

# 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

*September 18, 2023*



## **Hobbs City Commission**

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico

**Monday, September 18, 2023 - 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

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## **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](http://www.hobbsnm.org)

### **CALL TO ORDER AND ROLL CALL**

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

### **APPROVAL OF MINUTES**

1. Minutes of the September 5, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

### **PROCLAMATIONS AND AWARDS OF MERIT**

2. Proclaiming the Week of September 24 – 30, 2023, as "*Hobbs Eagles Are Champions Week*"

3. Recognition of City Employees - Milestone Service Awards for the Month of September, 2023 *(Manny Gomez, City Manager)*
  - 5 years – Elijah Rascon, Utilities Department
  - 10 years – Julie Castillo, Hobbs Express
  - 10 years – Adam Marinovich, Hobbs Fire Department
  - 10 years – Manuel Huerta, Parks and Open Spaces Department
  - 15 years – Anna Villalobos, Motor Vehicle Department
  - 15 years – Michael Nelson, Hobbs Fire Department
  - 20 years – Steve Butler, Hobbs Police Department
  - 25 years – Irene De La Cruz, Motor Vehicle Department
  - 30 years – Edward Trevino, General Services Department

**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.)*

**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.)*

None

**DISCUSSION**

4. Lea County Historic Courthouse Feasibility Presentation *(Mike Gallagher, Lea County Manager)*

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

5. Resolution No. 7399 – Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality Located at 317 South Dalmont, 514 East Park, 504 East Green Acres and 209 East Albertson *(Valerie Chacon, Acting City Attorney; and Jessica Silva, Code Enforcement Superintendent)*
6. Resolution No. 7400 – Authorizing the Mayor to Execute a Legislative Grant Agreement for 2023 Capital Appropriation Project Number 23-H3047 to Purchase and Equip Public Safety Vehicles *(Shelia Baker, General Services Director)*
7. Resolution No. 7401 – Authorizing the Mayor to Execute a Legislative Grant Agreement for 2023 Capital Appropriation Project Number 23-H3046 for Roof and HVAC Replacement Projects *(Shelia Baker, General Services Director)*
8. Consideration of Approval of a Professional Services Agreement with Brightly Software, Inc., in the Amount of \$188,650.98 for Facility Condition

Assessment Utilizing CES Contract 2020-12N-AD01-ALL (*Shelia Baker, General Services Director*)

9. Resolution No. 7402 – Authorizing the Purchase of One Public Transportation Bus for Hobbs Express Under State of Oklahoma Contract No. SW0797C from Creative Bus Sales in the Amount of \$150,786.00 Utilizing Grant Funds (*Jan Fletcher, City Clerk*)

### **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

10. Next Meeting Date:

- City Commission Regular Meeting:
  - Monday, October 2, 2023, at 6:00 p.m.

### **ADJOURNMENT**

If you are an individual with a disability who needs 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: September 18, 2023

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: September 14, 2023  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- Regular City Commission meeting held on September 5, 2023

**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 Tuesday, September 5, 2023, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also available to the public via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

### **Call to Order and Roll Call**

Mayor Sam D. 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 Christopher Mills  
Commissioner Larron B. Fields  
Commissioner Joseph D. Calderón  
Commissioner Dwayne Penick  
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager  
Valerie Chacon, Acting City Attorney  
Mark Doporto, Acting Fire Chief  
August Fons, Police Chief  
Danny Garrett, Police Captain  
Chad Wright, Police Captain  
Marina Barrientes, Police Captain  
Bobby Arthur, Municipal Judge  
Toby Spears, Finance Director  
Bryan Wagner, Parks and Open Spaces Director  
Doug McDaniel, Recreation Director  
Matt Hughes, Rockwind Golf Course Superintendent  
Kevin Robinson, Development Director  
Todd Randall, City Engineer  
Tim Woomer, Utilities Director  
Tracy South, Assistant Human Resources Director  
Selena Estrada, Risk Management Director  
Nichole Lawless, Library Director  
Christa Belyeu, I.T. Director  
Meghan Mooney, Communications Director  
Lou Maldonado, Parks Superintendent  
Julie Nymeyer, Executive Assistant  
Jan Fletcher, City Clerk  
Amelia Maldonado, Deputy City Clerk  
Rose Galavez, Assistant Deputy City Clerk  
10 citizens

### **Invocation and Pledge of Allegiance**

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

### **Approval of Minutes**

Commissioner Calderón moved the minutes of the regular meeting of August 21, 2023, be approved as written. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

### **Proclamations and Awards of Merit**

None

### **Public Comments**

None

### **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 item(s):

*Resolution No. 7392 – Authorizing a Memorandum of Understanding with the Lea County Sheriff's Office to Share in Grant Funding from the 2023 Edward Byrne Memorial Justice Assistance Grant Program*

*Resolution No. 7393 – Approving a Professional Services Agreement Between the City of Hobbs and the Hobbs Municipal Schools in the Amount of \$75,000.00 Regarding Middle School Athletic Programs for FY 23-24*

Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

### **Discussion**

None

### **Action Items**

*Resolution No. 7394 – Authorizing a Grant Agreement with the State of New Mexico Environment Department for Capital Appropriation Project SAP-23-H2431-GF in the*

Amount of \$2,000,000.00 for Sewer Line Replacement and Roadway Restoration Along Central Drive, Joe Harvey Blvd. and North Grimes Street

Mr. Todd Randall, City Engineer, explained the resolution and agreement with the State of New Mexico Environmental Department for Capital Appropriation Project SAP-23-H2431-GF in the amount of \$2,000,000.00 for a sewer line replacement and roadway restoration along Central Drive, Joe Harvey Boulevard and North Grimes Street. Mr. Randall stated the original construction of the sewer line took place in the early 1980's and is severely deteriorated due to sewage gases over the past two and a half decades.

In response to Mayor Cobb's question, Mr. Randall explained the plan and the phases of the project in great detail, including road closures and street access for the residents. He explained the project would be a 12-month process and stated there would be public information, radio advertising and social media distributed to the public regarding the project and road closures.

Following a brief discussion, Commissioner Penick moved that Resolution No. 7394 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7395 – Adopting the City of Hobbs' Americans with Disabilities (ADA) Transition Plan Update

Mr. Todd Randall, City Engineer, explained the ADA Transition Plan Update. He stated the City of Hobbs conducted a self-evaluation of public roadway intersections; identifying issues of accessibility that need to be addressed; and upgrading its program for improvement of those facilities to comply with ADA mandated standards. Mr. Randall stated the City of Hobbs will progressively remove physical barriers to accessibility when facilities adjacent to its roads and highways block access.

Following a brief discussion, Commissioner Penick moved that Resolution No. 7395 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7396 – Authorizing the Submission of a Grant Application to Provide Funding for Public Transportation for FY 24-25 Under Section 5311 of the Federal Transit Act



Ms. Jan Fletcher, City Clerk and Transportation Director, explained the resolution for submission of a grant application to provide funding for public transportation for FY 24-25 under Section 5311 of the Federal Transit Act. The program has been in continuous operation since 1989 and has transported 826,392 riders since the program began. She stated it is a formulary grant administered by the New Mexico Department of Transportation with administrative and capital costs paid at a ratio of 80% Federal and 20% local and operating costs shared at 50% each. Ms. Fletcher stated the application is for \$1,594,218.89 with the Federal Share being \$921,840.11 and the local match being \$672,378.78. The City's portion of the funding is provided through subsidy from the City of Hobbs General Fund.

There being no discussion, Commissioner Gerth moved that Resolution No. 7396 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*FINAL ADOPTION: Ordinance No. 1155 – Consenting to the Kassis North Grimes Annexation Being a Portion of Section 16, Township 18 South, Range 38 East, As Requested by the Owner of the Property*

Mr. Kevin Robinson, Development Director explained the ordinance consenting to the Kassis North Grimes annexation being a portion of Section 16, Township 18 South, Range 38 East. He displayed a map of the proposed annexation area and stated this ordinance is submitted for final adoption.

Proper publication having been made, and there being no discussion by the Commission or comments from audience, Commissioner Calderón moved Ordinance No. 1155 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and supporting documentation are attached and made a part of these minutes.

*Resolution No. 7397 – Approving an Infrastructure Extension Development Agreement with Property Management Plus, LLC, Concerning the Projection of Roth Road, North from the Intersection of Navajo*

Mr. Robinson explained the resolution and development agreement with Property Management Plus, LLC, concerning the projection of Roth Road, North from the intersection of Navajo. He displayed a map of the area and stated the agreement would allow developer reimbursement of installed public infrastructures based on the approved Engineer of Records certified invoices not to exceed \$42,300.00, providing such reimbursement occurs within 550 days of ratification of this agreement.

There being no discussion, Commissioner Fields moved that Resolution No. 7397 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*Resolution No. 7398 – Approving an Oversize Infrastructure Development Agreement with Property Management Plus, LLC, Concerning the Projection of Del Norte Parkway, a Major Collector Thoroughfare, West of North Grimes*

Mr. Robinson explained the resolution and development agreement with Property Management Plus, LLC, concerning the projection of Del Norte Parkway, a major collector thoroughfare, West of North Grimes. He displayed a map of the area and stated the municipality is proposing that the required public roadway be oversized as to width (20' wider than standard Collector roadway) for future capacity purposes. The agreement would allow developer reimbursement for increasing the width of the installed public roadway based on the approved Engineer of Records certified invoices not to exceed \$18,640.00 providing such reimbursement occurs within 550 days of ratification of this agreement.

Following a brief discussion, Commissioner Penick moved that Resolution No. 7398 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills 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. Manny Gomez, City Manager, announced Deputy Fire Chief Mark Doporto will serve as Acting Fire Chief following the retirement of Fire Chief Barry Young.

Mr. Gomez also announced Deputy City Attorney Valerie Chacon will serve as the Acting City Attorney following the resignation of Mr. Efren Cortez, now the Honorable District Judge Cortez.

Mr. Gomez reminded everyone the City's water conservation period ends on September 15, 2023. He thanked citizens for their voluntary compliance during the water conservation period which began May 15, 2023, and ends September 15, 2023.

Mr. Gomez invited the public to attend Coffee with Cops on Wednesday, September 6, 2023, from 7:30 a.m. to 9:00 a.m. at the Hobbs Police Department, 300 N. Turner Street.

Mr. Gomez announced the Dog Daze of Summer Event will be held on Saturday, September 9, 2023, at the Del Norte Pool from 1:00 p.m. to 3:00 p.m. Details of the event will to be posted on Facebook.

Mr. Gomez also invited the public to attend the City of Hobbs' first-annual Splash Bash Event on Saturday, September 23, 2023, from 12:00 p.m. to 4:00 p.m. at City Park. Mr. Gomez thanked Mr. Bryan Wagner, Parks and Open Spaces Director, and the Parks and Open Spaces Department for creating and coordinating this event. He stated there will be several activities at the event such as jump houses, DJ music, water games, food trucks and more.

Mr. Gomez thanked Ms. Meghan Mooney, Communications Director, for her coordination of the pudding drive for WHI Hobbs for the World Hunger Initiative. The goal was 4,500 cups of pudding and the total number collected was 9,028. Mr. Gomez thanked each and every department that participated in the collection. He stated the Finance Department won first place in the friendly department competition.

Commissioners Smith and Penick congratulated Acting Fire Chief Mark Doporto and Acting City Attorney Valerie Chacon on their temporary appointments and thanked them for their service to the City of Hobbs.

Commissioner Calderón stated Wednesday is "Read a Book Day" and encouraged the public to take time to read a book.

Commissioner Fields congratulated Acting Fire Chief Doporto and Ms. Chacon on their temporary positions.

Commissioner Mills encouraged the public to ask more questions about licenses when seeking legal, medical, or any professional services.

Mayor Cobb thanked everyone for their attendance tonight.

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, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:58 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



**PROCLAMATIONS**

**AND**

**AWARDS OF  
MERIT**

Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, members of the Hobbs High School Class of 1973 are celebrating five decades as distinguished alumni of Hobbs High School with a Class Reunion with special events planned for September 29<sup>th</sup> and 30<sup>th</sup>, 2023; and

**WHEREAS**, many of these graduates will return to Hobbs from all parts of the World to celebrate during this reunion; and

**WHEREAS**, the class of 1973 graduates of Hobbs High School have distinguished themselves in their endeavors in the fields of business, entertainment, the arts, education, engineering, medicine, law, and many others; and

**WHEREAS**, other classmates served honorably in the various military services, some having sacrificed their lives in the service of their country; and

**WHEREAS**, The Seniors of THE Class of 1973 represented their peers as STATE FOOTBALL CHAMPIONS IN 1972, and it has been a half a century since another Hobbs football team accomplished this feat; and

**WHEREAS**, The Eagle track team were also State Champions, and the cheerleading squad won the National Cheerleading Championship; and

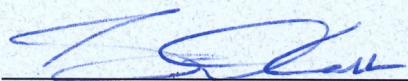
**WHEREAS**, it is with great pleasure that the City of Hobbs honor and extend a sincere, warm welcome to all of the alumni of Hobbs High School.

**NOW, THEREFORE**, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim September 24-30, 2023, as

### **“HOBBS EAGLES ARE CHAMPIONS WEEK”**

and offer congratulations to all graduates on reaching another milestone in your lives and in the history of Hobbs High School. Successful class reunions, such as yours, help continue the community pride and spirit that make Hobbs such a great place to live and work. On behalf of the City of Hobbs, please remember that the doors of this City are always open to each of you and that you are invited to return often.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 18th day of September, 2023, and cause the seal of the City of Hobbs to be affixed hereto.

  
SAM D. COBB, Mayor

ATTEST:

  
JAN FLETCHER, City Clerk



# September Milestones 2023

## **5 years**

Elijah Rascon	Pump Operator III	09/19/2018
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## **10 years**

Julie Castillo	Hobbs Express Driver	09/30/2013
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Adam Marinovich	Fire Inspector	09/11/2013
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Manuel Huerta	Cemetery Maint Lead	09/18/2013
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## **15 years**

Anna Villalobos	MVD Specialist	09/29/2008
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Michael Nelson	Fire Captain	09/09/2008
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## **20 years**

Steve Butler	Detention Administrator	09/18/2003
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## **25 years**

Irene De La Cruz	MVD Office Manager	09/08/1998
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## **30 years**

Edward Trevino	Fleet Manager	09/07/1993
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# **DISCUSSION**



LEA COUNTY  
**TOWN HALL  
MEETINGS**  
HISTORIC COURTHOUSE  
FEASIBILITY

SEPTEMBER

12

LEA COUNTY EVENT CENTER

6:00 PM | BANQUET HALL  
5101 N. LOVINGTON HWY  
HOBBS, NM 88240

SEPTEMBER

19

LEA COUNTY COURTHOUSE

6:00 PM | COMMISSION CHAMBERS  
SECOND FLOOR | 100 N. MAIN  
LOVINGTON, NM 88260

SEPTEMBER

01 THRU 26

SHARE YOUR FEEDBACK  
WITH US!

Please join us at your local city  
meeting or provide feedback via  
email, telephone, or text.



**CONTACT US**

Call: 575.396.7900

Text: 575.605.1441

Email: [leacounty@leacounty.net](mailto:leacounty@leacounty.net)

Lea County encourages every citizen  
to provide their thoughts on the  
Historic Lea County Courthouse.  
Please include your name and city in  
all correspondence.





# HISTORIC COURTHOUSE FEASIBILITY PRESENTATIONS

SEPTEMBER

**11**

## CITY OF EUNICE COUNCIL MEETING

CITY HALL | 6:00 PM  
COUNCIL CHAMBERS | 1106 W. AVENUE J

SEPTEMBER

**18**

## CITY OF HOBBS COMMISSION MEETING

CITY HALL | 6:00 PM  
CITY COMMISSION CHAMBER | 1ST FLOOR ANNEX | 200 E. BROADWAY

SEPTEMBER

**25**

## CITY OF JAL COUNCIL MEETING

CITY HALL | 5:30 PM  
COUNCIL CHAMBERS | 710 W. WYOMING

SEPTEMBER

**25**

## CITY OF LOVINGTON COMMISSION MEETING

CITY HALL | 5:30 PM  
COMMISSION ROOM | 214 S. LOVE

SEPTEMBER

**26**

## TOWN OF TATUM COUNCIL MEETING

COMMUNITY BUILDING | 5:00 PM  
508 E. ASH



# **ACTION ITEMS**



# CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 18, 2023

**SUBJECT: Condemnation Recommendation on Certain Properties**

DEPT. OF ORIGIN: City of Hobbs Legal Department, Hobbs Police Department - Community Services Division

DATE SUBMITTED: September 11, 2023

SUBMITTED BY: Valerie S. Chacon, City Attorney and Jessica Silva, Code Enforcement Superintendent

**Summary:**

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified properties which present health, life and safety hazards, which warrant remediation. The properties are in dire need of repair. The properties located at 209 E. Albertson, 514 E. Park, 504 E. Green Acres, and 317 S. Dalmont are ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the properties.

**Fiscal Impact:**

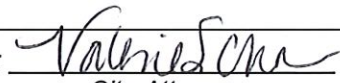
Reviewed By:   
Finance Department

The demolition and clean-up of these properties will cost approximately \$110,425.17. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

**Attachments:**

- 1. Resolution
- 2. Photos of properties contained in Attachment "A".
- 3. Attachment "A"

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

The City Commission approve the adoption of the Resolution determining 209 E. Albertson, 514 E. Park, 504 E. Green Acres, and 317 S. Dalmont as ruined, damaged and dilapidated and a menace to public health and safety, which require remediation.

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

RESOLUTION NO. 7399

A RESOLUTION DETERMINING THAT CERTAIN PROPERTIES THAT ARE RUINED, DAMAGED AND DILAPIDATED, ARE A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY AND REQUIRE REMEDIATION OR REMOVAL FROM THE MUNICIPALITY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structure thereon are ruined, damaged, and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real

property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 18<sup>TH</sup> day of September, 2023

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

**Attachment A**

	<b>Address</b>	<b>Owner</b>	<b>Owner's Address</b>	<b>Estimated Cost of Demolition</b>
1	317 S. Dalmont Hobbs, Lea County, NM  *Lot Twenty-one (21), Block Sixty-four (64), Original Hobbs AKA Hobbs Townsite Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed May 9, 1930.	Manuela L Marquez Dominguez	1113 W. Tyler Ave Lovington, NM, 88260	\$23,468.56
2	514 E Park Hobbs, Lea County, NM  *Lots fifteen (15) and Sixteen (16). Block One Hundred Twenty-Nine (129), Highland Park Addition to the City of Hobbs, Lea County, New Mexico as referenced on the certain Plat filed May 9, 1930.	Esperanza Fernanda Cano	514 E. Park Hobbs, NM, 88240	\$38,376.89
3	504 E. Green Acres Hobbs, Lea County, NM  *Lots One (1) and Two (2), Block Fifty-four "A" (54A), Third Unit of the Broadmoor Addition to the City of Hobbs, Lea County, New Mexico, as referenced on that certain Plat filed January 21, 1948.	Nationstar Mortgage Mr. Cooper DBA	350 Highland Dr. Lewisville, TX, 75067	\$34,847.12
4	209 E. Albertson Hobbs, Lea County, NM	Roberto Gallegos	209 E. Albertson Dr. Hobbs, NM, 88240	\$13,732.60

<p>*Lot Three (3), Block Nine (9), Albertson Sub Division to the City of Hobbs, Lea County, New Mexico as referenced on the certain Plat filed May 4, 1953.</p>			
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# 209 E. Albertson





# 209 E. Albertson (Cont.)



# 209 E. Albertson (Cont.)



# 514 E. Park



# 514 E. Park (Cont.)



# 514 E. Park (Cont.)



# 504 E. Green Acres



# 504 E. Green Acres (Cont)



# 504 E. Green Acres (Cont.)





# 317 S. Dalmont



# 317 S. Dalmont (Cont.)



# 317 S. Dalmont (Cont.)



# 317 S. Dalmont (Cont.)





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 18, 2023

**SUBJECT:** Resolution to Execute a Grant Agreement with Department of Finance and Administration for Capital Outlay Appropriation Project 23-H3047  
**DEPT. OF ORIGIN:** General Services Department  
**DATE SUBMITTED:** September 11, 2023  
**SUBMITTED BY:** Shelia Baker, General Services Director

**Summary:**

The City of Hobbs has received a Capital Appropriation Project grant from the State of New Mexico Department of Finance Administration. The grant appropriation in the amount of \$1,500,000 is to purchase and equip public safety vehicles for the Police Dept.

**Fiscal Impact:**

Reviewed By: 

**Grant Agreement Amount:** \$1,500,000  
MUNIS budget 214021-44901-00367 \$1,500,000

**Attachments:**

Resolution, Grant Agreement

**Legal Review:**

Approved As To Form: 

for City Attorney

**Recommendation:**

Motion to approve the resolution

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 7400

A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE A LEGISLATIVE GRANT AGREEMENT FOR  
2023 CAPITAL APPROPRIATION PROJECT NUMBER 23-H3047  
TO PURCHASE AND EQUIP PUBLIC SAFETY VEHICLES

WHEREAS, the State of New Mexico 2023 Legislative Capital Appropriation Project has been awarded to the City of Hobbs; and

WHEREAS, this grant appropriation in the amount of **\$1,500,000.00** is to purchase and equip public safety vehicles for Hobbs in Lea County.

WHEREAS, Manny Gomez is identified as the Official Representative of the Grantee and Toby Spears is identified as the Official Financial Officer to sign the Agreement and to sign Requests for payment.

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 take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for Project Number 23-H3047, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

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**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF HOBBS**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2023, Chapter 199, Section 28, Paragraph 293, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants and other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

- 23-H3047
- APPROPRIATION AMOUNT: \$1,500,000.00
- APPROPRIATION REVERSION DATE: June 30, 2025
- Laws of 2023, Chapter 199, Section 28, Paragraph 293
- ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00),
- to purchase and equip public safety vehicles for Hobbs in Lea county;

The Grantee's total reimbursements shall not exceed ONE MILLION FIVE HUNDRED THOUSAND \$1,500,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ZERO \$0.00, which equals ONE MILLION FIVE HUNDRED THOUSAND \$1,500,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
  - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - iii. The Grantee's expenditures were made pursuant to the 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, hereinafter referred to as "Third Party Obligations"; and
  - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
  - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
    - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
    - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
    - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
    - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.



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**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS  
Name: Manny Gomez  
Title: City Manager  
Address: 200 E. Broadway, Hobbs, NM 88240  
Email: Mgonomez@hobbsnm.org  
Telephone: 575-397-9206

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS  
Name: Toby Spears  
Title: CPA CFE-Finance Director  
Address: 200 E. Broadway, Hobbs, NM 88240  
Email: tspears@hobbsnm.org  
Telephone: 575-397-9235

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Nicole Silva  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Nicole.Silva@dfa.nm.gov  
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement Early Termination includes:**

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
  - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

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## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

### **C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

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D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or

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indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, CITY OF HOBBS may immediately terminate this Agreement by giving Contractor written notice of such termination. CITY OF HOBBS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against CITY OF HOBBS or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CITY OF HOBBS or the Department"

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**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF HOBBS may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF HOBBS only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**CITY OF HOBBS**

\_\_\_\_\_  
Entity Name

By: **SAM D. COBB**  
\_\_\_\_\_  
(Type or Print Name)

Its: **Mayor**  
\_\_\_\_\_  
(Type or Print Title)

**9-15-23**  
\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

\_\_\_\_\_  
By:

Its: Division Director

\_\_\_\_\_  
Date

STATE OF NEW MEXICO  
 CAPITAL GRANT PROJECT  
 Request for Payment Form  
 Exhibit 1

**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: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB *(attach wire if first draw)*
- I.  Final Request for Payment *(if Applicable)*

**III. Fiscal Year :** \_\_\_\_\_

*(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)*

**IV. Reporting Certification:**  I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V. 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



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_  
Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
Grant Number: \_\_\_\_\_  
Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

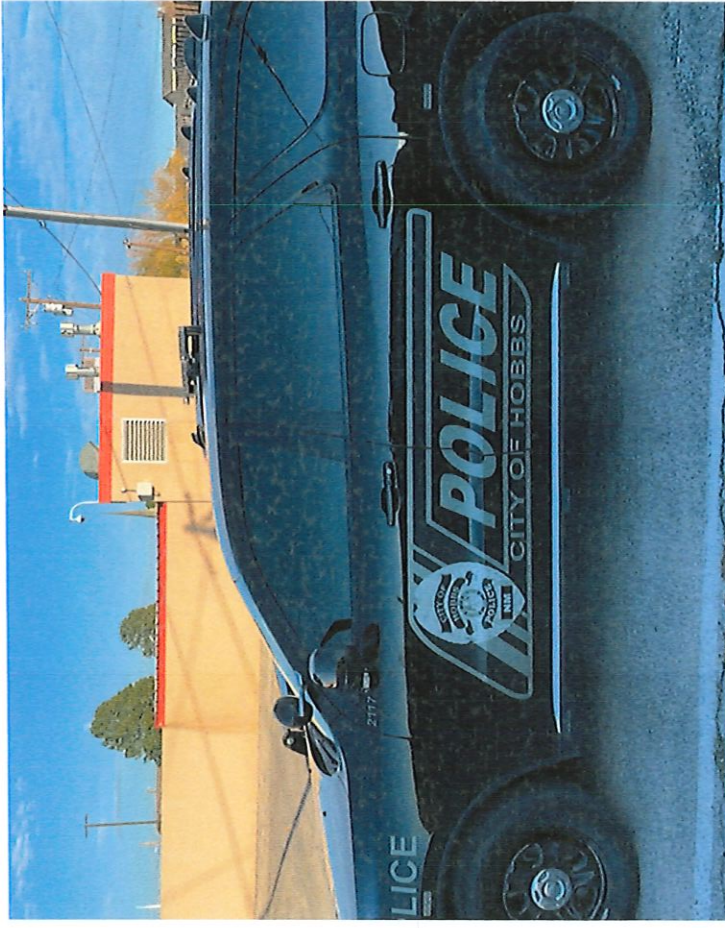
Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

## 4 - Public Safety Vehicles & Equipment

Request: \$1,500,00

- Purchase, equip, Public Safety Vehicles and Equipment for the City of Hobbs, New Mexico in Lea County
- 18 New Patrol Units fully equipped
- In FY2023, Preliminary Budget included 13 patrol units, which was cut due to lack of sufficient General Fund Revenue





# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 18, 2023

**SUBJECT:** Resolution to Execute a Grant Agreement with Department of Finance and Administration for Capital Outlay Appropriation Project 23-H3046

**DEPT. OF ORIGIN:** General Services Department

**DATE SUBMITTED:** September 11, 2023

**SUBMITTED BY:** Shelia Baker, General Services Director

**Summary:**

The City of Hobbs has received a Capital Appropriation Project grant from the State of New Mexico Department of Finance Administration. The grant appropriation in the amount of \$1,000,000 is to plan, design, construct, replace and equip roofs and heating, ventilation and air conditioning units at the Police Department, Police Department Annex and Municipal Court buildings. The appropriation reversion date is June 30, 2027.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

**Grant Agreement Amount:** \$1,000,000  
MUNIS budget 214021-44901-00372 \$1,000,000

**Attachments:**

Resolution, Grant Agreement

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*Chubey Levin*  
for City Attorney

**Recommendation:**

Motion to approve the resolution

Approved For Submittal By:

*Shelia Baker*  
Department Director

*[Signature]*  
City Manager

CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 7401

A RESOLUTION AUTHORIZING THE MAYOR TO  
EXECUTE A LEGISLATIVE GRANT AGREEMENT FOR  
2023 CAPITAL APPROPRIATION PROJECT NUMBER 23-H3046  
FOR ROOF AND HVAC REPLACEMENT PROJECTS

WHEREAS, the State of New Mexico 2023 Legislative Capital Appropriation Project has been awarded to the City of Hobbs; and

WHEREAS, this grant appropriation in the amount of **\$1,000,000.00** is to plan, design, construct, replace and equip roofs and heating, ventilation and air conditioning units at the Police Department, Police Department Annex and Municipal Court buildings in Hobbs in Lea County.

WHEREAS, Manny Gomez is identified as the Official Representative of the Grantee and Toby Spears is identified as the Official Financial Officer to sign the Agreement and to sign Requests for payment.

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 take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for Project Number 23-H3046, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

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STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT

**THIS AGREEMENT** is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF HOBBS**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2023, Chapter 199, Section 28, Paragraph 292, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

- 23-H3046
- APPROPRIATION AMOUNT: \$1,000,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 292
- ONE MILLION (\$1,000,000.00),
- to plan, design, construct, replace and equip roofs and heating, ventilation and air conditioning units at the police department, police department annex and municipal court buildings in Hobbs in Lea county;

The Grantee's total reimbursements shall not exceed ONE MILLION \$1,000,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ZERO \$0.00, which equals ONE MILLION \$1,000,000.00 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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## ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
  - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - iii. The Grantee's expenditures were made pursuant to the 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, hereinafter referred to as "Third Party Obligations"; and
  - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
  - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
    - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
    - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
    - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
    - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

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<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

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**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS  
Name: Manny Gomez  
Title: City Manager  
Address: 200 E. Broadway, Hobbs, NM 88240  
Email: Mgonmez@hobbsnm.org  
Telephone: 575-397-9206

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF HOBBS  
Name: Toby Spears  
Title: CPA CFE-Finance Director  
Address: 200 E. Broadway, Hobbs, NM 88240  
Email: tspears@hobbsnm.org  
Telephone: 575-397-9235

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Nicole Silva  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Nicole.Silva@dfa.nm.gov  
Telephone: 505-470-7041

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

**ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2027** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

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## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement Early Termination includes:**

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
  - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.



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## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month, that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

### **C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or
- iii. Twenty (20) days from the Reversion Date.

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D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

#### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or

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indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, CITY OF HOBBS may immediately terminate this Agreement by giving Contractor written notice of such termination. CITY OF HOBBS's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against CITY OF HOBBS or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CITY OF HOBBS or the Department"

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**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF HOBBS may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF HOBBS only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**CITY OF HOBBS**

\_\_\_\_\_  
Entity Name

By: **SAM D. COBB**

\_\_\_\_\_  
(Type or Print Name)

Its: **Mayor**

\_\_\_\_\_  
(Type or Print Title)

**9-15-23**

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

\_\_\_\_\_  
By:

Its: Division Director

\_\_\_\_\_  
Date

STATE OF NEW MEXICO  
 CAPITAL GRANT PROJECT  
 Request for Payment Form  
 Exhibit 1

**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: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V.  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

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_  
Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
Grant Number: \_\_\_\_\_  
Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

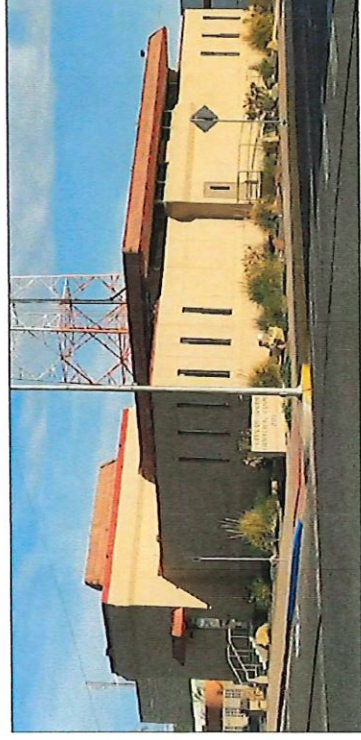
Signature: \_\_\_\_\_

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

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

## 2 - Hobbs HPD/Court Roof-HVAC Request: \$1,000,000

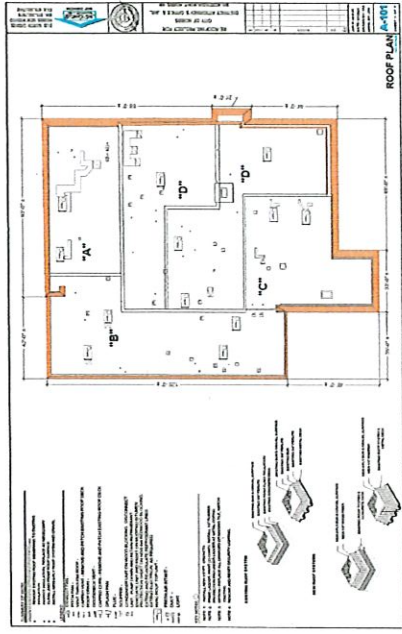
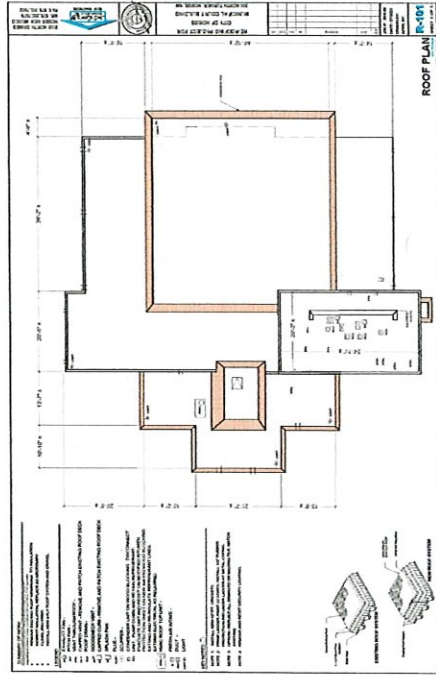
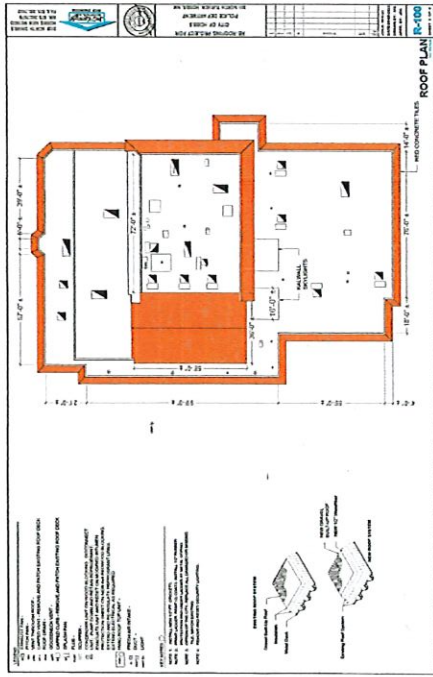
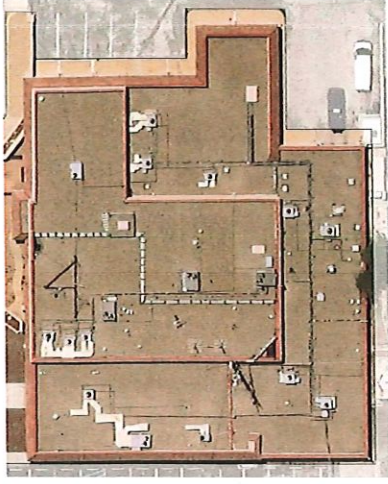
- A Roof Inspection Report was completed for the City of Hobbs buildings in 2019.
- The Sr. Center was prioritized as the highest need and the roof was replaced in 2021.
- The Police Dept. and Police Annex roofs/HVACs are 20 years old with an estimated service life of 1-5 years.
- The Municipal Court roof/HVAC is 19 years old with an estimated service life of 1-5 years.





# 2 - Hobbs HPD/Court Roof - Cont'd

- The specifications and design for the projects are 90% complete.





CITY OF HOBBS  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 18, 2023

**SUBJECT:** Award Professional Services Agreement to Brightly Software Inc. for Facility Condition Assessment Utilizing CES Contract 2020-12N-AD01-ALL  
**DEPT. OF ORIGIN:** General Services  
**DATE SUBMITTED:** September 11, 2023  
**SUBMITTED BY:** Shelia Baker, General Services Director

**Summary:**

The General Services Dept. would like to award a professional services agreement to Brightly Software Inc. utilizing CES Contract number 2020-12N-AD01-ALL for the completion of a facility condition assessment. This includes condition assessment, accessibility survey, preventative maintenance schedule, equipment barcode tagging and professional implementation for approximately 737,000 SF of City facilities. The total initial investment is \$188,650.98. The project was not included in the FY24 budget and will require a budget adjustment in the amount of \$188,650.98 before the contract is executed. The completion of a Facility Master Plan is item number 4 of the Strategic Goals for Infrastructure.

**Fiscal Impact:**

Reviewed By: [Signature]  
Finance Department

Total Cost: \$188,650.98  
Budget Line: 010421-42601

**Attachments:**

Professional Services Agreement and Proposal

**Legal Review:**

Approved As To Form: Aruba Leiji  
for City Attorney

**Recommendation:**

Award Professional Services Agreement to Brightly Software Inc.

Approved For Submittal By:

Shelia Baker  
Department Director

[Signature]  
City Manager

CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN

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



## PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Brightly Software Inc., an independent contractor with a business address of 11000 Regency Parkway, Ste. 300 Cary, NC 27518 (hereinafter referred to as "Contractor").

**This Contract (hereinafter referred to as "Agreement") is a:**

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

**The parties to this Agreement, in consideration of their mutual promises, agree as follows:**

### 1. SCOPE OF SERVICES

Cloud Services: asset essentials professional plus, capital predictor enterprise, predictor streets/signs/sidewalk

Professional Services: facility condition assessment, abbreviated accessibility survey adder, PM schedule creation, equipment barcode tagging, implementation

Please refer to attached proposal, Exhibit B.

## 2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

## 3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

## 4. PRICE

City shall pay Contractor a total of \$ 188,650.98 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Accounts Payable, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 188,650.98. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

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

#### **5. INSURANCE REQUIREMENTS**

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ 1,000,000 per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

#### **6. INDEMNITY AND HOLD HARMLESS**

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, 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 attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

#### **7. FACILITY AND EQUIPMENT—SAFETY**

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

#### **8. BACKGROUND CHECK**

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

## **9. DRUG-FREE WORKPLACE**

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

## **10. RULES, REGULATIONS, AND CARE**

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

## **11. NOTICE**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: General Services Director \_\_\_\_\_, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 11000 Regency Parkway, Ste. 300 Cary, NC 27518 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

## **12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT**

**A.** Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

**B.** Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

### **13. MISCELLANEOUS PROVISIONS**

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

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement is found to be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts of this Agreement shall remain valid and enforceable.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. 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. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

- Contacting City via telephone at 575-397-9237; and
- Contacting City via e-mail at sbaker@hobbsnm.org.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. 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 express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

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

This Agreement incorporates all of 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.

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

**[Required Signatures on Next Page]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written on the first page of this Agreement.

**THE CITY OF HOBBS, NEW MEXICO**

**Department Head Approval:**

**Contractor Approval:**

\_\_\_\_\_

\_\_\_\_\_

Contractor Signature

Account No.: 010421-42601

**Finance Director:**

\_\_\_\_\_

Finance Director

**City Attorney "as to form" Approval:**

**City Manager Approval:**

\_\_\_\_\_

City Attorney

\_\_\_\_\_

City Manager

**City Clerk Approval:**  
City Clerk (Professional Service  
Contracts over \$75,000)

**Mayor Approval:**  
(Professional Service Contracts over  
\$75,000)

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor



**PREPARED FOR**

City Of Hobbs ("Subscriber")

Shelia Baker  
General Services Director  
300 North Turner  
Hobbs, NM 88240

**PREPARED BY**

Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 300  
Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

August 8, 2023



Q-376147

Custom Professional Services = Abbreviated Accessibility Survey Adder

Cooperative Educational Services (CES)

- Contract: 2020-12N-AD01-ALL

Subscription Term: 33 months (10/01/2023 - 06/30/2026)

Cloud Services					
Item	Start Date	End Date	Pricing Based On	Discount % CES - Cooperative Educational Services	Investment
Asset Essentials Professional Plus	10/1/2023	6/30/2024	34,122.00 Population	22.00%	22,667.58 USD
- Facilities/ Physical Plant Module	10/1/2023	6/30/2024		22.00%	Included
- Streets/ Signs/ Sidewalks Module	10/1/2023	6/30/2024		22.00%	Included
- Fleet Module	10/1/2023	6/30/2024		22.00%	Included
- Asset Essentials Inventory	10/1/2023	6/30/2024		22.00%	Included
- Dude Analytics	10/1/2023	6/30/2024			Included
Capital Predictor Enterprise	10/1/2023	6/30/2024	34,122.00 Population	22.00%	10,788.57 USD



## Cloud Services

Item	Start Date	End Date	Pricing Based On	Discount % CES - Cooperative Educational Services	Investment
- Predictor Facilities/ Physical Plant	10/1/2023	6/30/2024		22.00%	Included
Predictor Streets/Signs/ Sidewalks	10/1/2023	6/30/2024	34,122.00 Population	22.00% 25.00%	6,472.88 USD
6 Month(s) included at no additional cost on the first term 10/01/ 2023 - 12/31/2023 if pricing proposal is accepted/signed by 9/30/2023					-26,667.93 USD
Multi-Product Bundle Discount					-2,652.22 USD
<b>Subtotal:</b>					10,608.88 USD

## Professional Services

Item	Pricing Based On	Discount % CES - Cooperative Educational Services	Investment
Facility Condition Assessment	736,985.00 Sq. Ft.	1.00%	88,430.83 USD
Correctional Facility Adder	7,700.00 Sq. Ft.	1.00%	251.56 USD
Custom Professional Services - Abbreviated Accessibility Survey Adder	365,970.00 Sq. Ft.	1.00%	18,115.52 USD
<b>Subtotal:</b>			178,042.10 USD



<b>Professional Services</b>			
<b>Item</b>	<b>Pricing Based On</b>	<b>Discount % CES - Cooperative Educational Services</b>	<b>Investment</b>
PM Schedule Creation	736,985.00 Sq. Ft.	1.00%	11,968.64 USD
Equipment Barcode Tagging	736,985.00 Sq. Ft.	1.00%	11,968.64 USD
Asset Essentials Professional Implementation with Consulting	34,122.00 Population	3.00%	10,550.21 USD
Capital Predictor Enterprise Implementation	One-Time		28,000.00 USD
Capital Predictor Enterprise Implementation - Additional Asset class	One-Time		23,770.00 USD
Predictor Enterprise Implementation Promotion	One-Time Promotion		-15,013.30 USD
			<b>Subtotal: 178,042.10 USD</b>
<b>Total Initial Investment</b>			<b>188,650.98 USD</b>

- To be eligible for the Predictor Enterprise Implementation promotional pricing proposal must be accepted by September 30, 2023.
- Unless otherwise indicated, product bundle promotional pricing is extended for the month in which the quote is created.





<b>Cloud Services</b>			
<b>Item</b>	<b>Discount % CES - Cooperative Educational Services</b>	<b>Investment Year 2 Start Date: 07/01/ 2024</b>	<b>Investment Year 3 Start Date: 07/01/ 2025</b>
Asset Essentials Professional Plus	22.00%	31,130.14 USD	32,064.05 USD
- Facilities/Physical Plant Module	22.00%	Included	Included
- Streets/Signs/Sidewalks Module	22.00%	Included	Included
- Fleet Module	22.00%	Included	Included
- Asset Essentials Inventory	22.00%	Included	Included
- Dude Analytics		Included	Included
Capital Predictor Enterprise	22.00%	14,816.30 USD	15,260.79 USD
- Predictor Facilities/Physical Plant	22.00%	Included	Included
Predictor Streets/Signs/Sidewalks	22.00% 25.00%	8,889.42 USD	9,156.10 USD
Multi-Product Bundle Discount		-10,967.17 USD	-11,296.19 USD
	<b>Total:</b>	<b>43,868.69 USD</b>	<b>45,184.75 USD</b>

## **Asset Essentials Implementation with Consulting GIS Rider Statement of Work**

### **Summary:**

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of



the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

**Deliverables:**

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

**Acceptance Process:**

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete.
  - Discovery call complete
  - Data, configuration, and training requirements documented.
- Available Data Loaded
  - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
  - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
  - Administrator and Full User roles have been received training on their role.

**Assumptions:**

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access,





- and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
  - For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
  - Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
  - If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
  - Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

**Company Assumptions:**

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

**Project Schedule:**

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated projected completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal GIS configuration to meet objectives and drive KPIs
  - Document data, configuration, and training requirements
  - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available GIS data
- Account configuration by Consultant
  - Work Order creation from Map
  - Citizen Portal
  - Mobile Profiles
  - Configure GIS Map settings
  - Configure GIS Layer configuration



- Asset syncing
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training
- Project Close

#### **Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

#### **Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

## **Asset Essentials Implementation with Consulting Statement of Work**

#### **Summary:**

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

**In Scope:** The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

#### **Deliverables:**



- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

#### **Acceptance Process:**

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
  - Kickoff call complete
  - Discovery call complete
  - Data, configuration, and training requirements documented
- Available data loaded
  - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
  - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
  - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
  - Administrator and Full User roles have received training on their role.
- Go-Live Support
  - 30-day Go-Live Support period has been concluded.

#### **Assumptions:**

##### Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding



attributes per row.

- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

#### Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

#### Project schedule and approach:

- Kick-off Call with Project Coordinator
  - Confirm software and services purchased
  - Identify key stakeholders
  - Assign resources
  - Schedule key milestone dates, including anticipated project completion date
  - Access to Company's on-line Learning Management System
  - Access to an interactive project plan
- Discovery with Consultant
  - Interview key stakeholders to understand specific maintenance & operations objectives
  - Overview of AE with key stakeholders, including data import requirements
  - Determine optimal AE configuration to meet objectives and drive KPIs
  - Document data and configuration requirements
  - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
  - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
  - Populate key drop-down menus
  - Review/modify request and work order templates
  - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training



- Go-Live Support
  - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
  - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
  - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

**Sample Project Timeline (project timelines may vary):**

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

**Change Management:**

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

**Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.



**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



# Predictor Enterprise Implementation and Training - Statement of Work

## Package 3

### Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a second-generation lifecycle model\* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

### Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

\*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual business processes and decision-making purposes. A "second-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that has had additional refinement by the Client and Consultant. The second-generation lifecycle model may still require successive generations by the Client before it can be used in actual business processes and decision-making processes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.



Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):

## **Methodology and Approach**

### **Task 1: Pre-Workshop Kick-Off Meeting and Preparation**

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

#### **Sub-Task 1.1: Kick-Off Meeting**

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

#### **Sub-Task 1.2: Pre-Workshop Preparation**

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.





### **Client Responsibilities**

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

### **Deliverables**

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

### **Task 2: Lifecycle Model Training and Model Building Workshop**

[Remote Task: Three-day duration]

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation and second-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager



Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

- a. Introductions and goal review;
- b. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;
- c. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;
- d. Integration with GIS;
- e. Reporting methods.

## 2. Lifecycle Model Development and Training for Asset Group 1

Workshop Session 2: (3 hours)

Workshop Session 3: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
- i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
- j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- k. Data acquisition from a Feature Service on ArcGIS Online
- l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of



- modifications that may need to be performed. Some modifications can be made in the workshop.
- m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
  - n. Predictor Enterprise Reports
  - o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class

### 3. Lifecycle Model Refinement for 2nd generation model (1st asset class)

Workshop Session 4: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a workshop for refinement of the lifecycle model parameters for the selected asset class(es). This is typically accomplished by reviewing the output of the 1st generation model and leading the Client through deeper discovery of the inputs while viewing the results of the changed parameters. This session will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so.

### 4. Wrap Up

Workshop Session 5: (3 hours)

Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

### **Client Responsibilities**

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

### **Deliverables**

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.



3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

### **Task 3: Post Workshop Training and Support**

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the second-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.
3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

### **Project Assumptions**

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.



- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

### **Excluded from Services**

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.

### **Milestone Billing - Invoice Schedule**

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.

<b>Predictor Enterprise Model Development Milestones</b>	<b>Description</b>	<b>Percentage</b>
<b>Kickoff and Data Gathering</b>	Kickoff meeting and initial model preparation (Task 1)	50%
<b>Workshop Sessions and Wrap Up</b>	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%



# Facility Condition Assessment Scope of Work

## Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

## Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

## Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

## Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:



1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
  2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
  2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

**Asset Inventory and Systems/Component Table**

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

**Table Column Header Descriptions**

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

\*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
<b>Electrical</b>				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			





Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
<b>Equipment</b>				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
<b>Exterior Enclosure</b>				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
<b>Fire Protection</b>				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
<b>HVAC</b>				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. <b>*No visual capture.</b>
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. <b>*No visual capture.</b>
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. <b>*No visual capture.</b>
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
<b>Interior Systems</b>				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
<b>Kitchen</b>				
Dishwashers	Individual	No	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above \$2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
<b>Plumbing</b>				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
<b>Site Improvements</b>				
Drainage Systems	System Level	Yes	No	
Parking, Paving, Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
<b>Vertical Transportation</b>				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	



For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

Field Name	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y* Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N* Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N* Will be included on Individual Equipment Record



Field Name	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
	Equipment Items	General Sub-System	Specific Sub-System
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

### Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

### Cost Estimating



Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

#### **Assumptions**

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

#### **Client Responsibility**





1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

#### **Milestone Billing - Invoice Schedule**

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.



Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

\*If project is greater than 1.5M Square feet additional milestones will be leveraged.

#### Facility Condition Assessment Scope of Work – Correctional Facility Adder

Brightly's (Company) facility condition assessment (FCA) is a visual assessment evaluating the facility systems based upon Company's Standard Scope of Work (SOW). The inclusion of correctional facility building structures will follow the standard scope of work unless otherwise determined. This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

## Equipment Inventory Barcoding Service

### Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

### Value



Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

#### Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

#### Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

## Preventive Maintenance Schedule Creation

#### Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

#### Value



By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

### **Deliverables**

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

### **Methodology and Approach**

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

### **Assumptions**

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:



- Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

#### **Invoice Schedule**

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%

## Abbreviated Accessibility Survey Adder PDS Custom Statement of Work

### **Summary:**

Company wishes to engage Partner to provide certain professional services to its Subscriber. These professional services include:

- Abbreviated Accessibility Survey Adder

### **In Scope:**

The items below will be considered in scope of this SOW:

The approach to performing the abbreviated accessibility survey is based on elements of the ADA section of the ASTM-E2018 Baseline for Property Condition Assessment (PCA) standards and other industry recognized accessibility guidance documents.

The Abbreviated Accessibility Survey checklist form will be used in the field as part of the data collection protocol. For those areas where the assessor answers "No", the assessor will document the problem in the comments section and include a recommended correction and budget estimate. For those areas where the assessor finds the answer not compliant with the standard, the assessor will document the problem in the comments section and include a recommended correction and budget estimate.

The access-related corrections and budget estimates will be included for each facility receiving the abbreviated access survey. The accessibility-related budget estimates will include a dollar value so that the total cost of the preliminary access related deficiencies for each building can be easily identified.

The purpose of performing an abbreviated accessibility survey is to provide a preliminary capital-planning budget for addressing accessibility related deficiencies. This work effort is considered a preliminary effort that may be followed by a formal ADA accessibility survey in the future. The assessment team will complete the Abbreviated Accessibility Survey and will use the findings to develop the budget cost estimates.

Within the narrative report, the access-related deficiencies budget cost estimates will be associated with their respective UNIFORMAT building system.

### **Deliverables:**

The accessibility survey will include the following deliverables:

1. Narrative Report – A summary of accessibility findings will be included in the overall facility condition assessment report. The report will include building-specific information to include a brief description, an accessibility summary and a table depicting current needs. Building-specific information will be summarized at parent organization level and department/campus level. Select digital photo documentation will be used for deficiencies associated with the accessibility survey and will be made available to the Subscriber at the conclusion of the project. Survey findings will support strategic planning activities and a foundation for project and capital planning needs.
2. Completed Checklist - Completion of the Abbreviated Accessibility Survey checklist.



3. Capital Needs List– A needs list will be generated from the Capital Planning Software providing the priority and cost associated with each need.

**Acceptance Process:**

Partner has provided the Subscriber with approved asset data set for import into the Subscriber’s Asset Essentials and Predictor accounts.

**Assumptions:**

- Abbreviated Accessibility Survey will be completed during the time of the Facility Condition Assessments
- Subscriber will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
- Subscriber will review and provide any feedback related to data sent to them for review by Partner or Company within 15 business days or unless otherwise determined.
- Subscriber will ensure that the Partner is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Partner is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines.
- Subscriber will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.

**Project Schedule:**

Partner estimates 30-45 working days to complete this activity. However, this is dependent on the complexity of a particular project.

**Invoicing:**

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with Subscriber, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with Subscriber first day of onsite, acquisition of data to Scope of Work at all locations included in project and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/Data Gathering) to Subscriber.	15%

8





## **Order terms**

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

## **Additional information**



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-376147 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.



## Signature

Presented to:

Q-376147

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 18, 2023

**SUBJECT: Resolution Authorizing the Purchase of One Public Transportation Bus for Hobbs Express Under State of Oklahoma Contract No. SW0797C from Creative Bus Sales**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: September 11, 2023  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

Hobbs Express is requesting approval to purchase one Starcraft Bus from Creative Bus Sales under State of Oklahoma Contract No. SW0797C. They currently have a large number of these units in stock for a quick delivery. This contract has been vetted and approved by the New Mexico Department of Transportation (NMDOT).

**Fiscal Impact:**

Reviewed By:   
Finance Department

Capital funding is available in Fund 27 for this purchase in the total amount of \$150,786.00. Grant funding is available under the FYA FY 22-23 Memorandum of Agreement with NMDOT. The City will be reimbursed 80% of this expenditure in the amount of \$120,628.80 and the City's portion of the cost will be \$30,157.20.

**Attachments:**

- Bus Quote – Creative Bus Sales
- Oklahoma Contract SW0797C

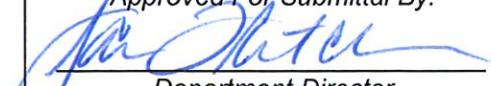
**Legal Review:**

Approved As To Form:   
for City Attorney

**Recommendation:**

Motion to approve the resolution.

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

RESOLUTION NO. 7402

A RESOLUTION AUTHORIZING THE PURCHASE  
OF ONE 14-PASSENGER BUS FROM CREATIVE BUS SALES  
UTILIZING STATE OF OKLAHOMA CONTRACT NO. SW0797C

WHEREAS, the City of Hobbs Public Transportation Department, Hobbs Express, desires to purchase one 14-passenger replacement bus in the public transportation fleet; and

WHEREAS, the purchase of such equipment is available to the City of Hobbs utilizing the State of Oklahoma Contract No. SW0797C with Creative Bus Sales in the total amount of \$150,786.00; and

WHEREAS, pursuant to approved grant funding under the FY 22-23 Memorandum of Agreement with the New Mexico Department of Transportation, 80% of this expenditure will be paid by the grant (\$120,628.80) and the remaining 20% match will be paid by the City of Hobbs (\$30,157.20).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the purchase of one 14-passenger bus for Hobbs Express is approved with Creative Bus Sales utilizing the State of Oklahoma Contract No. SW0797C.

PASSED, ADOPTED AND APPROVED this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



# State of Oklahoma Contract

SW0797C

FY 2023

Preparer: Brent Roy

Base Model  
Starcraft Allstar 7.3L V8 Gas 190" WB 14,500 GVWR

Base Model Price: \$ 124,207.00

Options: \$ 10,514.00

Other Available Options: \$ 8,397.00

Unpublished Options: \$ 7,668.00



Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
24'	Rear	2	14	No

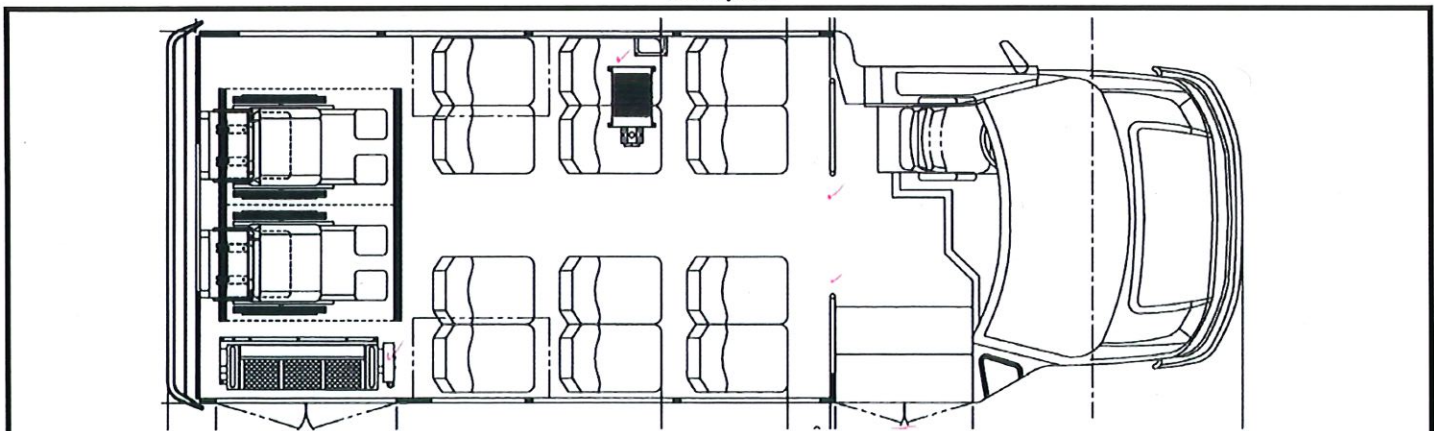
QTY Vehicles:  Total Contract Price:

Per Vehicle Price: \$ 150,786.00

### Customer Info

<b>Customer:</b>	City of Hobbs, NM
<b>Address:</b>	200 East Broadway, Hobbs, NM 88240
<b>Contact:</b>	Jan Fletcher
<b>Office Phone:</b>	575-397-9207
<b>Mobile Phone:</b>	575-369-7908
<b>E-Mail:</b>	<a href="mailto:jfletcher@hobbsnm.org">jfletcher@hobbsnm.org</a>

### Floorplan





## Chassis

Ford E-450 chassis - 14,500 GVWR  
7.3L V8 gasoline engine  
6-Speed TorqShift Automatic Transmission  
Twin I-Beam IFS front axle - 4,600 lbs.  
Full-floating, Dana 10.75" HD rear axle - 9,600 lbs.  
Power-assisted hydraulic front & rear disc brakes  
4-wheel anti-lock brake system  
210 Amp Alternator  
Dual, maintenance-free batteries  
55 Gallon Fuel Tank  
Power steering with tilt wheel  
Front coil springs - 4,600 lbs  
Rear multi-leaf, single-stage rear springs - 9,600 lbs  
HD gas shock absorbers  
Front & rear stabilizer bars  
LT225/75Rx16E All Season Tires  
Dual rear wheels  
Cruise control  
Power driver seat pedestal  
Driver/Co-pilot sun visor  
Power windows  
Power door locks  
OEM chassis dash heater, A/C, and defroster  
Chrome front bumper  
Spare tire

## Body

Starcraft Allstar 25' body  
Pre-painted white galvanized steel sidewalls and skirts  
Fiberglass front and rear caps  
One-piece seamless FRP roof  
60K BTU rear A/C system  
FRP interior walls  
Gray Seaspray fabric on rear wall & ceiling  
Coved flooring on sidewall to seat track  
Gerflor Sirius Graphite flooring  
Yellow step nosing  
3/4" marine grade plywood floor  
Fuel tank access plate in floor  
Gloss blackout window paint  
Driver & Co-pilot running boards  
Rear tow hooks  
Heated/Remote-controlled side mirrors with integrated turn signals  
Energy absorbing rear bumper  
Stainless steel wheel inserts  
Valve stem extender for dual rear wheels  
Rear mud flaps  
65K BTU rear heater  
Window ajar alarms for egress windows  
Galvanized stepwell battery box  
Hourmeter



LED interior and exterior lights  
4" amber LED flashers in rear cap (flash with 4-ways and/or entry door open)  
Center mount brakelight  
Midship turn/marker lights  
Independent red brake & amber turn signal lights  
Four (4) speakers for dash radio  
Electrically actuated passenger entry door with full length glass  
Overhead storage above driver/windshield  
Ceiling grab rails (both sides of aisle) - yellow powder coated  
Entry grab rails (parallel to steps, both sides) - yellow powder coated  
Stanchion and modesty panel behind driver - yellow powder coated  
Modesty panel aft of wheelchair lift (floor to ceiling)  
Level 5 seat covers for driver and co-pilot  
Mid High rigid passenger seats  
Level 5 seat covers for passenger seats  
Anti-vandal grab handles on aisle seats  
Armrests on aisle side seats  
Retractable passenger seat belts  
Two (2) 12" seat belt extensions

**ADA**

Double wheelchair doors with spring tensioner door stays  
Front wheelchair lift (aft of entry door, forward of rear axle)  
Braun NL-919-2 wheelchair lift (800# capacity)  
ADA interlock/fast idle  
Two (2) Q'Straint QRT-MAX Slide 'N Click wheelchair securements with combo lap/shoulder belt  
Eight (8) Q'Straint 18" webbing loops  
Two (2) Q'Straint storage pouches  
Q'Straint belt cutter  
Two (2) priority seating signs - one at each front seat  
Six (6) wheelchair decals (International Symbol of Accessibility)

**Safety**

5 lb. fire extinguisher  
First aid kit  
Body fluid kit  
Emergency triangle kit  
Backup alarm  
Backup camera system with 7" monitor  
Interior mirror - 6"x16" flat  
Wide angle fresnel lens  
Red lights over emergency egress locations



### Options

Qty	Description	FY 2023 List Price	QTY Total
1	Back-Up Monitor System	\$ 712.00	\$ 712.00
1	Bus Camera System - 4 cameras w/DVR	\$ 3,450.00	\$ 3,450.00
1	Street Side Exhaust	\$ 246.00	\$ 246.00
1	LED Destination Sign	\$ 6,245.00	\$ 6,245.00
1	Delete Yellow Powder Coating on Handrails, Grab Rails, and Stanchions (Price Reduction)	\$ (139.00)	\$ (139.00)
<b>Subtotal Manufacturer Options:</b>			<b>\$ 10,514.00</b>

### Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	Mor/Ryde RSX suspension system	\$ 5,021.00	\$ 5,021.00
1	Delete B-pillar and co-pilot seat	\$ (234.00)	\$ (234.00)
1	GM G4500 chassis in lieu of Ford chassis	\$ 3,610.00	\$ 3,610.00
<b>Subtotal Manufacturer Options:</b>			<b>\$ 8,397.00</b>

### CBS Unpublished Options

QTY	Description	FY 2023 List Price	QTY Total
1	3rd party PDI by Adaptive Maintenance Solutions	\$ 300.00	\$ 300.00
1	Extended chassis powertrain warranty 8-year/200k miles	\$ 7,368.00	\$ 7,368.00
<b>Subtotal CBS Unpublished Options:</b>			<b>\$ 7,668.00</b>



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*This addendum is added to and is to be considered part of the subject contract.*

**Statewide Contract #:** SW797C

**PeopleSoft Contract ID:** 5733

**Contract Title:** ADA Transit Buses

**Contract Issuance Date:** 02/01/2020

**Contract Supplier:** Create Bus Sales

**Addendum #** Thirteen (013)

**Addendum Date:** 02/24/2023

**OMES Point of Contact:**

**Contracting Officer:** Carol Williams-Downing

**Phone Number:** 405-522-0432

**E-mail address:** [Carol.williamsdowning@omes.ok.gov](mailto:Carol.williamsdowning@omes.ok.gov)

**Addendum Information:**

**This Addendum 013 is issued to updated pricing sheet for the base of  
Category A, E, G, I, K, N, O, P, Q, R.**



---

*This addendum is added to and is to be considered part of the subject contract.*

**Statewide Contract #:** SW0797C  
**PeopleSoft Contract ID:** 5733  
**Contract Title:** ADA Transit Buses  
**Contract Issuance Date:** 02/01/2020  
**Contract Supplier:** Creative Bus Sales  
**Addendum #** Twelve (12)  
**Addendum Date:** 01/18/2023

**OMES Point of Contact:**

**Contracting Officer:** Carol Williams-Downing  
**Phone Number:** 405-522-0432  
**E-mail address:** [Carol.williamsdowning@omes.ok.gov](mailto:Carol.williamsdowning@omes.ok.gov)

**Addendum Information:**

This addendum is issued to exercise renewal option three (3) of (3) three at the same terms and conditions – SW0797C.

Contract Period: 02/01/2023 – 01/31/2024  
Agreement Period 02/01/2021 – 01/31/2024



## Notice of Statewide Contract Award

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*Official signed contract documents are on file with OMES-Central Purchasing.*

**Contract Title:** Americans with Disabilities Compliant Transit Buses

**Statewide Contract # :** SW 0797

**Contract Issuance Date:** 02/01/2020

**Total Number of Vendors:** 1 *(For details see: Vendor Information Sheet)*

**Contract Period:** 02/01/2020 through 01/31/2021

**Agreement Period:** 02/01/2020 through 01/31/2024

**Authorized Users:** All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.

**Contract Priority:** Mandatory

**Type of Contract:** Firm Fixed Pricing

**OMES-CP Contact:** Jennifer McCaulla **Title:** Statewide Initiatives Lead

**Phone:** 1 - 405 - 521 - 4772 **Email:** Jennifer.McCaulla@omes.ok.gov



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## Solicitation Detail

Please use the 'Notify Me' button to be automatically made aware of any amendments to this particular solicitation. If you would like to be electronically notified of future opportunities for this or other type commodities, you will need to register with Central Purchasing by clicking on 'Vendor Registration' link.

[Notify Me](#)

Agency: Central Purchasing Division Contract Type: Mandatory Statewide

Solicitation Number: SW0797C SW Number: SW0797C Status: Awarded

Closing Date Status: Changed

Description: Americans with Disabilities Act Compliant Transit Buses

Buyer: Marc Brown

Closing Date: 08/29/2019

Award Date: 02/01/2020

Contract Period Starting Date: 02/01/2020 Contract Period Ending Date: 01/31/2024

Agreement Period Starting Date: 02/01/2020 Agreement Period Ending Date: 01/31/2024

### Attachments:

Attachment Title	Attachment Type	File Type	Comments
<a href="#">SW0797-RFP 0900000377-Rebid Solicitation &amp; Amendments</a>	Solicitation	pdf	SW0797-RFP 0900000377-Rebid Solicitation & Amendments
<a href="#">SW0797C CP 071 Notice of Statewide Contract Award</a>	Other	pdf	SW0797C Notice of Statewide Contract Award
<a href="#">SW0797C CP 072 Awarded Supplier</a>	Vendor	pdf	SW0797C Awarded Supplier Information
<a href="#">SW0797-Pricing Attachments</a>	Other	pdf	SW0797C- Creative Bus Sales Pricing Attachments
<a href="#">SW0797C-Addendum One (001)</a>	Addendum	pdf	SW0797C - Addendum One (001)
<a href="#">SW0797C-Addendum Two (002)</a>	Addendum	pdf	SW0797C - Addendum Two (002)
<a href="#">SW0797C-Addendum Three (003)</a>	Addendum	pdf	SW0797C-Addendum Three (003)
<a href="#">SW0797C-Addendum Four (004)</a>	Addendum	pdf	SW0797C-Addendum Four (004)
<a href="#">SW0797C-Addendum Five (005)</a>	Addendum	pdf	SW0797C-Addendum Five (005)
<a href="#">SW0797C Addendum Six (006)</a>	Addendum	pdf	Contract Renewal through January 31, 2022
<a href="#">SW0797C-Addendum Seven (007)</a>	Addendum	pdf	Pricing Update

<a href="#">SW0797C Addendum Eight (008)</a>	Addendum	pdf	Lockbox Option
<a href="#">SW0797C Addendum Nine (009)</a>	Addendum	pdf	Pricing Update effective February 1, 2022
<a href="#">SW0797C Addendum Ten (10)</a>	Addendum	pdf	Contract Renewal through January 31, 2023
<a href="#">SW0797C Addendum Eleven (11)</a>	Addendum	zip	Pricing Update
<a href="#">SW0797C Addendum Twelve (12)</a>	Addendum	pdf	Contract Renewal through January 31, 2024
<a href="#">SW0797C Addendum Thirteen (13)</a>	Addendum	pdf	Pricing Update effective February 24, 2023
<a href="#">SW0797C Addendum #14</a>	Addendum	pdf	New Contracting Officer

Attachments

Comments

SW0797, Creative Bus Sales, Starcraft, Startrans, Arboc, Glaval, Lonestar Handicap Vans, Braun, Mobility Trans, Hometown Trolley Buses, bus

Categories:

- 25100000 Motor vehicles
  - 25101500 Passenger motor vehicles
    - 25101501 Minibuses
    - 25101502 Busses
    - 25101505 Minivans or vans

Receive solicitation notifications automatically for all solicitations in this commodity! - register your organization with the State of Oklahoma at [www.vendors.ok.gov](http://www.vendors.ok.gov).  
 Note: beginning July 1st, 2010, Central Purchasing will require suppliers to register with Central Purchasing prior to completion of award ([read more](#)). Failure to do so will delay contract award.  
**Reminder:** It is the Bidder's responsibility to check the OMES/Central Purchasing website frequently for any possible amendments that may be issued. Central Purchasing is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation. If documents listed on this page do not meet your accessibility requirements, please contact OMES at (405) 522-0955 and appropriate accommodations will be made.  
 If you are looking for a Contracting Officer's contact information, please click [Buyers Contact List](#). We recommend you use the latest version of Adobe Reader. If you need to download Adobe Reader, here is a link to the [Adobe WebSite](#).

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## Jan Fletcher

---

**From:** Bach, Deborah, DOT <Deborah.Bach@dot.nm.gov>  
**Sent:** Friday, August 18, 2023 8:51 AM  
**To:** Jan Fletcher  
**Cc:** Padilla, AlexisCorning, DOT; Ummadi, Vijay, DOT  
**Subject:** EXTERNAL: Re: [EXTERNAL] Request to Purchase Bus - FY 22-23 Contract

Hi Jan,

You may proceed with the approval process for this purchase. Have a good weekend. Deborah

Sent from my iPhone

On Aug 17, 2023, at 8:58 PM, Jan Fletcher <jfletcher@hobbsnm.org> wrote:

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good Afternoon,

Attached is a quote for the City of Hobbs to purchase a bus under our FY 22-23 grant. We have \$142,000 budgeted for this purpose and could make an adjustment for the balance of \$1,418.00. In speaking with Brent Roy, he stated NMDOT approves the use of the State of Oklahoma Contract. Please let me know if you approve of this purchase so that I can move forward to the City of Hobbs Finance Department for approval and then get the Buyer's Order ready. The City of Hobbs' Finance Department did state they would accept this purchase using the Oklahoma Contract provided that NMDOT accepts. An email reply from you should help get the process moving along quickly.

Thank you for your consideration to this request.

### Jan Fletcher, CMC

City Clerk | Public Transportation Director  
City of Hobbs | 200 East Broadway | Hobbs, NM 88240  
(575) 397-9207 phone  
<image008.png>

<image009.jpg>

**From:** Brent Roy <BRoy@CreativeBusSales.com>  
**Sent:** Wednesday, August 16, 2023 9:34 AM  
**To:** Audrey Likins <alikins@hobbsnm.org>  
**Cc:** Jacque Pennington <jpennington@hobbsnm.org>; Jan Fletcher <jfletcher@hobbsnm.org>  
**Subject:** RE: EXTERNAL: RE: FY 22-23

Audrey,

Please see attached. I removed the driver's barrier, revised the camera system to 4 cameras, and added the LED destination sign. Please review and let me know if you have any questions.

Thanks,

## **BRENT ROY**

***PUBLIC SECTOR SALES SOUTH***

EMAIL: [broy@model1.com](mailto:broy@model1.com)

OFFICE: (469) 333-8909 x943

MOBILE: (682) 808-9830

*Setting the example the industry follows*

---

**From:** Audrey Likins <[alikins@hobbsnm.org](mailto:alikins@hobbsnm.org)>

**Sent:** Wednesday, August 16, 2023 10:06 AM

**To:** Brent Roy <[BRoy@CreativeBusSales.com](mailto:BRoy@CreativeBusSales.com)>

**Cc:** Jacque Pennington <[jpennington@hobbsnm.org](mailto:jpennington@hobbsnm.org)>; Jan Fletcher <[jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org)>

**Subject:** RE: EXTERNAL: RE: FY 22-23

### External Email

Good Morning Brent,

Jacque and I have been looking over the quote.

We only have four SEON camera system in the other buses. One out the windshield, one on the driver, one on the passenger door and one for the passenger seating area.

The driver barriers create their own set of problems so we do not need a driver barrier. That can be removed from the quote.

Audrey

---

**From:** Brent Roy <[BRoy@CreativeBusSales.com](mailto:BRoy@CreativeBusSales.com)>

**Sent:** Tuesday, August 15, 2023 3:21 PM

**To:** Audrey Likins <[alikins@hobbsnm.org](mailto:alikins@hobbsnm.org)>

**Cc:** Jacque Pennington <[jpennington@hobbsnm.org](mailto:jpennington@hobbsnm.org)>; Jan Fletcher <[jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org)>

**Subject:** EXTERNAL: RE: FY 22-23

Audrey,

Please see attached quote per your request. I wasn't able to include a Liquid Spring suspension system at your budget number, but I was able to include the MorRyde RSX system which is a good upgrade as well. Please review and let me know if you have any questions. We do have a large number of these units in stock currently for a quick delivery. You will notice that I used the state of Oklahoma contract for this quote. This contract has been vetted and approved by NMDOT, and it has the GM chassis option on it where the NM contract does not.

Thanks,



# BRENT ROY

*PUBLIC SECTOR SALES SOUTH*

EMAIL: broy@model1.com

OFFICE: (469) 333-8909 x943

MOBILE: (682) 808-9830

*Setting the example the industry follows*

---

**From:** Audrey Likins <[alikins@hobbsnm.org](mailto:alikins@hobbsnm.org)>

**Sent:** Tuesday, August 15, 2023 12:17 PM

**To:** Brent Roy <[BRoy@CreativeBusSales.com](mailto:BRoy@CreativeBusSales.com)>

**Cc:** Jacque Pennington <[jpennington@hobbsnm.org](mailto:jpennington@hobbsnm.org)>; Jan Fletcher <[jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org)>

**Subject:** FY 22-23

## External Email

Good afternoon,

It was a pleasure visiting with you this morning. I am looking forward to getting the floor plan for the 14 passenger vehicle that we discussed. As I stated, the budget is \$142,000.00 and the PO must be issued before the end of September. I understand that it would be a stock vehicle with a wheelchair lift. We would need a SEON camera system installed in the bus. Thank you for assisting me in this time sensitive endeavor.

Respectfully,

*Audrey Likins*

Transportation Assistant Supervisor

Hobbs Express

424 W. Broadway

Hobbs, NM 88240

575-397-9290

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<image012.jpg>

<City of Hobbs Starcraft GM Allstar quote 081523.pdf>