of the Older Americans Act.

The area agency on aging agency will assure that an adequate proportion of the amount allotted under Title-III B to the planning and service area(s), as required under the Older Americans Act, will be expended for the delivery of services in each of the following categories:

- services associated with access to services (transportation, health & mental health services, outreach, information and assistance, benefits counseling and case management);
- in-home services, including supportive services for families of older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction; and
- legal assistance.

The area agency on aging agency will assure that it will report annually to the Aging & Long-Term Services Department the amount of funds expended for each such category during the fiscal year most recently concluded.

The area agency on aging agency will assure that it will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, including specific objectives for providing services to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk of institutional placement; and will include proposed methods of achieving these objectives in the area plan.

The area agency on aging agency will assure that it will coordinate planning, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk of institutional placement, with organizations that develop or provide services for individuals with disabilities.

The area agency on aging agency will assure that it will maintain the integrity and public purpose of services provided and service providers, in all contractual and commercial relationships.

The area agency on aging agency will assure that it will include in each agreement made with a provider of any service under this title, a requirement that such provider will:

- specify how the provider intends to satisfy the service needs of low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas, in the area served by the provider;
- to the maximum extent feasible, provide services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas in accordance with their need for such services; and
- meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging will:

- identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area(s);
- describe the methods used to satisfy the service needs of such older individuals; and
- provide information on the extent to which the area agency on aging met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging agency will assure that it will use outreach efforts to identify individuals eligible for assistance under this Act, with special emphasis on:

- older individuals residing in rural areas;
- older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with severe disabilities;
- older individuals with limited English proficiency;
- older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction (and the caregivers of such individuals); and
- older individuals at risk for institutional placement;

and inform the older individuals referred to in the preceding bullets, and the caregivers of such individuals, of the availability of such assistance.

The area agency on aging will assure that it will provide information concerning services to Native American Indian elders, including:

- Where there is a significant population of Native American Indian elders in the planning and service area, assure that the area agency on aging will pursue activities, including outreach, to increase access for those Native American Indian elders to programs and benefits provided under Title-III.
- Assure that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under Title-III with services provided under Title-VI.
- Assure that the area agency on aging will make services available to Native American Indian elders to the same extent as such services are available to other older individuals within the planning and service area(s).

The area agency on aging agency will assure that it will disclose to the Assistant Secretary of the federal Administration on Aging and to the NM Aging & Long-Term Services Department:

- the identity of each non-governmental entity with which such area agency has a contract or commercial relationship relating to providing any service to older individuals; and
- the nature of such contract or such relationship.

The area agency on aging will assure that a loss or diminution in the quantity or quality of services provided, or to be provided, has not resulted, and will not result, from such non-governmental contract(s) or such commercial relationship(s). The area agency on aging will assure that the quantity or quality of services to be provided will be enhanced as a result of such non-governmental contracts or commercial relationships. The area agency will assure that will it conduct periodic evaluations of contract providers, including evaluations of the effectiveness of services provided to individuals.

The area agency on aging agency will assure that it will, at the request of the Assistant Secretary of the federal Administration on Aging or the NM Aging & Long-Term Services Department, for the purpose of monitoring compliance (including conducting an audit), disclose all sources and expenditures of funds such area agency receives or expends to provide services to older individuals.

The area agency on aging will assure that if case management services are offered, the area agency will comply with all requirements specified in the Older Americans Act.

The area agency will assure that, if a substantial number of the older individuals residing in its planning and service area(s) are of limited English proficiency, then the area agency will:

- Utilize in the delivery of outreach services, workers who are fluent in the language(s) spoken by the individuals who are of limited English proficiency.
- Designate an individual employed by the area agency, or available to the area agency, whose responsibilities include:
 - taking such action as may be appropriate to assure that counseling assistance is made available to older individuals with limited English proficiency in order to assist them in participating in programs and receiving assistance; and
 - providing guidance to individuals engaged in the delivery of supportive services to enable such individuals to be aware of and sensitive to linguistic and cultural diversity.

ADDITIONAL REQUIREMENTS

The area agency on aging will assure that it will hold public hearings, and use other means, to obtain the views of service recipients and other older individuals, service providers, caregivers, and other interested persons and entities in regard to policy development and the delivery of services and programs.

The area agency will assure that it will:

- afford an opportunity for a public hearing upon request, in accordance with published procedures, to any provider of, or applicant to provide, services;
- establish grievance procedures required by the Older Americans Act for individuals who are dissatisfied with or denied services; and,
- afford an opportunity for a hearing, upon request, by a provider of (or applicant to provide) services, or by any recipient of services regarding any waiver request.

The area agency will assure that it will prepare and submit reports, in such form, and containing such information, as the Aging & Long-Term Services Department may require, and comply with such requirements as the Department may impose to insure the correctness of such reports.

The area agency will assure that no supportive services, nutrition services, or in-home services are directly provided by the area agency, unless, in the judgment of the Aging & Long-Term Services Department:

- provision of such services by the area agency is necessary to assure an adequate supply of such services;
- such services are directly related to the area agency's administrative functions; or
- such services can be provided more economically, and with comparable quality, by such area agency on aging.

Signature and Title of Authorized Official
Manny R. Gomez

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Hobbs Senior Center	New Mexico	
Organization	State	
Hobbs City Manager		
Authorized Signature	Title	Date
Manny R. Gomez		

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

City of Hobbs Senior Center	New Mexico
Organization	State

Authorized Signature	Title	Date
Manny R. Gomez	Hobbs City Manager	

Printed Name of Authorized Signatory



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: APPROVE A RESOLUTION TO RENEW AND AMEND (SECOND CONTRACTUAL AMENDMENT 2022) THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND LIFE SKILLS FORE YOUTH OF THE PECOS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- One of the missions at Rockwind Community Links is to grow the game of golf by offering various junior golf programs. The First Tee continues to play an important role in teaching not only golf but life skills. In June 2019, the Commission, via Resolution, approved a Professional Services Agreement with a term of one year, and with three additional one year renewal options. The first of these options was approved via Resolution in June 2020, and the second, as amended for the first time with the addition of Junior Bill funding in July 2021. If approved, as amended for the second time as Junior Appropriation Bill funding has increased for FY23, **the third and final of the three renewal options would commence.**
- The City of Hobbs has received \$80,000 from the SB1 Junior Appropriation Bill. These funds will assist in the City's funding of the First Tee Program of which the funded amount will not change from the previous \$109,560.
- The City will contribute \$29,560 with SB1 funding \$80,000 for a total of \$109,560. The First Tee will be responsible for submitting invoices to be reimbursed for eligible expenses up to \$80,000 which must be expended by June 30, 2023. Expenses in the following categories are eligible for reimbursement: Personnel, Other Operating, Capital, Other.
- During FY22, the First Tee at Rockwind Community Links has held a variety of camps, clinics, and outreach activities to include the National School Program, in which approximately 6,000 boys and girls have participated. As required in the agreement, the City of Hobbs will also provide a maximum of two (2) fundraising golf tournaments.

Fiscal Impact

Reviewed by: _____

Finance Department

The City of Hobbs has included \$109,000 in the Rockwind Community Links budget to fund the operation of the First Tee program. The funds are budgeted in account 180-184316-42601. (Professional Services) In addition, pass thru legislative funds of \$80,000 will need to have a future BAR adjustment in the legislative special revenue funds along with a future reclassification of expenditures. (Budget adjustment/reclassification 210-219999-30718-00323 revenue; 210-42601-00323 expenditure)

Attachments: Resolution, Amendment, Copy of the Professional Services Agreement, Copy of SB1 Information

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission consider approving the Resolution to extend and amend (Second Contractual Amendment – 2022) the Professional Services Agreement Between the City of Hobbs and Life Skills Fore Youth of the Pecos at a cost of \$29,560 to include \$80,000 in funding from SB1.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

CITY OF HOBBS

RESOLUTION NO. 7233

A RESOLUTION TO RENEW AND AMEND (SECOND CONTRACTUAL AMENDMENT) THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND LIFE SKILLS FORE YOUTH OF THE PECOS

WHEREAS, on June 03, 2019, the City of Hobbs and Life Skills Fore Youth of the Pecos entered into a Professional Services Agreement for operation of the First Tee Program at Rockwind Community Links; and

WHEREAS, the original one-year term expired on June 30, 2020, and the Agreement allows for the renewal of the Agreement for up to three (3) one-year extensions with the mutual agreement of the parties; and

WHEREAS, the parties executed the first one-year extension on June 15, 2020, via Resolution No. 6947 and the renewals contemplated by Section 4.0 of the Agreement require that all options must be renewed by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the third and final one-year extension of the original term of the Professional Services Agreement, as amended, between the City of Hobbs and Life Skills Fore Youth of the Pecos is approved and that the Mayor and City Manager shall be authorized to execute any and all necessary documents to accomplish the same.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

SECOND CONTRACTUAL AMENDMENT (2022)
**AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND
LIFE SKILLS FORE YOUTH OF THE PECOS**

WHEREAS, on June 03, 2019, the City of Hobbs City Commission approved a professional services agreement between the City of Hobbs ("City") and Life Skills Fore Youth of the Pecos ("Life Skills") (a/k/a Life Skills Fore Youth of Southeastern New Mexico) (*attached hereto and incorporated herein as Exhibit 1*); and

WHEREAS, the original term of the Agreement was for one year with the option of three one-year renewals; and

WHEREAS, Section 2.0 titled "City's Contribution" sets forth payment of services by the City on a quarterly basis in an aggregate sum of One Hundred and Nine Thousand, Five Hundred and Sixty Dollars (\$109,560.00); and

WHEREAS, Senate Bill (SB) 1 Junior Appropriation funds have been appropriated to the City of Hobbs "for a youth golf program in Hobbs" in the amount of Eighty Thousand Dollars (\$80,000.00) with an appropriation number of 22-ZG9305 and a reversion date of June 30, 2023; and

NOW THEREFORE, for good and valuable consideration acknowledged by the City and Life Skills, pursuant to Section 6.10 of the 2019 Agreement, the City and Life Skills mutually agree to amend Section 2.1 of the Agreement as follows:

- 2.1 The City of Hobbs shall pay Life Skills a sum not to exceed ONE HUNDRED AND NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$109,560.00). The aforesaid amount shall consist of TWENTY NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$29,560.00) from the City as budgeted in the FY22-23 annual budget and EIGHTY THOUSAND DOLLARS (\$80,000.00) as appropriated by SB1 (22-ZG9305 *attached hereto and incorporated herein*). The aforesaid TWENTY NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$29,560.00) shall be paid in quarterly installments of \$7,390.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2022; the second shall be due on or after January 1, 2023; the third payment on or after April 1, 2023; and the last payment on or after June 1, 2023. The aforementioned EIGHTY THOUSAND DOLLARS (\$80,000.00) shall be paid on a cost reimbursement basis as required by the Department of Finance and Administration Appropriation Number 22-ZG9305. Pursuant to DFA requirements, Life Skills will submit to the City the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The City will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which Life Skills requests reimbursement must occur prior to the reversion date. The latest date Life Skills may submit a Request for Payment is July 14, 2023. With the submission of the final Exhibit A: Request for Payment, Life Skills must include a completed Exhibit B: Final Report form in order to receive the final reimbursement. Life Skills shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

Any language not specifically identified above shall remain in full force and effect through the remainder of the Agreement term as set forth in Section 4.0 of the Agreement.

[Required Signatures on Next Page]

LIFE SKILLS FOR YOUTH OF THE PECOS

BY: _____ **Date:** _____
Adrienne Fields, Executive Director
Life Skills Fore Youth of Southeastern New Mexico

CITY OF HOBBS

BY: _____ **Date:** _____
Sam D. Cobb
Mayor

BY: _____ **Date:** _____
Manny Gomez
City Manager

ATTEST:

By: _____ **Date:** _____
City Clerk

Approved as to Form:

By: _____ **Date:** _____
Efren A. Cortez
City Attorney

By: _____ **Date:** _____
Attorney for Life Skills Fore Youth Of
Southeastern New Mexico

PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – LIFE SKILLS FORE YOUTH OF THE PECOS

WHEREAS, Section 3-17-1, NMSA 1978, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to Section 13-1-126, NMSA 1978, as amended, has conducted a good faith review of available sources and resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW, THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Life Skills Fore Youth of the Pecos (hereinafter referred to as "Life Skills") hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 Life Skills will provide the following services:

1.1.1 Provide coaches to deliver golf skills and life skills instruction to the youth of the City of Hobbs under The First Tee of Southeastern New Mexico program;

1.1.2 Provide all equipment, instructional materials and other programming materials for The First Tee of Southeastern New Mexico program;

1.1.3 Provide all program management resources including scheduling of class sessions and staff, registration, collection of program fees and supervision for The First Tee of Southeastern New Mexico program;

1.1.4 Provide all coach and volunteer training required for The First Tee of Southeastern New Mexico program delivery. Additionally, perform comprehensive background checks of all coaches and volunteers to help ensure the safety and well-being of the participants of The First Tee of Southeastern New Mexico program ;

1.1.5 Allow for The First Tee of Southeastern New Mexico brand and logo usage on Rockwind Community Links marketing materials;

1.1.6 Provide official designation of Rockwind Community Links as a "The First Tee of Southeastern New Mexico Program Location";

1.1.7 Provide on-site signage regarding The First Tee of Southeastern New Mexico;

1.1.8 Recognize Rockwind Community Links in marketing and sponsorship materials including The First Tee web site;

1.1.9 Provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

1.2 All persons retained by Life Skills to provide the services required by this Agreement shall be employees, volunteers or contractors of Life Skills, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for Life Skills.

1.3 It is expressly understood and acknowledged that Life Skills is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 CITY'S CONTRIBUTION

2.1 The City of Hobbs shall pay Life Skills a sum not to exceed ONE HUNDRED AND NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$109,560). The aforesaid amount shall be paid in quarterly installments of \$27,390, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2019; the second shall be due on or after January 1, 2020; the third payment on or after April 1, 2020; and the last payment on or after June 1, 2020. Life Skills shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.2 City will provide access to dedicated driving range and practice areas to deliver The First Tee of Southeastern New Mexico program including the Life Skills Experience. Access to the driving range and practice areas shall be coordinated and approved by the Rockwind Community Links General Manager.

2.3 City will allow members of The First Tee of Southeastern New Mexico, during non-program times, to use the driving range/golf course located at Rockwind Community Links at a discounted First Tee rate. This rate will be designated by Rockwind Community Links and Rockwind Community Links will retain this income.

2.4 City will provide areas at Rockwind Community Links to certify program participants

and to deliver life skills classroom instruction. The designation and use of such areas at Rockwind Community Links will be at the sole discretion of the Rockwind Community Links General Manager.

2.5 City will strive to provide Rockwind Community Links staff time, outside the times of their official duties and capacities for the City, for program instruction and/or other programming organizational needs if possible. The designation and use of such staff will be at the sole discretion of the Rockwind Community Links General Manager. Staff will not be compensated for assisting The First Tee of Southeastern New Mexico at Rockwind Community Links.

2.6 City will provide the use of the Rockwind Community Links golf course facility for a maximum of two (2) special fundraising golf events specifically for Life Skills. The designation of dates and use of the facility for such fundraising events shall be coordinated and approved by the Rockwind Community Links General Manager.

2.7 City will assist with raising awareness of Life Skills through City marketing materials, marketing programs and appropriate signage.

2.8 City will strive to provide Life Skills staff opportunities, where appropriate, for employment and career training in golf course operations. Life Skills staff will not be employees of nor will they be compensated by City for this training.

2.9 City will help to identify and recruit program volunteers to assist with program delivery, transportation and other tasks related to programming, excluding City staff.

2.10 Life Skills shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, Life Skills shall make no claim against City for staffing, program materials, operating expense, travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 INSURANCE

Life Skills shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability and workers' compensation insurance policies.

4.0 TERM

The duration of this agreement will be for one year from the date of signatures below with the option to renew, by mutual agreement between the City and Life Skills for three additional one year terms. All options must be renewed by Resolution. With mutual agreement between the parties, either party may terminate this agreement by giving notice at least 120 days prior to the end of any one-year term.

5.0 LOGO USAGE

Under the terms of this agreement, there are specific uses of The First Tee of Southeastern New Mexico logo that are allowable. Misuse of the logo could result in breach of contract. The following requirements must be followed anytime The First Tee of Southeastern New Mexico logo is utilized:

5.1 All of the name "The First Tee of Southeastern New Mexico" must be used rather than dropping "The" or "of Southeastern New Mexico" from the name;

5.2 The ® must be included with the first usage of the trademark text unless the logo appears before the text;

5.3 Never use the individual elements of the logo alone or in less than the full design;

5.4 The Chapter must reproduce the secondary mark from artwork or digital files initially obtained from the home office.

6.0 MISCELLANEOUS PROVISIONS

6.1 Life Skills shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

6.2 Life Skills represents and warrants that the information given to City in support of its request for City's contribution as outlined in this agreement is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

6.3 Life Skills agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, Life Skills agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by Life Skills pursuant to this Agreement.

6.4 Life Skills shall give City prompt and timely notice of any claim made or suit instituted against Life Skills which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

6.5 Life Skills agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of Life Skills

rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

6.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico and the parties agree that any dispute arising out of this agreement shall be heard in the Fifth Judicial District Court of Lea County, New Mexico.

6.7 The parties agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties. City may cancel this Agreement without further responsibility to provide services on behalf of Life Skills if the legality of such is challenged.

6.8 If Life Skills obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate Life Skills to secure such services.

6.9 This is a personal services contract and neither City nor Life Skills may assign this Agreement, or any interest herein, without prior written approval of the other.

6.10 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

6.11 Life Skills grants the City the ability to audit Life Skills' financial standing and all relevant financial documents and information related to the operations of the First Tee Program. Life Skills must submit a Related Party Disclosure Form.

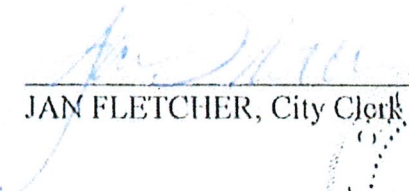
6.12 The City will not act as a trustee for any funds or revenues generated by Life Skills to include sponsorship fees, tournament/green fees, or any other revenue. Said revenue will be collected and retained by Life Skills staff without exception.

6.13 Life Skills will not issue credit cards drawn on any First Tee account to any City staff.

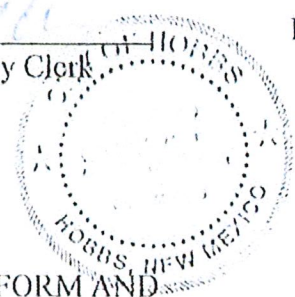
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd day of June, 2019.


ATTEST:

THE CITY OF HOBBS, NEW MEXICO



JAN FLETCHER, City Clerk




By: 

SAM D. COBB, Mayor

MANNY GOMEZ, Acting City Manager


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



EFREN CORTEZ, City Attorney

ATTEST:

LIFE SKILLS FOR YOUTH OF THE PECOS

By: 

ADRIENNE FIELDS, Executive Director
The First Tee of Southeastern New Mexico

APPROPRIATION RECIPIENT:

City of Hobbs

APPROPRIATION NUMBER: APPROPRIATION AMOUNT: REVERSION DATE:

22-ZG9305

\$ 80,000

June 30, 2023

APPROPRIATION LANGUAGE

Eighty thousand dollars (\$80,000) to contract for a youth golf program in Hobbs. Funds unexpended by June 30th, 2023, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 14th, 2023. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **City of Hobbs**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **22-ZG9305 in the amount of \$80,000.**

Donnie Quintana
Director, Local Government Division

Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 1, 2022

SUBJECT: APPROVE A RESOLUTION TO RENEW AND AMEND (FIRST CONTRACTUAL AMENDMENT 2022) THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND THE BOYS AND GIRLS CLUB OF HOBBS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: July 25, 2022
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- Previously, the City of Hobbs and The Boys and Girls Club of Hobbs have entered into a Professional Services Agreement since the Club has the technical and professional experience to operate a nine (9) week Summer Program. The Club will also operate, concurrently, a Special Needs program and will hire staff to supervise both of these programs. Additionally, the Club will also enter into a contract with Gus Macker for the operation of the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam & Jam, and will also provide scorekeepers and the Head Referee for this event.
- In July 2019, the Commission, approved a Professional Services Agreement with a term of one year, and with three additional one year renewal options. The first of these options was approved via Resolution in June 2020, and the second, in June 2021. If approved, as amended for the first time with the inclusion of Junior Appropriation Bill funding, the third and final of the three renewal options would commence.
- The City of Hobbs has received \$50,000 from the SB1 Junior Appropriation Bill. These funds will assist in the City's funding of the Boys and Girls Club youth development programs of which the funded amount will change from the previous \$69,000 to a total of \$119,000.
- The City's annual contribution will not change from \$69,000, which was called for in the initial agreement. With the SB1 funding of \$50,000, the total contribution will become \$119,000, as amended for FY23. The Club will be responsible for submitting invoices to be reimbursed for eligible expenses up to \$50,000 which must be expended by June 30, 2023. Expenses in the following categories are eligible for reimbursement: Personnel, Other Operating, Capital, Other.
- During Summer 2021, operations were still being affected by the COVID-19 pandemic but more than 250 individual boys and girls participated in activities at the Club and in local field trips. To date in Summer 2022, 378 have participated with more middle school aged participants than ever before. Both local and out of town field trips have been a part of the program in 2022.

Fiscal Impact

Reviewed by: 

Finance Department

The City of Hobbs has included \$69,000 in the Recreation budget to fund the operation of the Summer Youth and Special Needs programs and the Gus Macker Tournament by the Club. The funds are budgeted in account 01-0330-42601. (Professional Services) In addition, pass thru legislative funds of \$50,000 will need to have a BAR adjustment in the legislative special revenue funds along with an offsetting adjustment of expenditures. (Budget adjustment 210-219999-30718-00323 revenue; 210-42601-00323 expenditure)

Attachments: Resolution, Amendment, Copy of the Professional Services Agreement, Copy of SB1 Information

Legal Review:

Approved As To Form:


City Attorney

Recommendation:

Staff recommends that the Commission consider approving the Resolution to extend and amend (First Contractual Amendment – 2022) the Professional Services Agreement Between the City of Hobbs and the Boys and Girls Club of Hobbs at a cost of \$69,000 to include \$50,000 in funding from SB377. *130*

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7234

A RESOLUTION TO RENEW AND AMEND (FIRST CONTRACTUAL AMENDMENT 2022)
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND
THE BOYS AND GIRLS CLUB OF HOBBS

WHEREAS, on July 15, 2019, the City of Hobbs and The Boys and Girls Club of Hobbs entered into a Professional Services Agreement for operation of a Summer Youth Program and the Gus Macker Basketball Tournament; and

WHEREAS, the original one-year term expired on June 30, 2020, and the Agreement allows for the renewal of the Agreement for up to three (3) one-year extensions with the mutual agreement of the parties; and

WHEREAS, the parties executed the first one-year extension on June 15, 2020, and the renewals contemplated by Section 4.0 of the Agreement require that all options must be renewed by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the third and final one-year extension of the original term of the Professional Services Agreement, as amended, between the City of Hobbs and The Boys and Girls Club of Hobbs is approved and that the Mayor and City Manager shall be authorized to execute any and all necessary documents to accomplish the same.

PASSED, ADOPTED AND APPROVED this 1st day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

FIRST CONTRACTUAL AMENDMENT (2022)
**AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS
AND THE BOYS AND GIRLS CLUB OF HOBBS**

WHEREAS, on July 15, 2019, the City of Hobbs City Commission approved a professional services agreement between the City of Hobbs ("City") and the Boys and Girls Club of Hobbs ("Club") (*attached hereto and incorporated herein as Exhibit 1*); and

WHEREAS, the original term of the Agreement was for one year with the option of three one-year renewals; and

WHEREAS, Section 2.0 titled "City's Contribution" sets forth payment of services by the City on a quarterly basis in an aggregate sum of Sixty Nine Thousand Dollars (\$69,000.00); and

WHEREAS, Senate Bill (SB) 1 Junior Appropriation funds have been appropriated to the City of Hobbs "for youth development programming for boys and girls in Hobbs" in the amount of Fifty Thousand Dollars (\$50,000.00) with an appropriation number of 22-ZG9304 and a reversion date of June 30, 2023; and

NOW THEREFORE, for good and valuable consideration acknowledged by the City and the Club, pursuant to Section 5.10 of the 2019 Agreement, the City and Club mutually agree to amend Section 2.1 of the Agreement as follows:

- 2.1 The City of Hobbs shall pay the Club a sum not to exceed ONE HUNDRED NINETEEN THOUSAND DOLLARS (\$119,000.00). The aforesaid amount shall consist of SIXTY NINE THOUSAND DOLLARS (\$69,000.00) from the City as budgeted in the FY23 annual budget and FIFTY THOUSAND DOLLARS (\$50,000.00) as appropriated by SB1 (22-ZG9304 *attached hereto and incorporated herein*). The aforesaid SIXTY NINE THOUSAND DOLLARS (\$69,000.00) shall be paid in quarterly installments of \$17,250.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2022; the second shall be due on or after January 1, 2023; the third payment on or after April 1, 2023; and the last payment on or after June 1, 2023. The aforementioned FIFTY THOUSAND DOLLARS (\$50,000.00) shall be paid on a cost reimbursement basis as required by the Department of Finance and Administration Appropriation Number 22-ZG9304. Pursuant to DFA requirements, the Club will submit to the City the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The City will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Club requests reimbursement must occur prior to the reversion date. The latest date the Club may submit a Request for Payment is July 14, 2023. With the submission of the final Exhibit A: Request for Payment, the Club must include a completed Exhibit B: Final Report form in order to receive the final reimbursement. The Club shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

Any language not specifically identified above shall remain in full force and effect through the remainder of the Agreement term as set forth in Section 4.0 of the Agreement.

[Required Signatures on Next Page]

BOYS AND GIRLS CLUB OF HOBBS

BY: _____
Mike Clampitt, CEO
The Boys and Girls Club of Hobbs

Date: _____

CITY OF HOBBS

BY: _____
Sam D. Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
Attorney for The Boys and Girls Club
Of Hobbs

Date: _____

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – BOYS AND GIRLS CLUB OF HOBBS, INC.

FY 2019-2020

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Boys and Girls Club of Hobbs, Inc., (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

CONTRACTOR will operate a 9-week summer recreation program for 6 to 12-year-olds, and shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

1.1.1 Provide a facility to operate a nine-hour summer recreation program to run Monday through Friday, with an agenda that includes recreational, educational, personal improvement and cultural activities.

1.1.2 Serve in the capacity as being the designated site to accommodate special needs participants during the regular 9-week program hours kept by the facility.

1.1.3 Hire and maintain a minimum of at least eight (8) additional employees to serve as staff for the day program. For the special needs program, an additional employee shall have a background and working knowledge of special need participants and work in the capacity of the special needs participant supervisor during the hours of operation. Additional employees shall also be designated as employees to work with special needs participants as attendance warrants. Staff for all programs arising under this agreement shall be employees of CONTRACTOR and shall not be employees of CITY and are not entitled to any City of Hobbs

benefits, including, but not limited to, insurance, leave, worker's compensation, and/or retirement.

CONTRACTOR will provide the following services in addition to those above:

1.1.4 Provide and obtain Licensing Agreement for the Gus Macker Basketball Tournament. Provide additional staff for the Gus Macker Basketball Tournament to consist of: one (1) Head Buster (referee); and scorekeepers as attendance warrants.

1.1.5 Design and placement of news releases and advertising in the appropriate media, naming CITY as co-sponsor. All advertising shall be reviewed and approved by CITY prior to submission to the media.

1.1.6 Provide reasonable assistance to CITY staff with special summer program activities such as July 4th, on which date at least four (4) of CONTRACTOR's summer staff will be required to assist. During the Gus Macker Basketball Tournament an adequate number of scorekeepers will be provided.

1.1.7 Maintain daily records of activities and the number of participants in the program and submit weekly reports to CITY by Monday of the week following the reporting period. In addition, a final report at the conclusion of the summer programs shall be submitted to CITY. Any incidents of serious nature, as determined by the CONTRACTOR, shall be immediately reported to CITY.

1.1.8 Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program.

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 COMPENSATION

2.1 City shall pay CONTRACTOR a total sum not to exceed SIXTY-NINE THOUSAND DOLLARS (\$69,000) for services rendered under this Agreement. The aforesaid amount shall be paid in quarterly installments of \$17,250.00, payable at the end of each quarter after the services

contracted for are actually rendered. The first such payment shall be due on or after October 1, 2019; the second shall be due on or after January 1, 2020; the third payment on or after April 1, 2020; and the last payment on or after June 1, 2020. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.2 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2019; January 1, 2020; April 1, 2020; and June 1, 2020. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Doug McDaniel. Failure to submit quarterly reports may delay payment under this Agreement.

2.3 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2019, and ending June 30, 2020. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policies shall be primary and shall be required as set out herein:

General Liability as follows: Premises, operations, products, completed operations and contractual liability. The limits of liability shall be no less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Workers' Compensation is required along with State statutory employer's liability limits regardless of the number of employees.

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 This is a professional services contract and neither City nor CONTRACTOR may

assign this Agreement, or any interest herein, without prior written approval of the other.

5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

15th IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
day of July, 2019.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: [Signature]
SAM D. COBB, Mayor

By: [Signature]
JAN FLETCHER, City Clerk

By: [Signature]
TOBY SPEARS, Finance Director



ATTEST:

BOYS AND GIRLS CLUB OF HOBBS, INC.

By: [Signature]
Executive Director

By: [Signature]
Board President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
EFREN A. CORTEZ, City Attorney

APPROPRIATION RECIPIENT:

City of Hobbs

APPROPRIATION NUMBER: APPROPRIATION AMOUNT: REVERSION DATE:

22-ZG9304 **\$ 50,000** **June 30, 2023**

APPROPRIATION LANGUAGE

Fifty thousand dollars (\$50,000) for youth development programming for boys and girls in Hobbs. Funds unexpended by June 30th, 2023, will be reverted to the State of New Mexico’s general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 14th, 2023. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **City of Hobbs**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, “Anti-Donation Clause.”
4. Will follow the procedure described in “Appropriation Reimbursement” for reimbursement of appropriated funds.

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **22-ZG9304 in the amount of \$50,000.**

Donnie Quintana
Director, Local Government Division

Date

STATE OF NEW MEXICO House
SB1 Junior Appropriation
Request for Payment Form
Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)
- _____
- City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: \$ 0.00
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: \$ 0.00
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H. GF GOB STB (attach wire if first draw)
- I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

**STATE OF NEW MEXICO
SB1 Junior Appropriation
Final Report Form
Exhibit B**

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Personnel Expenses	\$ 0.00
Other Operating Expenses	\$ 0.00
Capital Expenses	\$ 0.00
Other	\$ 0.00
Total Amount of Appropriation Funds Expended	\$ 0.00

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds