

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1
Christopher R. Mills – District 2
Larron B. Fields – District 3
Joseph D. Calderón – District 4
Dwayne Penick – District 5
Don R. Gerth – District 6

City Manager

Manny Gomez

August 7, 2023



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

Monday, August 7, 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

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the July 24, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming August 18, 2023, as “*Never Give Up Day*”

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.)*

3. Resolution No. 7379 – Authorizing an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments for FY 23-24 *(Mayor Sam Cobb)*
4. Resolution No. 7380 – Amending the City of Hobbs' Cell Phone Policy Effective August 7, 2023 *(Toby Spears, Finance Director)*
5. Resolution No 7381 – Authorizing a Memorandum of Agreement Between the City of Hobbs and Lea County for Hobbs Animal Adoption Center Operational and Staff Expenditures for \$125,000.00 from Lea County Commission District 2 Discretionary Funding *(Toby Spears, Finance Director)*
6. Resolution No. 7382 - Authorizing a Memorandum of Understanding with the University of the Southwest for Use of Baker Field at the Veterans Memorial Complex by the USW Softball Team *(Doug McDaniel, Recreation Director)*
7. Resolution No. 7383 – Approving Amendment No. 1 to an Infrastructure Extension Development Agreement with ALJO, LLC, in the Amount of \$7,351.00 Concerning the Development of Public Infrastructures Concerning the Project of Ranchland *(Kevin Robinson, Development Director)*

DISCUSSION

None

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

8. Resolution No. 7384 – Relating to the Disposition and Trade-In of Seven Cardiac Monitors and Authorizing the Purchase of Eight Cardiac Monitors from Stryker Sales Corporation Utilizing New Mexico State Contract Pricing in the Amount of \$292,665.27 *(Barry Young, Fire Chief)*
9. Resolution No. 7385 – Approving the Submission of a Grant Application in the Amount of \$400,000.00 with the Fire Protection Grant Council for FY 24 for the Hobbs Fire Department *(Barry Young, Fire Chief)*
10. Consideration of Approval of RFP #539-23 to Provide Security Services for the City of Hobbs at the CORE and Recommendation to Accept Proposal from Tactical Security Solutions, LLC *(Doug McDaniel, Recreation Director)*
11. Resolution No. 7386 – Approving the FY 2025 – 2029 Infrastructure Capital Improvements Plan (ICIP) *(Todd Randall, City Engineer, and Kevin Robinson, Development Director)*

12. Consideration of Approval of a CES Contract with Pettigrew & Associates, P.A., to Provide the Grimes Street Rehabilitation Project Design in the Amount of \$264,638.44 (*Todd Randall, City Engineer*)
13. PUBLICATION: Proposed Ordinance Consenting to the Kassis North Grimes Annexation Being a Portion of Section 16, Township 18 South, Range 38 East (*Kevin Robinson, Development Director*)
14. Resolution No. 7387 – Approving a Development Agreement with Sombra Homes, LLC, Concerning the Development of Market Rate Single-Family Housing (*Kevin Robinson, Development Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Date:

- City Commission Regular Meeting:
 - **Monday, August 21, 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: August 7, 2023

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 3, 2023
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on July 24, 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. _____
Ordinance No. _____
Approved _____
Other _____

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 24, 2023, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also available to the public via Livestream on the City's website at 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 Don Gerth
Commissioner Dwayne Penick

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Dan Garrett, Police Captain
Ricky Guerrero, Police Captain
Marina Barrientes, Police Captain
Chad Wright, Police Captain
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Fire Battalion Chief
Tony Alarcon, Fire Inspector
Toby Spears, Finance Director
Nicki Lawless, Library Director
Bobby Arther, Municipal Judge
Shannon Arguello, Court Administrator
Shelia Baker, General Services Director
Bryan Wagner, Parks and Open Spaces Director
Doug McDaniel, Recreation Director
Angela Courter, Senior Affairs Coordinator
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Selena Estrada, Risk Management Director
Julie Nymeyer, Executive Assistant
Meghan Mooney, Communications Director
Christa Belyeu, I.T. Director
Jan Fletcher, City Clerk
Mollie Maldonado, Deputy City Clerk
Rose Galavez, Assistant Deputy City Clerk
22 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Penick moved the minutes of the regular meeting of July 10, 2023 and the minutes of the joint work session of July 17, 2023, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the Month of July, 2023

- 5 years – Valerie Chacon, Legal Department
- 10 years – Matthew Olenik, Hobbs Police Department
- 10 years – Jonathan Grandi, Hobbs Fire Department
- 15 years – Jonathan Bilano, Hobbs Fire Department
- 15 years – Mildred English, Hobbs Police Department

Mr. Gomez reviewed highlights about the work of each employee. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization.

Public Comments

Mr. Dennis Shearer expressed concerns regarding the lack of water and watering schedule at Prairie Haven Memorial Park. He stated there was no grass growing on his wife's grave so he seeded it and has been carrying water to it daily. He also complained that personal items including three crosses were removed from his wife's grave without his knowledge or prior notice. Mr. Shearer stated he has contacted staff at the Cemetery and attempted to contact his City Commissioner about these issues.

Mayor Cobb thanked Mr. Shearer for bringing these concerns to the Commission and stated the City Manager will contact Mr. Shearer to resolve these issues.

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.

Mayor Cobb thanked representatives of the Boys and Girls Club, Guidance Center and Habitat for Humanity who are present at tonight's meeting regarding the agreements related to pass-through Legislative funding. Mayor Cobb additionally thanked Representative Larry Scott for the Legislative funding in SB182 for these agencies.

Commissioner Calderón moved for approval of the following Consent Agenda item(s):

Resolution No. 7364 – Authorizing the Deletion and Removal of One Ricoh Copier Located at the Hobbs Fire Department from the City's Public Inventory

Resolution No. 7365 – Authorizing the Deletion and Removal of One Food Service Warehouse Ice Machine Located at the Rockwind Community Links Golf Course Clubhouse from the City's Public Inventory

Resolution No. 7366 - Authorizing a Contract for SB192 Legislative Appropriation in the Amount of \$125,000.00 to Habitat for Humanity for Purchasing Equipment and Services Supporting Low-Income Housing in Hobbs, New Mexico

Resolution No. 7367 – Authorizing a Contract for SB192 Legislative Appropriation in the Amount of \$75,000.00 to the Guidance Center of Lea County for Projects, Programs and Guidance Services for Homeless Persons in Hobbs, New Mexico

Resolution No. 7368 – Authorizing a Contract for SB192 Legislative Appropriation in the Amount of \$75,000.00 to the Boys and Girls Club of Hobbs for Youth Mentoring Services in Hobbs, New Mexico

Resolution No. 7369 – Approving a Professional Services Agreement Between the City of Hobbs and the Boys and Girls Club of Hobbs in the Amount of \$69,000.00 to Conduct a Summer Youth Program and Services Related to the Gus Macker 3-on-3 Basketball Tournament

Resolution No. 7370 – Adopting Budgetary Adjustment #7 for FY 2022-2023

Resolution No. 7371 – Approving the FY 2023 Department of Finance and Administration (DFA) 4th Quarter Financial Report for Lodgers' Tax

Resolution No. 7372 - Approving the FY 2023 Department of Finance and Administration (DFA) 4th Quarter Financial Report

Commissioner Penick seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Calderón 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. 7373 – Adopting the FY 2023-2024 Final Budget

Mr. Toby Spears, Finance Director, explained the budget adjustment for adoption of the FY 2023-2024 final budget. It is necessary to amend certain items within the fiscal year budget to provide for additional revenues, expenditures, and transfers not contemplated at the time of preparation of the 2023-2024 preliminary budget. He stated the total budget is \$219,664,726 with a beginning cash balance of \$179,177,691 and projected revenue of \$144,762,583. The projected ending cash balance for FY 2023-2024 is \$104,275,548. The General Fund cash balance will be 59%. Mr. Spears thanked Ms. Deb Corral, Assistant Finance Director, and all of the Department Heads for their help in working on the budget. Final budget documents must still be prepared and submitted to the Department of Finance and Administration by the final deadline of July 31, 2023.

Mayor Cobb and Commissioner Penick thanked the Finance Department for their excellent work in managing and administering the budget.

Mr. Manny Gomez, City Manager, thanked Mr. Spears and the Finance Department staff, the Department Heads and all City employees for their work in managing the budget. He stated work on the budget began in January, 2023. Mr. Gomez also thanked the Mayor and Commission for their leadership in approving the budget and for the 4% cost of living adjustment and up to 3% merit increase during these inflationary times.

There being no further discussion, Commissioner Fields moved that Resolution No. 7373 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 resolution and supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1154 - Authorizing a Lease Agreement with the Economic Development Corporation of Lea County for the Office Suite Located on the 2nd Floor of the City Hall Annex at 200 East Broadway in Hobbs, New Mexico

Ms. Valerie Chacon, Deputy City Attorney, explained the ordinance authorizing a lease agreement between the City of Hobbs and the Economic Development Corporation of Lea County (EDC). This is a 10-year lease agreement for use of the office space located on the Second Floor of the City Hall Annex building. The City will receive \$53,381.00 per year in rental income at a quarterly cost of \$13,345.25.

Proper publication having been made, and there being no public comment, Commissioner Smith moved that Ordinance No. 1154 be adopted as presented. Commissioner Mills 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. 7374 – Authorizing a Professional Services Agreement with the Economic Development Corporation of Lea County for FY 23-24

Mr. Bill Richards, Chair of the Economic Development Corporation of Lea County (EDC), stated the EDC is celebrating its 60th Anniversary. He thanked the City and County for the great partnership over the years. He stated the core responsibility of the EDC is to attract new businesses to the area and improve the quality of life for residents.

Ms. Jennifer Grassham, President and CEO of the EDC, provided an overview of the activities of the EDC and work to expand and diversify Lea County's economy. She explained how EDC helps by recruiting new employers, assisting with retention and expansion of existing businesses, as well as strengthening and promoting EnergyPlex brand recognition. Ms. Grassham provided an example of the business expansion of Flexsteel which first started with a satellite location in Hobbs in 2021. Now, in 2023, Flexsteel has announced they will be moving all of its operations to Hobbs with 100 employees.

A lengthy discussion took place regarding the airline service and FlyHobbs campaign, load factors and ridership statistics for the Houston and Denver flights.

Ms. Valerie Chacon, explained the resolution authorizing a professional services agreement between the City of Hobbs and the EDC for FY 23-24. She stated funding will be allocated as follows:

Operating	\$	240,000.00
Special Project	\$	50,000.00
Retail Recruitment	\$	25,000.00
Airline Marketing	\$	200,000.00
Airline Subsidy	\$	1,655,364.00

There being no further discussion, Commissioner Penick moved that Resolution No. 7374 be adopted as presented. Commissioner Mills 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. 7375 - Authorizing the Mayor to Execute a Memorandum of Understanding Between the City of Hobbs and Lea County, New Mexico, for Shared Airline Subsidy for FY 23-24

Ms. Valerie Chacon explained the resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) between the City of Hobbs and Lea County for shared airline subsidy for FY 23-24. Ms. Chacon reviewed the details of the terms and responsibilities of the joint requirements for the airline subsidy. She stated the City and County have each agreed to a subsidy of \$1,655,364.00.

There being no discussion, Commissioner Smith moved that Resolution No. 7375 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.

Consideration of Approval of a Contract Renewal with Utility, Inc., for Body Camera Hardware and Management System for the Hobbs Police Department Utilizing New Mexico State Price Agreement No. 80-000-18-00048AG in the Amount of \$1,612,590.00 for a Five-Year Contract, Billed at a Rate of \$322,518.00 Annually

Mr. August Fons, Chief of Police requested approval of a contract renewal with Utility, Inc., for body camera hardware and management system. He explained the hardware consists of new body cameras, in-car media controllers, front dash cameras, vehicle diagnostics and on-site installation. Chief Fons stated use of body cameras is currently mandated by law but not funded by the State of New Mexico.

In response to several questions by Commissioner Fields and Commissioner Penick, Mr. Steve Blandin, IT Administrator for the Hobbs Police Department, provided the various differences between the previous hardware and the new version along with similarities of the body camera hardware and management systems.

Following a brief discussion, Commissioner Calderón moved that the contract renewal with Utility, Inc., for body camera hardware and management system for the Hobbs Police Department be approved 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 supporting documentation are attached and made a part of these minutes.

Resolution No. 7376 – Authorizing the City Manager to Execute a Joint Powers Agreement with the New Mexico Self-Insurers’ Fund for Provision of Services and Group Self-Insurance

Ms. Selena Estrada, Risk Manager for the City of Hobbs, presented the resolution authorizing the City Manager to execute a Joint Powers Agreement with the New Mexico Self-Insurers’ Fund. She stated the Fund will provide liability coverage for the City of Hobbs for various lines and will act as the City’s primary insurer for FY 23-24. The Fund’s Board will vote on the City’s admission to the Fund and, if approved, coverage will begin October 1, 2023 and the policy year will end June 30, 2024. Ms. Estrada stated it was not an easy decision but the City has a fiduciary responsibility to spend its funds wisely. She stated the City has been insured through Daniels Insurance for years and would like to publicly thank them for their service to the City.

Commissioner Mills stated he believes the Fund is well run from his research and that change is difficult, at times.

Mayor Cobb stated it is a one-year contract and the City can go to market at any later time, should it choose to do so. He expressed appreciation to staff for their leadership on this item and stated he has met with Daniels Insurance about the issue. Mayor Cobb stated there has been some unfavorable legislation toward municipalities related to qualified immunity and an increase of tort limits.

There being no further discussion, Commissioner Smith moved that Resolution No. 7376 be adopted as presented. Commissioner Gerth seconded the motion voting 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. 7377 – Authorizing an Allocation of Lodgers’ Tax Funds for Various Events for the First Quarter of FY 2024

Mr. Toby Spears, Finance Director, explained the resolution authorizing an allocation of Lodgers’ Tax Funds for the Lea County Fair & PRCA Rodeo “America’s Heroes” night in the amount of \$83,113.00 and the Permian Basin USSSA Hobbs Fall Turf Games in the amount of \$21,750.00. Mr. Spears presented the estimated June 30, 2023, cash balance for the Lodgers’ Tax fund and adjusted projected revenue projections.

Mayor Cobb requested Mr. Jim Kemp, General Manager for Lea County Fair and PRCA Rodeo, to present the details planned for this year’s event.

Mr. Kemp stated there have been many updates made to the Lea County Fairgrounds, including the installation of a sound system in the barn, a new ticketing system with more accurate head count, and approval for a fourth free admission day at the event.

Mr. Kemp stated the entertainment artists this year are as follows: Alabama, For God and Country, Tracy Lawrence, and Wade Bowen.

There being no discussion, Commissioner Mills moved that Resolution No. 7377 be adopted as presented for funding in the amounts as requested. Commissioner Fields seconded the motion voting 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.

Consideration of Approval of a CES Contract Award to Souder, Miller & Associates for Design of the Phase 12 Waterline Replacement Project in the Amount of \$227,835.95

Mr. Tim Woomeer, Utilities Director, reviewed the contract and stated the previous phases of the waterline replacement project have successfully been completed and the Phase 12 waterline project will add to the total by improving an additional three miles of waterline. The new installation will replace old existing water distribution mains, fire hydrants, existing control valves, existing water service laterals, and perform miscellaneous concrete and pavement improvements at various locations around the City of Hobbs. The total design cost of the Phase 12 waterline Replacement project is \$227,835.95.

Following a brief discussion, Commissioner Penick moved that the CES contract with Souder, Miller & Associates, be approved 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 contract and supporting documentation are attached and made a part of these minutes.

Resolution No. 7378 – Authorizing the City Manager to Enter into a Contract with the New Mexico Non-Metro Area Agency on Aging for Funding for the Hobbs Senior Center

Mr. Doug McDaniel, Recreation Director, and Ms. Angela Courter, Senior Affairs Coordinator, explained the resolution authorizing the City Manager to enter into a contract with the New Mexico Non-Metro Area Agency on Aging. He stated the contract is to receive funds to provide meal services and transportation for senior citizens. Mr. McDaniel stated it is anticipated for FY 24, the Senior Center will distribute approximately 42,000 meals and provide approximately 3,000 units of transportation.

Ms. Courter stated not only does the Senior Center provide meal services and transportation but it also provides activities for senior citizens such as bingo, quilting and dances.

Ms. Courter stated the Non-Metro Area Agency on Aging has awarded the City of Hobbs Senior Center up to \$212,788.76.

In response to Commissioner Fields' question, Ms. Courter stated the quilting hours for the "Nimble Thimbles" is Wednesday and Thursday from 9:00 a.m. to 11:00 a.m.

There being no further discussion, Commissioner Fields moved that Resolution No. 7378 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.

Comments by City Commissioners, City Manager

Mr. Gomez invited the public to attend the Pickleball Tournament on July 29, 2023, at the CORE. He stated registration is available online on the portal at corehobbs.com and check-in starts at 8:00 a.m. with the first game starting at 9:00 a.m.

Mr. Gomez reminded the public that Movies Under the Stars will be held on August 18, 2023, at Taylor Elementary School. The movie will be "Lyle Crocodile" and it begins at sundown.

Mr. Gomez stated school starts on August 9, 2023, and everyone should be aware of crossing guards and children on the streets.

Mr. Gomez announced he received a message just before the Commission Meeting started that Mr. Efren Cortez has been appointed as the new Fifth Judicial District Judge replacing Judge Shoobridge who recently retired. Mr. Gomez congratulated Mr. Cortez and thanked him for his 10 years of dedicated service to the City of Hobbs.

Commissioners Smith, Penick, Calderón, Fields, Mills and Gerth all stated Mr. Cortez will be missed and thanked him for all the advice he has given throughout his years with the City.

Commissioner Fields stated he attended a town hall meeting with his district constituents and the greatest concerns he heard were about speeding throughout town and the deterioration of the Hobbs Apartments.

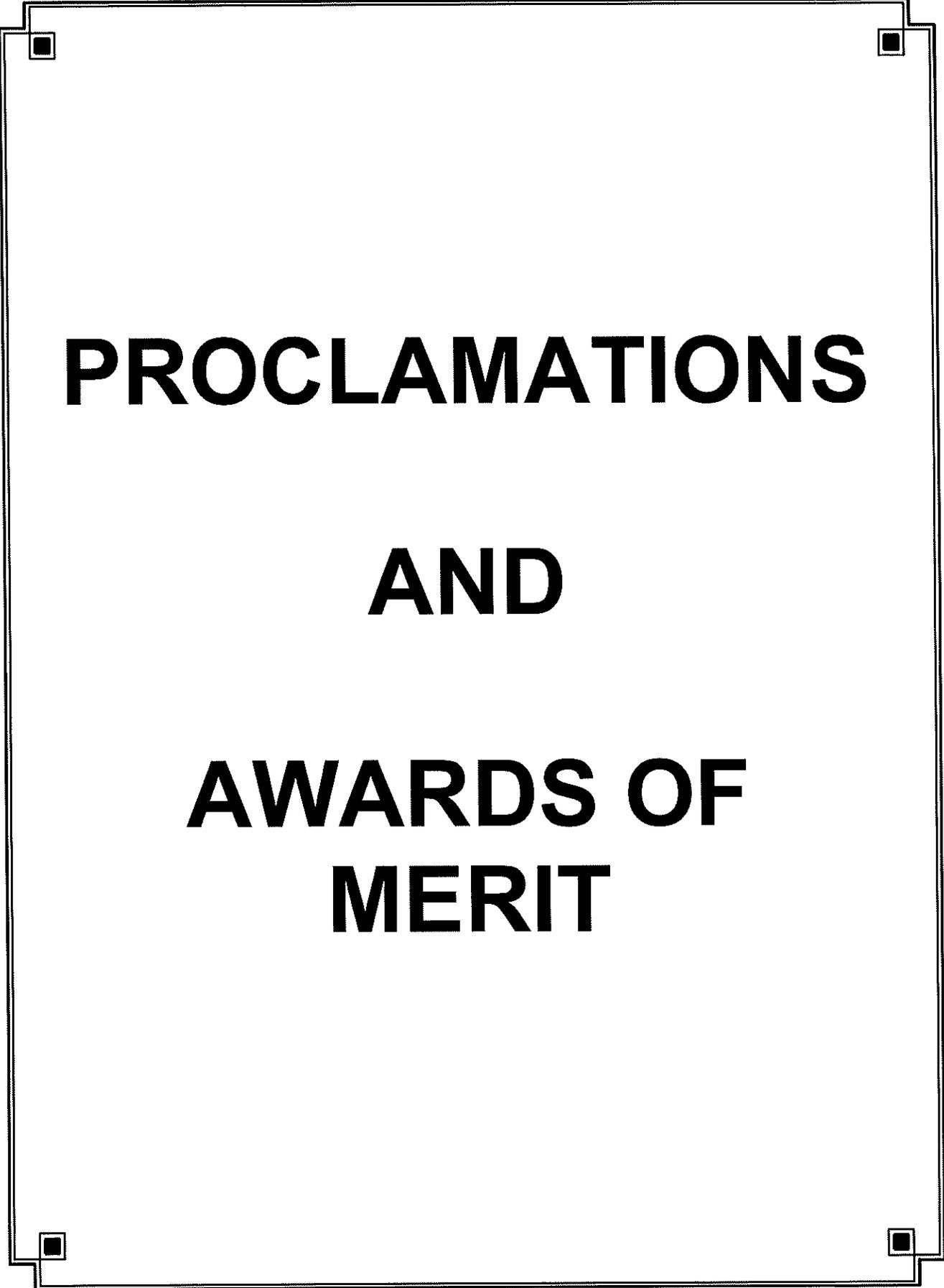
Mayor Cobb congratulated Mr. Efren Cortez and stated the City of Hobbs may be losing a City Attorney but Lea County is gaining a great judge.

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. 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. The meeting adjourned at 7:35 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, there is now a new day dedicated to never giving up called Never Give Up Day which is an International Day celebrated worldwide on August 18th; and

WHEREAS, celebrating Never Give Up Day is a necessary part of life as most of us must understand the importance of never giving up in our personal as much as in our professional life; and

WHEREAS, just like any other special day, our strong presence of ambition, drive, and determination not to give up must be celebrated on a particular day each year; and

WHEREAS, Never Give Up Day is a highly relevant day for health care providing organizations, associations and charities to hold a call to action and fundraising activities; and

WHEREAS, Never Give Up Day can greatly assist every caregiver in their efforts to help find the right door for those who need specific treatment, help or services; and

WHEREAS, such a valuable initiative will have a positive influence on the image of the city and its people;

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim August 18, 2023, as

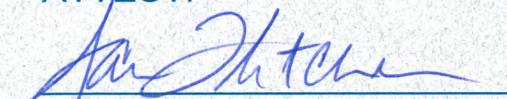
“NEVER GIVE UP DAY”

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of August, 2023, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, Mayor

ATTEST:


JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2023

SUBJECT: Resolution Authorizing the Mayor to Execute an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments for FY 23-24

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: July 25, 2023
SUBMITTED BY: Julie Nymeyer, Executive Assistant

Summary:

This resolution authorizes an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments (COG) for FY 23-24. The COG is the regional council of the designated planning and development district representing District 6, consisting of Lincoln, Otero, Chaves, Eddy and Lea Counties. The COG provides planning, technical assistance and capacity building services to local governments in Southeastern New Mexico. The COG also assists in community and economic development, transportation and public works projects. The COG is the officially recognized regional council to receive grant-in-aid from the Secretary of the Department of Finance and Administration, in the event such payments are made. The City of Hobbs' contribution amount to the COG is \$10,237.00.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Funding has been approved in the FY 23-24 preliminary budget 010100-42601.

Attachments:

Resolution and Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the agreement.

Approved For Submittal By:

[Signature]
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7379

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT

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

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

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

II. The Member agrees to the following:

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

Entered into this 7th day of August, 2023, at

ATTEST:

Clerk

ATTEST:

Dora Batista, Secretary

CITY OF HOBBS

New Mexico

Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

Mike Gallagher, President



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

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

July 5, 2023

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

Dear Mayor Sam Cobb:

With regard to your annual membership in the District for the 2023-2024 fiscal year, we have enclosed the following:

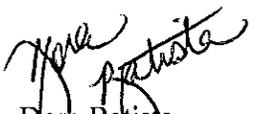
- I. **AGREEMENT** – required by the Department of Finance and Administration for disbursement of local funds and which conforms to state regulations. Two copies are enclosed. After the Agreement has been executed, please keep one copy and return one to our office.
- II. **RESOLUTION** – upon approval by your council or commission, it is to be signed, attached to and distributed with the attached Agreement.
- III. **2023-2024 ASSESSMENT SCHEDULE AND BUDGET FOR 2023-2024** enclosed for your information.
- IV. **WORK PROGRAM FOR STATE APPROPRIATED FUNDS** – enclosed for your information.
- V. **INVOICE** – enclosed for billing and bookkeeping purposes. Please return one copy with your check.

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

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

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

Sincerely,


Dora Batista
Executive Director

DB/pm
Enclosures

SNMEDD APPROVED BUDGET 2023-2024

	Budget
Income	
Contracts And Fees Income	\$5,000.00
DFA-Grant Writing Reimbursement	\$88,014.44
DFA NM Govt. Approp.	\$99,000.00
DFA Grants Mgmt (new)	\$200,000.00
EDA Fed Gov't	\$70,000.00
EDA Disast EDA Disaster Recovery Grant	\$250,000.00
Grant Administration	\$130,000.00
Interest Income	\$100.00
Led-Tech Cap Grant Reimb	\$64,708.59
Legislative Cap Grant (new)	\$175,000.00
Member Dues	\$102,790.00
Reimbursement Income	\$100.00
Unbudgeted Revenue	\$0.00
Total Income	\$1,184,713.03
Expense	
Advertising	\$500.00
Audit	\$16,703.00
Total Communication	\$8,725.00
Contract Services	\$250,000.00
DFA Grants Mgmt (new)	\$200,000.00
Equip Lease/Repair	\$7,500.00
Equip. Purchases	\$4,000.00
Fringe Benefits	\$100,000.00
Legis Tech Cap Grant (new)	\$175,000.00
Payroll Taxes and Expense	\$22,000.00
Program Operations	\$66,514.00
Salary and Wages	\$236,493.55
Travel	\$20,000.00
Unbudgeted Balance	\$77,277.48
Total Expense	\$1,184,713.03

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER

2023-2024

Chaves County	\$8,000	
Eddy County	\$8,000	
Lea County	\$8,000	
Lincoln County	\$7,000	
Otero County	\$8,000	
Town of Dexter	\$1,000	
Town of Hagerman	\$1,000	
Town of Lake Arthur	\$1,000	
City of Roswell	\$13,588	
City of Artesia	\$3,450	
City of Carlsbad	\$7,641	
Village of Hope	\$1,000	
Village of Loving	\$1,000	
City of Eunice	\$1,000	
City of Hobbs	\$10,237	
City of Jal	\$1,000	
City of Lovington	\$3,303	
Town of Tatum	\$1,000	
Village of Capitan	\$1,000	
Town of Carrizozo	\$1,000	
Village of Corona	\$1,000	
Village of Ruidoso	\$2,450	
City of Ruidoso Downs	\$1,000	
City of Alamogordo	\$9,121	
Village of Cloudcroft	\$1,000	
Village of Tularosa	\$1,000	
TOTALS:	\$102,790	

Southeastern New Mexico Economic Development District/ Council of Governments

FY 2023-2024 ANNUAL WORK PLAN

State of New Mexico Grant-In-Aid Program

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

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

- Task 1.1 Prior to July 1, 2023 submit a Board approved Annual Work and Operations Budget to the Local Government Division.
- Task 1.2 Submit Quarterly Progress Reports and payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter. Quarterly reports must be approved by the Board of Directors prior to submittal. The Annual Report will be submitted following the Annual Meeting in January, 2023.
- Task 1.3 Provide professional development training to staff at least once annually.
- Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors a training or information component to benefit local elected officials such as speakers from relevant agencies.
- Task 1.5 Attend regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able.

Task 1.6 Attend regularly scheduled Board Meetings, conferences, or webinars sponsored by the Southwest Regional Executive Directors Association and the National Association of Development Organizations (NADO), and New Mexico Association of Regional Councils.

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

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

Task 2.1 Inform all members of CDBG, EDA, USDA, CIF and other funding program rule changes and Notifications of Funding Assistance (NOFA) including recover act funds.

Task 2.2 Prepare and complete funding assistance applications for members upon their request including the conducting of public hearings as may be necessary.

Task 2.3 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency.

Task 2.4 Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding.

Task 2.5 Assist local governments with the seeking of funds for updating comprehensive plans

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

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

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

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

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

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

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

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

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

- Task 5.1 Coordinate a minimum of one training session in planning, budgeting, finance, auditing and/or administration for District Officials and their staffs.
- Task 5.2 Work with rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule.
- Task 5.3 Engage rural members and non-members requesting assistance in “project prospectus development”, develop, review and vet projects seeking funding sources to meet specific project needs. Assistance may be based on a Board approved fee for service schedule.
- Task 5.4 Offer a training workshop to rural water associations and other non-member organizations in each county on the capital improvement project planning process.
- Task 5.5 Provide opportunities and information for local government staff and/or elected officials to attend capacity building training, workshops

and conferences sponsored by state, regional and national planning and development organizations and funding sources.

Task 5.6 Provide US Census data information and support for the region as the US Census Bureau Affiliate.

Task 5.7 Provide public relations for the SNMEDD and local governments through continuous media dissemination.

Task 5.8 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation.

Task 5.9 Educate and inform the general public, legislative and congressional law makers about the negative impact of regulatory constraints on local economies.

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

Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region.

Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region.

Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees.

Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERTPO) and encourage their input in regional transportation planning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Dora Batista
Executive Director

**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

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

Invoice

Invoice Date: July 5, 2023

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

DESCRIPTION

AMOUNT

FY 2023-2024 MEMBER GOVERNMENT CONTRIBUTION	\$10,237.00
	Total Due \$10,237.00

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

T h a n k Y o u

"Leadership to enhance the region's quality of life, services and jobs"



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2023

SUBJECT: A RESOLUTION AMENDING THE CITY OF HOBBS CELL PHONE POLICY
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: August 2, 2023
SUBMITTED BY: Toby Spears, Finance Director

Summary: The City of Hobbs established a cell phone policy on June 18th, 2007 (Resolution # 4822). The resolution authorizes the City of Hobbs to amend the current cell phone policy bi-weekly stipend amount from \$23.08 to \$50.00. If adopted, the effective date of the policy would be effective August 7, 2023.

Fiscal Impact:

Reviewed By: Finance Department

Total estimated annual amount would be \$145,600. (current cell phone stipend roster is 112 employees)
Fiscal year preliminary budget is set at \$148,200.

Legal Review:

Approved As To Form: Valerie S. Chacon City Attorney

Attachments:

- Resolution
Amended Cell Phone Policy
Amended Employee Cell Phone Agreement

Recommendation:

The Commission should approve the amended cell phone policy resolution.

Approved For Submittal By:

Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7380

A RESOLUTION AMENDING THE CITY OF HOBBS CELL PHONE POLICY

WHEREAS, the City of Hobbs Commission, authorizes the amendment of the City of Hobbs cell phone policy; and

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, an amended cell phone policy, to be effective August 7, 2023, a copy of which is attached hereto and incorporated hereby reference, be and is hereby adopted and approved.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Purpose

To establish a policy for the management and use of wireless (cellular) telephones for City employees.

Policy

1. The City recognizes a need for the use of wireless telephones by City employees in the performance of their duties. The City Manager along with Department Heads determine which employees require the use of a wireless telephone.
2. The City will not supply a City-owned cellular telephone to every employee. For those employees who require the use of a cellular telephone as designated by a Department Head, they will receive a bi-weekly allowance in their paycheck to offset a portion of the expense of a personal cellular telephone. The cellular telephone they use will be their personal property, billed to their home address, and the employee will be responsible for the monthly bill.
3. The bi-weekly allowance amount for each individual will be set by the City Manager and will be each payday. In addition, most vendor plans include "unlimited" night and weekend minutes. Effective **August 7, 2023**, the bi-weekly allowance will be **\$50.00**.
4. Employees will be allowed to make and receive personal calls on the cellular telephone they use in the course of their work duties. Personal calls made or received during normal work hours will be kept to a minimum. The allowance plan is not designed to cover the full cost of a cellular telephone but rather to fund a portion of the allowance plan granted to an employee, since the telephone can be used for personal business.
5. Certain telephones or cellular plans may be required of an employee due to work circumstances; in those cases, the allowance may be adjusted upwards to cover an increased expense if necessary.
6. Exceptions to this policy may be granted when, for security purposes, it is necessary for the City to purchase a telephone and a cellular usage plan for an employee.
7. A call log will be maintained for all hard-mounted telephones, ambulances and crime scene unit, and will be maintained during each use of the vehicle. Employees' name must be on the log and any undocumented calls will be charged to that employee at the overage rate for the cell plan. A log must be maintained for all incoming and outgoing calls. Any undocumented phone calls will be considered personal and will be charged to the employee listed on the log for that period of usage.
8. Telephones and accessories for cellular service will be purchased by the employee and will remain the property of the employee.

9. The Department Head will initiate a Wireless Telephone Authorization Form for any employee who is authorized to receive a cellular phone. A completed form, signed by the Department Head, is then forwarded to Human Resources for processing.
10. The bi-weekly allowance will continue until such time as the City Manager and the Department Head initiates an action to discontinue the allowance or the employee's employment with the City is terminated. Note: As employees are entering into personal agreements, based on the City's agreement to issue an allowance, termination of the stipend within the first twelve (12) months, for any reason other than termination of employment is prohibited by this policy.
11. If the City Manager and Department Head determine that a particular vehicle should be equipped with a City-owned cellular telephone the following procedure is to be used:
 - A. The purchase/lease of a cellular telephone, its accessories and batteries and associated service, must be made through the Procurement Division. Only the lowest cost telephone commensurate with the type of service required will be purchased. Exceptions must be specifically approved by the City Manager.
 - B. Personal calls are not permitted on City-owned cellular telephones and users must reimburse the City for any calls made at the carrier's overtime rate.
 - C. Requests for replacement phones, accessories, and batteries do not require City Manager approval.
 - D. Monthly bills for service must be reviewed by the Department and all non-business charges noted. The reviewed bill will then be forwarded to the Financing Department for payment. Listing of employees that owe for personal calls will be submitted with the cell phone bill. Finance Department will bill the employees for any balances due.
 - E. It is the Department's responsibility to ensure that each cellular telephone has the proper rate plan applied to the telephone.
 - F. The Division noting which employee is using the telephone must keep a daily log. This log must be updated each working day.
12. All bills for City-owned cellular telephones are subject to review by the City Manager, Department Head and Finance Department.

CELLULAR PHONE AGREEMENT

It has been determined by the City Manager and Department Head that the undersigned employee will be required to carry a cellular phone in the performance of their duties.

I understand the City will not supply a cellular telephone for my use. I further understand it is my responsibility to obtain cellular service from the vendor of my choice.

I understand the City will provide a bi-weekly allowance of to offset a portion of the cost of my cellular plan. I understand this allowance of \$50.00 will be added to my paycheck and will be subject to payroll taxes and the allowance will be included in my annual wages.

I have read the Cellular Phone Policy and agree to abide by the terms.

I understand I must attach a copy of my service contract or current billing before the allowance will be initiated.

I also understand it is my responsibility to maintain the service and will notify my Department Head should any interruption of service occur. I also understand the City Manager and my Department Head has the right to verify continued service.

Employee Printed Name

SSN

Employee signature

Date

Department Head signature

Date

City Manager

Date

Payroll Accountant

Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOBBS AND LEA COUNTY FOR HOBBS ANIMAL ADOPTION CENTER OPERATIONAL AND STAFF EXPENDITURES FOR \$125,000.00

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 27, 2023
SUBMITTED BY: Toby Spears, Finance Director

Summary: On June 29th, 2023, the Board of County Commissioners of Lea County approved the request of County Commissioner Brad Weber, to use a portion of his discretionary funds, up to \$125,000.00 as a grant to the City of Hobbs for the Hobbs Animal Adoption Center operations and personnel expenditures. This resolution authorizes the Mayor to execute a Memorandum of Agreement with the City of Hobbs and Lea County.

Fiscal Impact: Reviewed By: [Signature] Finance Department

Budget revenue and expense amounts are approximately \$125,000.00

Attachments: Resolution; MOA,

Legal Review: Approved As To Form: Valerie S. Chacon City Attorney

Recommendation: The Commission should consider approval of this measure.

Approved For Submittal By: [Signatures] Department Director, City Manager
CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.

CITY OF HOBBS

RESOLUTION NO. 7381

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND
LEA COUNTY FOR HOBBS ANIMAL ADOPTION CENTER OPERATIONAL AND
STAFF EXPENDITURES FOR \$125,000.00

WHEREAS, the Board of County Commissioners of Lea County approved the County Commissioner, Brad Weber's request to use his discretionary funds in the amount of \$125,000.00 as a grant to the City of Hobbs for the Hobbs Animal Adoption Center's operations and personnel expenditures; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby directed to execute a Memorandum of Understanding with Lea County for Hobbs Animal Adoption Center operational and staff expenditures in the amount of \$125,000.00.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Agreement is made on the date of the signatures below by and between Lea County, New Mexico, (hereinafter "County") and the City of Hobbs (hereinafter "City").

PURPOSE

The purpose of this Memorandum of Agreement is to memorialize the terms and agreement, including changes thereto, between County and City regarding County's grant of \$125,000.00 for operational and staff expenditures for the Hobbs Animal Adoption Center.

WHEREAS, at its regular meeting June 29th, 2023, the Board of County Commissioners of Lea County approved the request of County Commissioner Brad Weber to use a portion of his discretionary funds, up to \$125,000.00 as a grant to the City for operational and staff expenditures for the Hobbs Animal Adoption Center; and

WHEREAS, the City wishes to accept the funds for the operational and staff expenditures for the Hobbs Animal Adoption Center.

AGREEMENT

1. The County will provide a grant up to \$125,000.00 to the City.
2. The City will use the grant funds for the operational and staff expenditures for the Hobbs Animal Adoption Center.

SOVEREIGN IMMUNITY

County and City and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in this Memorandum of Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to County and City and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Memorandum of Agreement that it is not intended by any of the provisions of any part of the Memorandum of Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Memorandum of Agreement to maintain, pursuant to the provisions of the Memorandum of Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both County and City shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Agreement shall continue in full force and effect, until the grant funds have been used or July 31, 2024, whichever occurs first.

SEVERABILITY

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

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this Memorandum of Agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

This Memorandum of Agreement shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Agreement shall be in full force and effect upon execution and approval of the parties hereto.

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Dean Jackson,
Lea County Chair

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
John W. Caldwell
County Attorney

Date: _____



**LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM**

LCBCC Meeting Date: Thursday, June 29, 2023

Submit this summary form & all attachments to agenda@leacounty.net by:

Monday, June 20, 2023

County Manager Approval required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 06/20/2023	SUBMITTED BY Name, Title, Dept: Ke'Onna Yates, Executive Administrator Coordinator
SUBJECT: Discretionary Funding to City Hobbs for Animal Operations and Services	ATTACHMENT(S): Resolution
NO. OF ORIGINALS FOR SIGNATURE: N/A	ACTION REQUESTED: Action Item
BUDGET LINE ITEM NUMBER: N/A	FISCAL BUDGET YEAR: N/A

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:

SUMMARY:
\$125,000 Appropriation from District 2 Fiscal Year 2022-2023 Discretionary Funding to City Hobbs for Animal Operations and Services

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small>	See Additional Summary Attached <input type="checkbox"/>
--	---

SUBMITTER'S RECOMMENDATION(S):	Submitter's Signature Department Director, Etc.
---------------------------------------	---

FINANCE REVIEW Fiscal Impact/Cost:	Reviewed by Finance Director
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LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
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COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda
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Item No. 0104			RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____	Denied: _____	Other: _____	Resolution No. <u>23-JUN-145R</u>	Policy No. _____	Ordinance No. _____
Continued To: _____	Referred To: _____	Comments: _____			

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 23-JUN-145R

A RESOLUTION APPROVING \$125,000 APPROPRIATION FROM DISTRICT 2
FISCAL YEAR 2022 – 2023 DISCRETIONARY FUNDING TO THE CITY OF HOBBS FOR ANIMAL
OPERATIONS AND SERVICES

WHEREAS, Lea County wishes to partner with local governmental entities on projects to improve the quality of life in Lea County; *and*

WHEREAS, funds are budgeted for each of the five County Commissioners for the purpose of community partnerships and improvements; *and*

WHEREAS, District TWO (2) County Commissioner Brad Weber wishes to use a portion (\$125,000) of his budgeted discretionary funds for a partnership with the City of Hobbs for the operations and staff of the animal adoptions and services department.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that a grant of \$125,000 be awarded to the City of Hobbs.

BE IT FURTHER RESOLVED that the County Manager may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 29th day of June, 2023, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS



Dean Jackson (District 1), Chair
Voted: Yes No Abstain



Gary G. Eidson (District 3), Vice Chair
Voted: Yes No Abstain



Brad Weber (District 2), Member
Voted: Yes No Abstain



Jonathan Sena (District 4), Member
Voted: Yes No Abstain

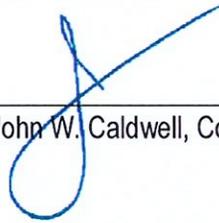


Pat Sims (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: _____
Cynthia Ramirez, Deputy Clerk



John W. Caldwell, County Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: AUGUST 7, 2023

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND THE UNIVERSITY OF THE SOUTHWEST FOR USE OF BAKER FIELD AT THE VETERANS MEMORIAL COMPLEX

DEPT. OF ORIGIN: Recreation Department

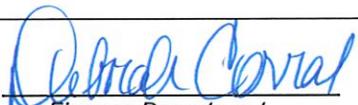
DATE SUBMITTED: July 31, 2023

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

The City of Hobbs leases land from the State of New Mexico at the Veterans Memorial Complex site. The University of the Southwest (USW) will use Baker Field for practices and home games during the 2023-2024 academic year. The proposed agreement mandates that the USW Women's Softball Team has priority for the use of Baker Field. The City and USW will cooperate to allow youth baseball and softball tournaments, and other events/activities to be played on Baker Field. The term of the MOU is for one year, with three additional one year terms.

Fiscal Impact:

Reviewed By: 
Finance Department

The University of the Southwest will pay the City \$10,400.00 annually for the use of Baker Field to offset facility maintenance costs incurred by the City. For the 2023-2024 academic year, this payment will be due on September 1, 2023. For the 2024-2025 academic year and in successive academic years, this payment will be due on August 1.

Attachments: Resolution, Copy of the Memorandum of Understanding

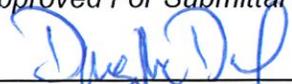
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends approval of 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. 7382

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE
UNIVERSITY OF THE SOUTHWEST FOR USE OF BAKER FIELD AT THE
VETERANS MEMORIAL COMPLEX BY THE USW SOFTBALL TEAM

WHEREAS, the City and the University of the Southwest (USW) seek to enter into an agreement wherein the USW Softball Team utilizes Baker Field at the Veterans Memorial Complex; and

WHEREAS, the University of the Southwest will pay the City, annually, an amount of \$10,400.00 to offset facility maintenance expenses incurred by the City of Hobbs; and

WHEREAS, the City of Hobbs will grant the USW Softball Team priority use of Baker Field during the academic year, and the City and USW will work together to schedule other tournaments and events at Baker Field; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the University of the Southwest for use of Baker Field at the Veterans Memorial Complex.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MEMORANDUM OF UNDERSTANDING AND FIELD USE AGREEMENT
BETWEEN THE UNIVERSITY OF THE SOUTHWEST AND THE CITY OF HOBBS

THIS MEMO OF UNDERSTANDING AND AMENDED FIELD USE AGREEMENT made and entered into by and between the City Commission of the City of Hobbs, New Mexico (hereinafter "City"), and the University of the Southwest (hereinafter "USW"); and

WHEREAS, the City and USW previously entered into an agreement regarding the use of Baker Field in 2004; and

WHEREAS, there has been a substantial change in circumstances regarding Veterans Memorial Complex in that artificial turf has been installed on the Baker Field; and

WHEREAS, it is deemed that this agreement is for the common good to the contracting parties and general public; and USW unifies their authority and resources in the usage, maintenance and any pending or future improvements of Baker Field to be used by citizens of the City through the School in their athletic programs.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. USE OF SITE

USW will use Baker Field for the practice and for the home games of USW's softball team.

USW's use of Baker Field will occur primarily during the school year, September through May; USW agrees that during the summer months, June through August, the City has priority in the use of Baker Field.

As soon as its softball schedule is finalized, USW shall provide a copy of its home game schedule, along with a copy of its practice schedule, to the Parks & Recreation Director of the City of Hobbs.

Regularly scheduled games and tournaments for both groups will take priority over practice sessions and the City and USW will act in good faith to meet the needs of both the USW softball team's needs and the needs of the public desiring to use Baker Field.

2. MAINTENANCE

The City and USW shall share the maintenance activities as follows:

USW will be responsible for the maintenance of the following areas during their season (September – May, as above) and during all other use for practices, games and tournaments outside of September – May on Baker Field:

Daily maintenance (grooming, replenishing of crumb rubber, brushing) of all high traffic/high- use areas including but not limited to batter's boxes, pitcher's circles, sliding areas around first, second and third bases and home plate. To prevent accelerated wear, hitting/batting/pitching mats should be used daily during practices. At the conclusion of each practice, the facility must be locked to include gates, restrooms, and storage buildings. The City is responsible for purchasing, providing, maintaining and installing all permanent fencing around Baker Field, USW is responsible for purchasing, providing, maintaining and installing all wind screens and USW banners, placards or signs on the permanent fencing at Baker Field.

The City shall perform all maintenance activities to the facilities on a year round basis except for the activities the School is responsible for during the time frames as noted above. This includes for the City, but is not limited to all commonly associated grounds maintenance, to wit:

All necessary and appropriate cleaning of the artificial turf, refurbishing of crumb rubber, and installation and removal of portable pitching mounds. Additionally, City will solely and actively maintain all natural vegetation intimately associated with Baker Field. The City will also be responsible for maintenance of all backstop structures, backstop netting and bleachers.

In addition, the cleaning of dugouts, parking lots, concession stands and the maintenance of all furnishings/appliances in the concession stand, as well as the cleaning of public restroom facilities and press boxes will be the sole responsibility of USW during all practices, games and tournaments conducted by USW both during and outside of their season. The City will be responsible for cleaning of public restrooms and press box facilities at all other times. The City will maintain chain-link fencing, bleachers covers, scoreboards, field lighting, and other field amenities shall be operated and maintained by the City year round. Arrangements may be made to allow USW to operate a concession stand during their season and for any other USW softball team events held at Baker Field. If USW does not wish to operate the concession stand for these other events, the City may make arrangements to have concessions available. No sunflower seeds shall be sold by any concessionaire at any time.

Players, coaches, and team personnel of all teams shall not use, chew or spit sunflowers seeds or smokeless tobacco products of any kind while on any field or bullpen/warm-up area or in any dugout.

Parking for all coaches, players and spectators will be within the lined spaces in the parking lot adjacent to Baker Field.

Utilities will be furnished by the City at its sole expense. Use of field lights during the USW season (September – May) shall be at the discretion of the USW coaching staff and lights should be used only when necessary as to avoid unnecessary waste of public funds. The City recommends lights be used no sooner than thirty (30) minutes prior to sunset to the conclusion of practice when all lights should be turned off. Use and access to field lights at all other times outside September – May will be controlled by the City.

Trash and general cleanliness of the facilities, including the parking lot, shall be the sole responsibility of USW during USW events and during USW's season (practices, games, tournaments) as well as any activities scheduled by USW outside of their season. The City will be responsible for trash and general cleanliness of the facilities at all other times.

USW shall exercise reasonable diligence in preserving the aesthetic look and integrity of the facilities and artificial turf when in use and for the clean-up of any waste, stains or damage due to the use of sunflower seeds and/or smokeless tobacco and chewing gum that occur during School events.

Parking lot repair and maintenance shall be the sole responsibility of the City.

The City's No Animals Allowed ordinance is in effect at all times at the Veterans Memorial Complex.

3. COORDINATION

The Parks & Recreation Department shall coordinate issues regarding field usage for non-school groups as covered in Section 1.

4. COMPENSATION

USW will pay the City a sum of \$10,400 annually. In 2023, this payment will be made on September 1st, and in subsequent years, this payment will be made on the 1st day of August. This payment from USW to the City is to offset maintenance and operational expenses incurred with the daily operation of said fields. Compensation from USW to City will be made for the purpose set forth herein. Strict accountability of all receipts and payments will be maintained by City and USW.

5. CAPITAL PROJECTS/IMPROVEMENTS

Annual improvements to the facilities shall be performed, funded and coordinated by the City. Major repairs and improvements will be considered for cost sharing by both

entities, depending upon availability of funds to each party. Priority items may be moved forward by one entity at its sole expense, contingent on funding available to the party.

Permitting for improvements to the facility must be submitted to and approved by the State of New Mexico Land Office.

6. TERMS

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Each term ending at the conclusion of all regular season and/or post season N.A.I.A. sanctioned games following the 2019 season. Either side may terminate or renew this agreement with thirty (30) days advanced written notice.

7. MISCELLANEOUS

In the event that USW is in need of an additional field operated by City, not located in this complex for the purpose of practice, games or tournaments during their season, the maintenance requirements outlined in Section 2 of this Amended Agreement will extend to any other facilities utilized by USW during an overflow situation. USW shall notify City of reasonably certain overflow situation associated with games or tournaments during the USW season at least seven (7) days in advance of the potential overflow situation. All other maintenance required on any additional field for an overflow situation would be performed by the City at its sole expense. Request for overflow fields will be considered by the City if there are no previously scheduled events taking place on the overflow fields as requested by USW.

The City of Hobbs will continue to lease the land on which the Veteran's Memorial Complex is located from the State of New Mexico on an annual basis as required by the State Land Office until such time as the City does not have the lease with the State of New Mexico.

8. APPROVAL

This agreement incorporates all 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 agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

9. NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this Amended Agreement may be made in writing from time to time as the parties agree.

10. CHOICE OF LAW

This Amended Agreement is governed by the laws of the State of New Mexico and will bind and insure to the benefit of the City and Schools, their respective successors and assigns. Jurisdiction relating to any litigation or dispute arising out of this Amended Agreement shall be with the Fifth Judicial District Court of Lea County, State of New Mexico, only.

11. SEVERABILITY:

If any part or portion of this Amended Agreement shall be in violation of the laws of the State of New Mexico or the Constitution of New Mexico, only such part or portion thereof shall be thereby invalidated, and all other portions hereof shall remain valid and enforceable.

12. SOVEREIGN IMMUNITY

The City of Hobbs and USW and their employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and USW and their employees. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of either the City or USW, when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provision of the Joint Powers Agreements Act.

13. LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

14. INSURANCE

Both the City of Hobbs and USW will maintain liability insurance or qualify as a self-insured entity, as required by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ of _____, 2023.

ATTEST:

USW

Dr. Ryan Tipton, Interim President, USW

Date

THE CITY OF HOBBS, NEW MEXICO

SAM COBB, Mayor

Date

Manny Gomez, City Manager

Date

APPROVED AS TO FORM:

Valerie Chacon
Deputy City Attorney

Date

Attorney for USW

Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2023

SUBJECT: CONSIDERATION TO APPROVE AMENDMENT No. 1 TO AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2023
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs per Resolution #7170 entered into a Development Agreement with ALJO, LLC concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo. The Development Agreement allows for the partial reimbursement of costs to the Developer, upon certification by the Engineer of Record, providing said infrastructure is emplaced prior to September 1, 2023. Additionally, the original calculation for public participation of the required public infrastructures did not include public payment of oversizing, being an increased diameter of the public water system and an increase in street width, totaling \$7,351.00.

The Developer is requesting an extension of time on the Agreement and the public investment to oversize the required infrastructure. Approval of this Amendment No. 1 would amend the existing DA in its entirety and replace it with the amended version which extends the termination date to May 1, 2024 and requires the public to bear the cost of oversizing in an amount not to exceed \$7,351.00.

Fiscal Impact: Reviewed By: Deborah Corral, Finance Department

Budget Line: 44-4044-44901-00073 (JT UIL Extension)

Attachments: Resolution, Development Agreement No. 1 and original Resolution/DA.

Legal Review: Approved As To Form: Valerie S. Chacon, City Attorney

Recommendation: Commission considers approval / denial of the attached Amendment No. 1.

Approved For Submittal By: Kevin Robinson, Department Director; [Signature], City Manager

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

CITY OF HOBBS

RESOLUTION NO. 7383.

A RESOLUTION TO APPROVE AMENDMENT No. 1 TO AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs approved Resolution #7170 entering into an Infrastructure Extension Development Agreement with ALJO, LLC, concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the aforementioned Development Agreement terminates 550 days from ratification (September 1, 2023); and

WHEREAS, the aforementioned Development Agreement did not include public payment of oversizing, being an increased diameter of the public water system and an increase in street width, totaling \$7,351.00.

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

1. The City of Hobbs hereby approves Amendment No. 1 amending the existing DA in its entirety and replacing it with the amended version which extends the termination date to May 1, 2024 and requires the public to bear the cost of oversizing in an amount not to exceed \$7,351.00.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

AMENDMENT #1

PROJECTION OF RANCHLAND BETWEEN GLORIETTA AND NAVAJO

THIS AGREEMENT, made and entered into this 7th day of August 2023, between the **City of Hobbs**, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "**City**"); and **ALJO, LLC**, a New Mexico limited liability company, 3311 N. Grimes Street, Hobbs, NM 88240 (hereafter called "**Developer**").

RECITALS:

WHEREAS, Developer has proposed to construct the projection of **Ranchland** from the existing terminus at **Glorietta** north to the connection with **Navajo**; and

WHEREAS, the projection of **Ranchland**, a designated Major Collector, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the Collector; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan containing a 12" waterline. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse 1/2 of the developmental costs of the projection of **Navajo**; based on the approved Engineer of Records certified invoices or **\$201,757.50 whichever is less**, providing such reimbursement occurs prior to May 1, 2024.

A. Ranchland Assessments: Developers property located adjacent to Ranchland herein projected is hereby assessed for that portion of public funds as may be expended upon development and **not to exceed \$201,757.50** (being +/- 1,470 linear feet along the Center Line). Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$132.25 adjacent to Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

3. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- i. The Developer shall dedicate public right-of-way and develop, compliant with City provided design and Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way.
- ii. Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructure proposed.
- iii. Pay assessments to the City, at time of development, subdivision or conveyance, adjacent to Ranchland the center line linear foot pro rata amount of \$132.25.
- iv. Pay any assessment remaining unpaid ten (10) years after ratification of this agreement.

B. The City shall:

- i. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
- ii. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse a portion of the developmental costs of the projection of **Navajo**; based on the approved Engineer of Records certified invoices or **\$201,757.50 whichever is less**, providing such reimbursement occurs prior to May 1, 2024.
- iii. Assess Developers property located adjacent to Ranchland herein projected for that portion of public funds as may be expended upon development and **not to exceed \$198,082.50** (being +/- 1,470 linear feet along the Center Line).

4. **NOTICES:** All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

<u>CITY:</u> ATTN: Planning Dept. 200 E. Broadway Hobbs, NM	<u>DEVELOPER:</u> ALJO, LLC 3311 Grimes St. Hobbs, NM 88240
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5. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

6. REPRESENTATIONS OF CITY:

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

7. REPRESENTATIONS OF DEVELOPER:

A. To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

8. BREACH:

A. The following events constitute a breach of this Agreement by Developer:

i. Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

B. The following events constitute a breach of this Agreement by City:

i. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

9. REMEDIES UPON BREACH:

A. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.

B. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

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

- 11. **TERMINATION:** This Agreement concerning the emplacement of public infrastructure, being the projection of Ranchland between Glorietta and Navajo, shall be terminated upon the completion of all installation and construction defined herein or May 1, 2024. Assessments on Developers property adjacent to the public infrastructure herein emplaced shall be due and payable by the Developer according to Section 3 of this Agreement.

- 12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER – ALJO, LLC

Sam D. Cobb - Mayor

BY:

Title:

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Efren Cortez, City Attorney

CITY OF HOBBS

RESOLUTION NO. 7170

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with ALJO, LLC, concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the aforementioned Development Agreement requires the Developer to construct all of the public infrastructures as stated above; and

WHEREAS, after receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure dedications\ easements as required, the City shall reimburse the Developer for a portion of the costs of the Public Infrastructure so installed, not to exceed \$198,082.50, providing the same occurs within 550 days of ratification of the Development Agreement; and

WHEREAS, Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$134.75 adjacent to the projection of Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

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

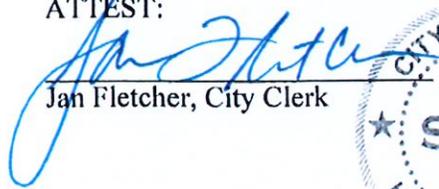
1. The City of Hobbs hereby approves the Infrastructure Extension Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of March, 2022.



Sam D. Cobb, Mayor

ATTEST:



Jan Fletcher, City Clerk



**PROJECTION OF RANCHLAND
BETWEEN GLORIETTA AND NAVAJO**

THIS AGREEMENT, made and entered into this 7th day of March 2022, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and ALJO, LLC, a New Mexico limited liability company, 3311 N. Grimes Street, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, Developer has proposed to construct the projection of Ranchland from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the projection of Ranchland, a designated Major Collector, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the Collector; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of Ranchland within the 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The City shall design the projection of Ranchland within an 80' dedicated right of way from the existing terminus north to the intersection of Navajo (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan containing a 12" waterline. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse 1/2 of the developmental costs of the projection of Ranchland; based on the approved Engineer of Records certified invoices or **\$198,082.50 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement.
 - A. **Ranchland Assessments**: Developers property located adjacent to Ranchland herein projected is hereby assessed for that portion of public funds as may be expended upon development and **not to exceed \$198,082.50** (being +/- 1,470 lineal feet along the Center Line). Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$134.75 adjacent to Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.
3. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- i. The Developer shall dedicate public right-of-way and develop, compliant with City provided design and Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way.
- ii. Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructure proposed.
- iii. Pay assessments to the City, at time of development, subdivision or conveyance, adjacent to Ranchland the center line linear foot pro rata amount of \$134.75.
- iv. Pay any assessment remaining unpaid ten (10) years after ratification of this agreement.

B. The City shall:

- i. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
 - ii. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse a portion of the developmental costs of the projection of **Ranchland**; based on the approved Engineer of Records certified invoices or **\$198,082.50 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement
 - iii. Assess Developers property located adjacent to Ranchland herein projected for that portion of public funds as may be expended upon development and **not to exceed \$198,082.50** (being +/- 1,470 linear feet along the Center Line).
4. **NOTICES:** All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

<u>CITY:</u> ATTN: Planning Dept. 200 E. Broadway Hobbs, NM	<u>DEVELOPER:</u> ALJO, LLC 3311 Grimes St. Hobbs, NM 88240
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5. This Agreement may be executed in one or more identical counterparts, and all counterparts so

executed shall constitute one agreement which shall be binding on all of the parties.

6. REPRESENTATIONS OF CITY:

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

7. REPRESENTATIONS OF DEVELOPER:

A. To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

8. BREACH:

A. The following events constitute a breach of this Agreement by Developer:

- i. Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

B. The following events constitute a breach of this Agreement by City:

- i. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

9. REMEDIES UPON BREACH:

A. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.

B. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

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

11. TERMINATION: This Agreement concerning the emplacement of public infrastructure, being the projection of Ranchland between Glorietta and Navajo, shall be terminated upon the

DA Projection of Ranchland between Gloriotta and Navajo, Page 4.

completion of all installation and construction defined herein or 550 days from ratification. Assessments on Developers property adjacent to the public infrastructure herein emplaced shall be due and payable by the Developer according to Section 3 of this Agreement.

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER - ALJO, LLC



Sam D. Cobb - Mayor



BY:



Title:

ATTEST:



Jan Fletcher, City Clerk



APPROVED AS TO FORM:



Efren Cortez, City Attorney

DA Projection of Ranchland between Glorietta and Navajo, Page 5.

Attachments:

- Attachment 1: Cost Breakdown
- Attachment 2: Location Maps - Roadway Layout

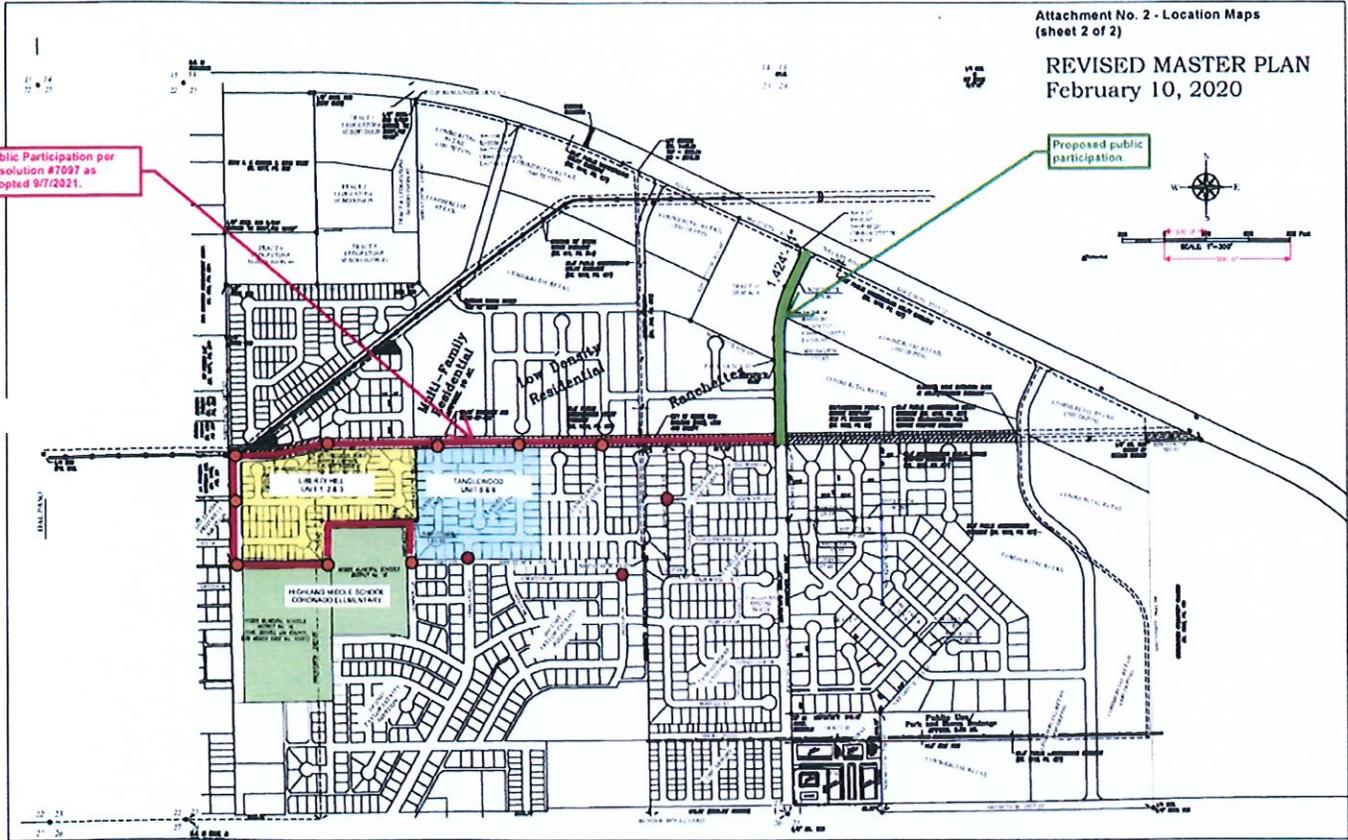
Description	City's Participation (\$ / lin. ft)	Estimated Length	City's Participation Estimated Total Cost (Not to Exceed)
RANGLAND - Full Collector Section - 50% participation in Roadway - 50% participation in 12" Water	\$ 134.75	1,470	\$ 198,082.50
TOTAL CITY PARTICIPATION (Not to Exceed)			\$198,082.50

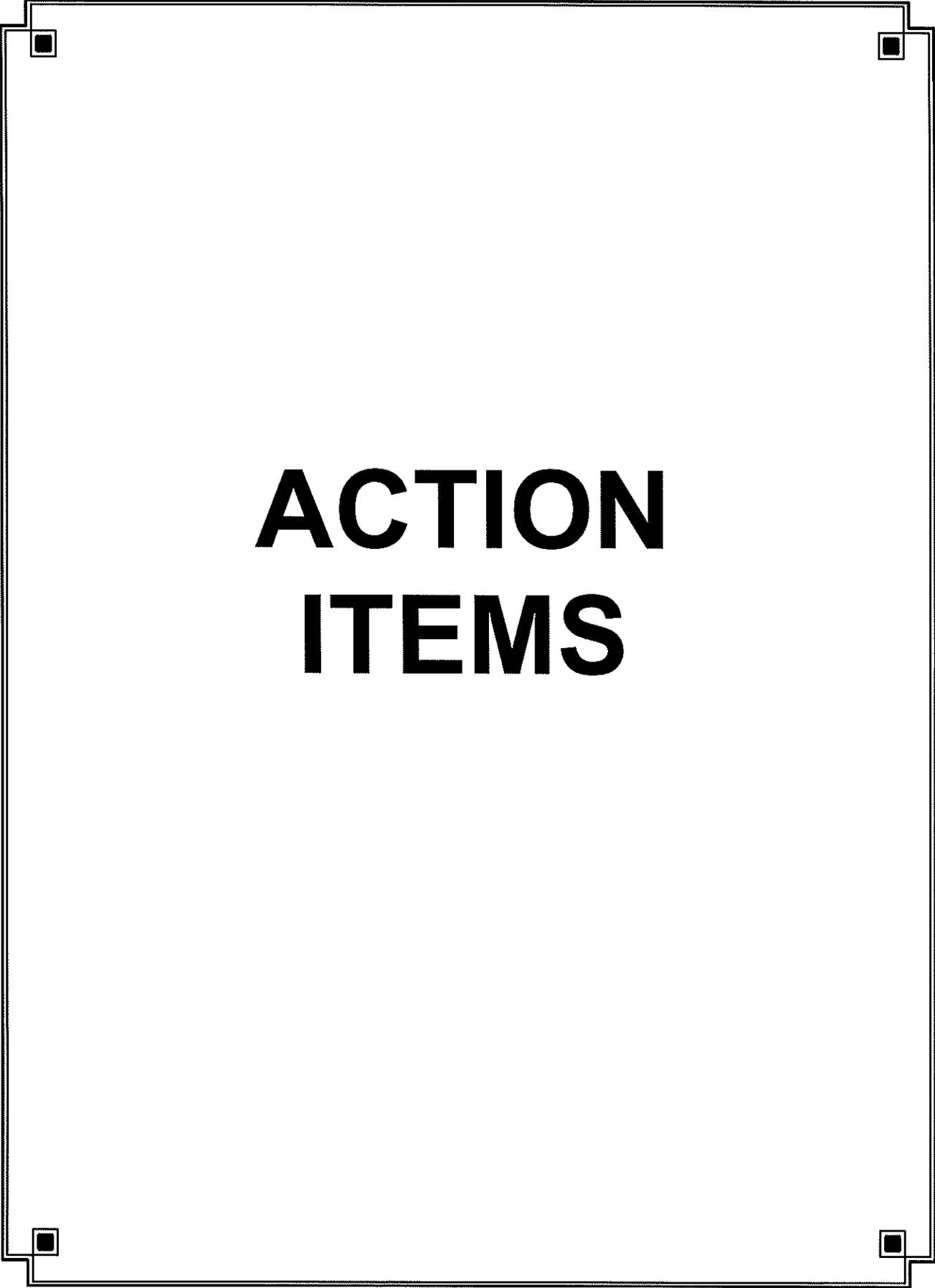
REVISED MASTER PLAN
February 10, 2020

Proposed public participation.



Public Participation per Resolution #7097 as adopted 9/7/2021.





ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2023

SUBJECT: A resolution to the disposition of obsolete, worn, out and unusable personal property owned by the City of Hobbs, specifically seven (7) cardiac monitors.

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: August 4, 2023
SUBMITTED BY: Barry Young, Fire Chief

Summary:

The Hobbs Fire Department desires to delete from its public inventory and dispose of seven (7) cardiac monitors currently owned by the City of Hobbs Fire Department. The cardiac monitor will be traded in toward the purchase of new cardiac monitors. Trade in value is \$52,500.00. New cardiac monitor cost is \$345,165.27. Net difference inclusive of trade in is \$292,665.27.

The Hobbs Fire Department wishes to purchase eight (8) Lifepak 15 Cardiac Monitors with accessories utilizing a NM State Contract. These cardiac monitors are utilized every time the Hobbs Fire Department responds an ambulance to a call where there are patients needing to be assessed, treated, and transported. The monitors are capable of assessing vital signs, including blood pressure, heart rate, oxygen saturation, and end-tidal carbon dioxide, performing EKG's, and being utilized as a defibrillator and an external cardiac pacer. The purchase of these 8 cardiac monitors will allow the department to replace monitors which have been extended well past their intended shelf life of 8 years.

Fiscal Impact:

Reviewed By: 
Finance Department

Purchase of new cardiac monitors:	\$345,165.27
Trade in Value of existing cardiac monitors:	(\$52,500.00)
Net purchase of new server:	\$292,665.27

The funds were budgeted for this fiscal year for this specific purchase in the department's Public Safety line item (43014) - 010220-43014. (public safety equipment)

Attachments:

1. Resolution
2. Existing asset detail summary
3. Quote
4. NM State Contract and Price Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends approving resolution of trading in cardiac monitors for purchase of new cardiac monitors.

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. 7384

A RESOLUTION RELATING TO THE EXCHANGE OF
CARDIAC MONITORS

WHEREAS, the City of Hobbs Fire Department wishes to delete from its public inventory and dispose of seven (7) Lifepak 15 cardiac monitors, currently on the City of Hobbs Fire Department inventory; and

WHEREAS, the cardiac monitors will be exchanged towards the purchase of eight (8) new Lifepak 15 monitors through a NM Statewide Price Agreement from Stryker Sales Corporation; and

WHEREAS, the trade-in value of the cardiac monitor is \$52,500.00; and

WHEREAS, the total purchase price of new cardiac monitors is \$345,165.27 which will leave a fiscal impact for this purchase of \$292,665.27.

WHEREAS, a cardiac monitor is utilized every time an ambulance responds to a call where there are patients needing to be assessed, treated, and transported; and

WHEREAS, the purchase of these 8 cardiac monitors will allow the fire department to replace monitors which have been well extended past their intended shelf life of 8 years; and

WHEREAS, the total cost of the 8 cardiac monitors is \$292,665.27, which will come from funds budgeted this fiscal year in the general fund;

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

- A. The City desires to delete from its public inventory and dispose of the items of personal property, attached hereto and incorporated herein by reference

and the governing body hereby makes the official, specific finding that each item of property on the attached list:

1. is obsolete
2. is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and
3. that all such items should be deleted from the City's public inventory and traded-in towards the purchase of new cardiac monitors through Stryker Sales Corporation.

B. A copy of this official finding and proposed disposition on the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, APPROVED AND ADOPTED this 7th day of August, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CAPITAL ASSET WORKSHEET

ASSET # 6112
 CLASS EQ EQUIPMENT
 SUBCL 629 FIRE APPARATUS
 COMMODITY
 DEPT 0220 FIRE/AMBULANCE
 LOC CODE 0220 FIRE/AMBULANCE
 LOC MEMO FIRE DEPT
 ROOM
 STORAGE LOC
 STATUS A ACTIVE
 CONDITION
 CUSTODIAN FIXED ASSET CUSTODIAN
 TITLEHOLDER
 TAG # 6112
 SERIAL # 40055853A
 MANUFACTURER
 MODEL MEDTRONIC LP5
 MODEL YEAR 2011
 LICENSE #
 MASTER ASSET
 FUND SOURCE
 ACQUIS METH
 ACQUIS DATE 11/15/2011
 ACQUIS COST 23,582.10
 ACRES 0.000
 QTY 1
 UNIT PRICE 23,582.10
 PURCH MEMO
 SOY BOOK 0.00
 CURRENT BOOK 0.00
 EST SALVAGE 0.00
 REPL COST 23,582.10
 LAST INVENT
 IMPROVE MEMO
 RETIRE DATE
 DISP CODE
 DISP PRICE 0.00
 SALE PRICE 0.00

DESCRIPTION LIFEPAK 15 MONITOR, DEFIB, CPR, PACE
 MAINT CONT Y
 VENDOR DESC Vendor Name Mi
 TYPE G
 EXPIRE DATE
 ANNUAL COST 0.00
 MEMO
 INSURED N
 CARRIER
 INSURED VAL 0.00
 EXPIRE DATE
 POLICY CST 0.00
 MEMO
 DEPRECIATE Y
 DEPREC PRIN 23,582.10
 FIRST YR/PR 2012/05
 EST LIFE 5
 PERIODS TAKEN 60
 ACCUM DEPREC 23,582.10
 LAST YR/PR 2017/04

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by Judy Picman **

CAPITAL ASSET WORKSHEET

ASSET # 6107		MASTER ASSET		DESCRIPTION	LIFEPAK 15 MONITOR, DEFIB, CPR, PACE		
CLASS	EQ	EQUIPMENT	FUND SOURCE	MAINT CONT	Y	INSURED	N
SUBCL	629	FIRE APPARATUS	ACQUIS METH	VENDOR DESC	Vendor Name Mi	CARRIER	
COMMODITY				TYPE	G	INSURED VAL	0.00
DEPT	0220	FIRE/AMBULANCE	ACQUIS DATE	EXPIRE DATE		EXPIRE DATE	
LOC CODE	0220	FIRE/AMBULANCE	ACQUIS COST	ANNUAL COST	0.00	POLICY CST	0.00
LOC MEMO	FIRE DEPT		ACRES	MEMO		MEMO	
ROOM			QTY				
STORAGE LOC			1				
			UNIT PRICE				
			23,582.10				
			PURCH MEMO				
STATUS	A	ACTIVE		DEPRECIATE	Y		
CONDITION			SOY BOOK	DEPREC PRIN		23,582.10	
CUSTODIAN	FIXED ASSET	CUSTODIAN	CURRENT BOOK	FIRST YR/PR	2012/05		LAST YR/PR 2017/04
TITLEHOLDER			EST SALVAGE	EST LIFE	5		
			REPL COST	PERIODS TAKEN	60		
			23,582.10	ACCUM DEPREC	23,582.10		
TAG # 6107			LAST INVENT				
SERIAL #	40052073		IMPROVE MEMO				
MANUFACTURER							
MODEL	MEDTRONIC LP5		RETIRE DATE				
MODEL YEAR	2011		DISP CODE				
LICENSE #			DISP PRICE				
			0.00				
			SALE PRICE				
			0.00				

VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT
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GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by Judy Picman **

CAPITAL ASSET WORKSHEET

ASSET # 6113
 CLASS EQ EQUIPMENT
 SUBCL 629 FIRE APPARATUS
 COMMODITY
 DEPT 0220 FIRE/AMBULANCE
 LOC CODE 0220 FIRE/AMBULANCE
 LOC MEMO FIRE DEPT
 ROOM
 STORAGE LOC
 STATUS A ACTIVE
 CONDITION
 CUSTODIAN FIXED ASSET CUSTODIAN
 TITLEHOLDER
 TAG # 6113
 SERIAL # 40055853
 MANUFACTURER
 MODEL MEDTRONIC LP5
 MODEL YEAR 2011
 LICENSE #
 MASTER ASSET
 FUND SOURCE
 ACQUIS METH
 ACQUIS DATE 11/15/2011
 ACQUIS COST 23,582.10
 ACRES 0.000
 QTY 1
 UNIT PRICE 23,582.10
 PURCH MEMO
 SOY BOOK 0.00
 CURRENT BOOK 0.00
 EST SALVAGE 0.00
 REPL COST 23,582.10
 LAST INVENT
 IMPROVE MEMO
 RETIRE DATE
 DISP CODE
 DISP PRICE 0.00
 SALE PRICE 0.00

DESCRIPTION LIFEPAK 15 MONITOR, DEFIB, CPR, PACE
 MAINT CONT Y
 VENDOR DESC Vendor Name Mi
 TYPE G
 EXPIRE DATE
 ANNUAL COST 0.00
 MEMO
 INSURED N
 CARRIER
 INSURED VAL 0.00
 EXPIRE DATE
 POLICY CST 0.00
 MEMO
 DEPRECIATE Y
 DEPREC PRIN 23,582.10
 FIRST YR/PR 2012/05
 EST LIFE 5
 PERIODS TAKEN 60
 ACCUM DEPREC 23,582.10
 LAST YR/PR 2017/04

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by Judy Picman **

CAPITAL ASSET WORKSHEET

ASSET # 6111
 CLASS EQ EQUIPMENT
 SUBCL 629 FIRE APPARATUS
 COMMODITY
 DEPT 0220 FIRE/AMBULANCE
 LOC CODE 0220 FIRE/AMBULANCE
 LOC MEMO FIRE DEPT
 ROOM
 STORAGE LOC
 STATUS A ACTIVE
 CONDITION
 CUSTODIAN FIXED ASSET CUSTODIAN
 TITLEHOLDER
 TAG # 6111
 SERIAL # 40055856
 MANUFACTURER
 MODEL MEDTRONIC LP5
 MODEL YEAR 2011
 LICENSE #
 MASTER ASSET
 FUND SOURCE
 ACQUIS METH
 ACQUIS DATE 11/15/2011
 ACQUIS COST 23,582.10
 ACRES 0.000
 QTY 1
 UNIT PRICE 23,582.10
 PURCH MEMO
 SOY BOOK 0.00
 CURRENT BOOK 0.00
 EST SALVAGE 0.00
 REPL COST 23,582.10
 LAST INVENT
 IMPROVE MEMO
 RETIRE DATE
 DISP CODE
 DISP PRICE 0.00
 SALE PRICE 0.00

DESCRIPTION LIFEPAK 15 MONITOR, DEFIB, CPR, PACE
 MAINT CONT Y
 VENDOR DESC Vendor Name Mi
 TYPE G
 EXPIRE DATE
 ANNUAL COST 0.00
 MEMO
 INSURED N
 CARRIER
 INSURED VAL 0.00
 EXPIRE DATE
 POLICY CST 0.00
 MEMO
 DEPRECIATE Y
 DEPREC PRIN 23,582.10
 FIRST YR/PR 2012/05
 EST LIFE 5
 PERIODS TAKEN 60
 ACCUM DEPREC 23,582.10
 LAST YR/PR 2017/04

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by Judy Picman **

CAPITAL ASSET WORKSHEET

ASSET # 6110
 CLASS EQ EQUIPMENT
 SUBCL 629 FIRE APPARATUS
 COMMODITY
 DEPT 0220 FIRE/AMBULANCE
 LOC CODE 0220 FIRE/AMBULANCE
 LOC MEMO FIRE DEPT
 ROOM
 STORAGE LOC
 STATUS A ACTIVE
 CONDITION
 CUSTODIAN FIXED ASSET CUSTODIAN
 TITLEHOLDER
 TAG # 6110
 SERIAL # 40055857
 MANUFACTURER
 MODEL MEDTRONIC LP5
 MODEL YEAR 2011
 LICENSE #
 MASTER ASSET
 FUND SOURCE
 ACQUIS METH
 ACQUIS DATE 11/15/2011
 ACQUIS COST 23,582.10
 ACRES 0.000
 QTY 1
 UNIT PRICE 23,582.10
 PURCH MEMO
 SOY BOOK 0.00
 CURRENT BOOK 0.00
 EST SALVAGE 0.00
 REPL COST 23,582.10
 LAST INVENT
 IMPROVE MEMO
 RETIRE DATE
 DISP CODE
 DISP PRICE 0.00
 SALE PRICE 0.00

DESCRIPTION LIFEPAK 15 MONITOR, DEFIB, CPR, PACE
 MAINT CONT Y
 VENDOR DESC Vendor Name Mi
 TYPE G
 EXPIRE DATE
 ANNUAL COST 0.00
 MEMO
 INSURED N
 CARRIER
 INSURED VAL 0.00
 EXPIRE DATE
 POLICY CST 0.00
 MEMO
 DEPRECIATE Y
 DEPREC PRIN 23,582.10
 FIRST YR/PR 2012/05
 EST LIFE 5
 PERIODS TAKEN 60
 ACCUM DEPREC 23,582.10
 LAST YR/PR 2017/04

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by Judy Picman **

CAPITAL ASSET WORKSHEET

ASSET # 6109		MASTER ASSET		DESCRIPTION	LIFEPAK 15 MONITOR, DEFIB, CPR, PACE		
CLASS	EQ	EQUIPMENT	FUND SOURCE	MAINT CONT	Y	INSURED	N
SUBCL	629	FIRE APPARATUS	ACQUIS METH	VENDOR DESC	Vendor Name Mi	CARRIER	
COMMODITY				TYPE	G	INSURED VAL	0.00
DEPT	0220	FIRE/AMBULANCE	ACQUIS DATE	EXPIRE DATE		EXPIRE DATE	
LOC CODE	0220	FIRE/AMBULANCE	ACQUIS COST	ANNUAL COST	0.00	POLICY CST	0.00
LOC MEMO	FIRE DEPT		ACRES	MEMO		MEMO	
ROOM			QTY				
STORAGE LOC			1				
			UNIT PRICE				
			23,582.10				
			PURCH MEMO				
STATUS	A	ACTIVE		DEPRECIATE	Y		
CONDITION			SOY BOOK	DEPREC PRIN		23,582.10	
CUSTODIAN	FIXED ASSET	CUSTODIAN	CURRENT BOOK	FIRST YR/PR	2012/05	LAST YR/PR	2017/04
TITLEHOLDER			EST SALVAGE	EST LIFE	5		
			REPL COST	PERIODS TAKEN	60		
			23,582.10	ACCUM DEPREC	23,582.10		
TAG #	6109		LAST INVENT				
SERIAL #	40055854		IMPROVE MEMO				
MANUFACTURER							
MODEL	MEDTRONIC LP5		RETIRE DATE				
MODEL YEAR	2011		DISP CODE				
LICENSE #			DISP PRICE				
			0.00				
			SALE PRICE				
			0.00				

VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT
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GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by Judy Picman **

CAPITAL ASSET WORKSHEET

ASSET # 6108
 CLASS EQ EQUIPMENT
 SUBCL 629 FIRE APPARATUS
 COMMODITY
 DEPT 0220 FIRE/AMBULANCE
 LOC CODE 0220 FIRE/AMBULANCE
 LOC MEMO FIRE DEPT
 ROOM
 STORAGE LOC
 STATUS A ACTIVE
 CONDITION
 CUSTODIAN FIXED ASSET CUSTODIAN
 TITLEHOLDER
 TAG # 6108
 SERIAL # 40055852
 MANUFACTURER
 MODEL MEDTRONIC LP5
 MODEL YEAR 2011
 LICENSE #
 MASTER ASSET
 FUND SOURCE
 ACQUIS METH
 ACQUIS DATE 11/15/2011
 ACQUIS COST 23,582.10
 ACRES 0.000
 QTY 1
 UNIT PRICE 23,582.10
 PURCH MEMO
 SOY BOOK 0.00
 CURRENT BOOK 0.00
 EST SALVAGE 0.00
 REPL COST 23,582.10
 LAST INVENT
 IMPROVE MEMO
 RETIRE DATE
 DISP CODE
 DISP PRICE 0.00
 SALE PRICE 0.00

DESCRIPTION LIFEPAK 15 MONITOR, DEFIB, CPR, PACE
 MAINT CONT Y
 VENDOR DESC Vendor Name Mi
 TYPE G
 EXPIRE DATE
 ANNUAL COST 0.00
 MEMO
 INSURED N
 CARRIER
 INSURED VAL 0.00
 EXPIRE DATE
 POLICY CST 0.00
 MEMO
 DEPRECIATE Y
 DEPREC PRIN 23,582.10
 FIRST YR/PR 2012/05
 EST LIFE 5
 PERIODS TAKEN 60
 ACCUM DEPREC 23,582.10
 LAST YR/PR 2017/04

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by Judy Picman **



LP15 Refresh July 2023

Quote Number: 10740098
 Version: 1
 Prepared For: CITY OF HOBBS

Rep: Alexandra Howe
 Email: alexandra.howe@stryker.com
 Phone Number: (847) 224-5751
 Mobile: (847) 224-5751
 Service Rep: Christian Menier
 Email: christian.menier@stryker.com

Quote Date: 07/17/2023
 Expiration Date: 08/16/2023

Name:

CITY OF HOBBS

Attn: Finance Dept

Address: 200 E. Broadway
 Hobbs, NM 88240

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	8	\$35,139.82	\$281,118.56
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	PCE	8	\$0.00	\$0.00
3.0	11577-000011	Mobile Battery Charger - For the LP15	PCE	4	\$2,019.44	\$8,077.76
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	24	\$461.17	\$11,068.08
5.0	11140-000098	LP15 AC Power Adapter (power cord not included)	PCE	8	\$1,626.67	\$13,013.36
6.0	11140-000015	AC power cord	PCE	8	\$78.86	\$630.88
7.0	11171-000049	Masimo Rainbow DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	8	\$602.16	\$4,817.28
8.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	PCE	8	\$662.45	\$5,299.60
9.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	8	\$64.49	\$515.92
10.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	8	\$20.33	\$162.64
11.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	8	\$23.13	\$185.04



LP15 Refresh July 2023

Quote Number: 10740098

Version: 1

Prepared For: CITY OF HOBBS

Rep: Alexandra Howe

Email: alexandra.howe@stryker.com

Phone Number: (847) 224-5751

Mobile: (847) 224-5751

Service Rep: Christian Menier

Email: christian.menier@stryker.com

Quote Date: 07/17/2023

Expiration Date: 08/16/2023

#	Product	Description	U/M	Qty	Sell Price	Total
12.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	8	\$32.25	\$258.00
13.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	8	\$45.57	\$364.56
14.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	8	\$302.83	\$2,422.64
15.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	8	\$54.68	\$437.44
16.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	8	\$77.81	\$622.48
Equipment List Price:						\$411,620.08
Equipment Total:						\$328,994.24

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V4-LP15	TRADE-IN-STRYKER LP15V4 TOWARDS PURCHASE OF LIFEPAK 15	7	-\$7,500.00	-\$52,500.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
17.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	8	\$1,083.75	\$8,670.00
18.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	\$2,305.19	\$2,305.19
Data Solutions List Price:					\$15,909.00
Data Solutions Total:					\$10,975.19

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$5,195.84
Grand Total:	\$292,665.27



LP15 Refresh July 2023

Quote Number: 10740098
Version: 1
Prepared For: CITY OF HOBBS

Rep: Alexandra Howe
Email: alexandra.howe@stryker.com
Phone Number: (847) 224-5751
Mobile: (847) 224-5751
Service Rep: Christian Menier
Email: christian.menier@stryker.com

Quote Date: 07/17/2023
Expiration Date: 08/16/2023

Comments:

NASPO State Contract 00-00000-19-00034AC

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000014328
Stryker Sales Corporation
3800 E. Centre Ave.
Portage, MI 49002

Email: Ted.Harris@stryker.com
Telephone No.: 615-512-4890

Number: 00-00000-19-00034AC
Master Agreement Number: OK-SW-300
Amendment No.: Six
Term: December 29, 2020 – October 4, 2023

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

Procurement Specialist: Yulastuti Wulandari *yw*
Telephone No.: (505) 469-2248
Email: Yulastuti.Wulandari@gsd.nm.gov

Invoice:
As Requested

Title: Automatic External Defibrillators & Accessories

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

This amendment is issued to reflect the following effective immediately:

The most current catalog pricing can be found on the NASPO ValuePoint Master Agreement Portfolio, at the following link:

<https://www.naspovaluepoint.org/portfolio/automatic-external-defibrillator-aed-accessories-2017-2022/stryker-medical-formerly-physio-control-inc/>

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 5/16/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

MM

Certificate Of Completion

Envelope Id: 3F2D5DF8A2AB48BF95CCF266EC2CC18C
 Subject: 00-00000-19-00034AC A006 Automatic External Defibrillators & Accessories - Stryker
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Yuliasuti Wulandari
 1100 S Saint Francis Dr
 Santa Fe, NM 87502
 Yuliasuti.Wulandari@gsd.nm.gov
 IP Address: 164.64.62.10

Record Tracking

Status: Original
 5/15/2023 8:30:47 AM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: Yuliasuti Wulandari
 Yuliasuti.Wulandari@gsd.nm.gov
 Pool: StateLocal
 Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events

Natalie Martinez
 Natalie.Martinez1@gsd.nm.gov
 New Mexico General Services
 Security Level: Email, Account Authentication (None)

Signature

MM

Signature Adoption: Pre-selected Style
 Using IP Address: 172.59.1.170

Timestamp

Sent: 5/15/2023 8:34:19 AM
 Viewed: 5/16/2023 6:20:12 AM
 Signed: 5/16/2023 6:20:19 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Yuliasuti Wulandari
 yuliasuti.wulandari@gsd.nm.gov
 New Mexico General Services
 Security Level: Email, Account Authentication (None)

yw

Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 5/16/2023 6:20:20 AM
 Viewed: 5/16/2023 8:45:21 AM
 Signed: 5/16/2023 8:45:25 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Valerie Paulk
 valerie.paulk@gsd.nm.gov
 Signed of Behalf of State Purchasing Agent
 New Mexico General Services
 Signing Group: 35000 - State Purchasing Agent
 Security Level: Email, Account Authentication (None)

Valerie Paulk

Signature Adoption: Pre-selected Style
 Using IP Address: 164.64.62.10

Sent: 5/16/2023 8:45:26 AM
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 Signed: 5/16/2023 8:46:35 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/15/2023 8:34:19 AM
Certified Delivered	Security Checked	5/16/2023 8:46:11 AM
Signing Complete	Security Checked	5/16/2023 8:46:35 AM
Completed	Security Checked	5/16/2023 8:46:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
0000014328
Stryker Sales Corporation
3800 E. Centre Ave.
Portage, MI 49002

Email: Ted.Harris@stryker.com
Telephone No.: 615-512-4890

Number: 00-00000-19-00034AC

Master Agreement Number: OK-SW-300

Amendment No.: Five

Term: December 29, 2020 – October 4, 2023

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

Procurement Specialist: Yuliasuti Wulandari *yw*

Telephone No.: (505) 469-2248

Email: Yuliasuti.Wulandari@gsd.nm.gov

Invoice:
As Requested

Title: **Automatic External Defibrillators & Accessories**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 5, 2023 to October 4, 2023 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

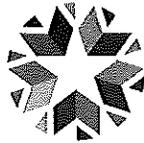
Valerie Paulk

Date: 3/3/2023

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MM



11/15/2022

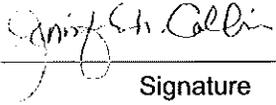
Dear Awarded Supplier,

Oklahoma Statewide Contract SW0300 was awarded with the base agreement period commencing 12/17/17 and ending 10/4/2018 with 4 options to renew for one-year periods. The State of Oklahoma is requesting to renew the above contract for the period of 04/04/2023 through 10/04/2023. (2nd, 6 month extension, allowing for new solicitation)

Please indicate your firm's response to this request and return by email.

- Yes, our firm will renew the contract pricing and terms on the above-listed contract. See attached price list for new pricing eff 12/22/2022
 No, our firm will not renew the contract pricing and terms on the above-listed contract.

Federal employer/Tax Identification number 38-2902424
SAM UEI number UJPNLN1M18B3
Company name Stryker Sales, LLC
Address 11811 Willows Rd NE
City Redmond State WA
ZIP Code 98052
Email tedharris65@gmail.com

<u>Jennifer N. Collins</u>	<u>11/22/2022</u>	
Name/title	Date	Signature
<u>Ted Harris</u>	<u>615-512-4890</u>	<u>tedharris65@gmail.com</u>
Supplier point of contact	Phone number	Email address

Send response electronically to the email address below of the contracting officer by _____
Date

Contracting officer name Asha Parks
Contracting officer phone 405 - 521 - 6674
Contracting officer email address asha.parks@omes.ok.gov

NASPO OKSW300 Pricing (12/22/22 -10/04/2023)

Cust/Supplier Cat	productid	Description	Current List Price - Effective 10/1/2022	New NASPO Pricing Effective 12/23/2022	New Discount from List Price
NASPO17	11101-000003	AED Trainer new style training electrodes (5 pr)	\$ 55.00	\$ 43.20	21%
NASPO17	11101-000004	AED training electrode set - (5pr), cable & pouch	\$ 94.00	\$ 73.63	22%
NASPO17	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	\$ 30.00	\$ 24.59	18%
NASPO17	11101-000007	Defibrillation/ECG training electrodes	\$ 37.00	\$ 30.43	18%
NASPO17	11101-000016	Electrode replacement infant/child reduced energy	\$ 144.00	\$ 113.88	21%
NASPO17	11101-000017	Electrode Infant/Child reduced energy starter kit	\$ 232.00	\$ 185.55	20%
NASPO17	11101-000021	Replacement Electrode Kit	\$ 169.00	\$ 142.35	16%
NASPO17	11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	\$ 175.00	\$ 139.41	20%
NASPO17	11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	\$ 476.00	\$ 380.92	20%
NASPO17	11110-000042	DEC-4 Cable Extension: 4'	\$ 83.00	\$ 64.80	22%
NASPO17	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	\$ 312.00	\$ 248.38	20%
NASPO17	11110-000176	DEC-8 Cable Extension: 8'	\$ 89.00	\$ 70.69	21%
NASPO17	11111-000016	3-Wire ECG Cable	\$ 312.00	\$ 248.38	20%
NASPO17	11111-000018	5ft Trunk cable with AHA limb leads	\$ 457.00	\$ 365.21	20%
NASPO17	11111-000020	8ft Trunk cable with AHA limb leads	\$ 462.00	\$ 369.14	20%
NASPO17	11113-000022	12 Lead ECG, Precordial Leads (AHA)	\$ 184.00	\$ 147.26	20%
NASPO17	11113-000002	QUIK-COMBO Test Plug for testing QC Cable	\$ 32.00	\$ 24.54	23%
NASPO17	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	\$ 476.00	\$ 380.92	20%
NASPO17	11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	\$ 1,189.00	\$ 952.30	20%
NASPO17	11130-000061	Standard hard paddles for use w/LIFEPAK 15	\$ 1,062.00	\$ 844.31	20%
NASPO17	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	\$ 747.00	\$ 628.32	16%
NASPO17	11131-000010	Internal paddles - 1" size (6.25" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000011	Internal paddles - 1.5" size (6" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000012	Internal paddles - 2" size (5.75" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000014	Internal paddles - 3.5" size (5" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000021	Internal paddles - 1.5" size (9" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000022	Internal paddles - 2" size (8.75" shaft length)	\$ 202.00	\$ 170.82	15%
NASPO17	11131-000023	Internal paddles - 3.5" size (8" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	\$ 203.00	\$ 170.82	16%
NASPO17	11133-000007	Pediatric paddle, external 1ea (2 required) multi-language	\$ 117.00	\$ 93.27	20%
NASPO17	11140-000015	AC Power Cord	\$ 97.00	\$ 79.52	18%
NASPO17	11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	\$ 254.00	\$ 202.24	20%
NASPO17	11140-000074	DC Power Adapter	\$ 2,444.00	\$ 2012.59	18%
NASPO17	11140-000078	Temperature Adapter Cable- 5ft	\$ 446.00	\$ 363.25	19%
NASPO17	11140-000079	Temperature Adapter Cable- 10ft	\$ 446.00	\$ 363.25	19%
NASPO17	11140-000080	Extension Cable (5ft 3 in)	\$ 373.00	\$ 297.47	20%
NASPO17	11140-000081	Right angle cable (10in) included with ACPA & DCPA	\$ 373.00	\$ 297.47	20%
NASPO17	11140-000098	AC Power Adapter	\$ 2,006.00	\$ 1654.25	18%
NASPO17	11140-000099	Rechargeable Battery Charger kit, LP1000	\$ 565.00	\$ 447.22	21%
NASPO17	11140-000100	AC/DC POWER CONVERTER, LP1000 BATTERY CHARGER	\$ 105.00	\$ 83.16	21%
NASPO17	11140-000101	Power Cord Grounded	\$ 70.00	\$ 55.44	21%
NASPO17	11141-000100	LMN02 Non-Rechargeable Battery	\$ 453.00	\$ 362.27	20%
NASPO17	11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	\$ 364.00	\$ 290.60	20%
NASPO17	11141-000115	REDI-CHARGE Base	\$ 1,872.00	\$ 1492.26	20%
NASPO17	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	\$ 414.00	\$ 330.85	20%
NASPO17	11141-000161	Rechargeable Battery Replacement for LP1000	\$ 525.00	\$ 419.21	20%
NASPO17	11141-000162	CodeManagement Module Lithium Ion Battery	\$ 292.00	\$ 238.15	18%
NASPO17	11141-000165	Replacement Battery Kit	\$ 292.00	\$ 245.44	16%
NASPO17	11141-000166	BATTERY, D-CELL, TRAINER, LPCR2, Pack of 4	\$ 24.00	\$ 20.62	14%
NASPO17	11150-000018	LIFEPAK 20e Defibrillator CodeManagement Module - Wireless	\$ 1,779.00	\$ 1457.03	18%
NASPO17	11150-000019	LIFEPAK 20e Defibrillator ModeManagement Module - Wireless & with Capnography	\$ 5,516.00	\$ 4521.83	18%
NASPO17	11160-000011	NIBP Cuff-Reusable, Infant	\$ 27.00	\$ 20.62	24%
NASPO17	11160-000012	NIBP Cuff-Reusable, Infant	\$ 13.08	\$ 8.84	32%
NASPO17	11160-000013	NIBP Cuff-Reusable, Child	\$ 31.00	\$ 23.56	24%
NASPO17	11160-000014	NIBP Cuff-Reusable, Child	\$ 14.17	\$ 9.82	31%
NASPO17	11160-000015	NIBP Cuff-Reusable, Adult	\$ 37.00	\$ 29.45	20%
NASPO17	11160-000016	NIBP Cuff-Reusable Adult	\$ 15.26	\$ 10.80	29%
NASPO17	11160-000017	NIBP Cuff-Reusable, Lg Adult	\$ 43.00	\$ 32.40	25%
NASPO17	11160-000018	NIBP Cuff-Reusable Large Adult	\$ 15.26	\$ 10.80	29%
NASPO17	11160-000019	NIBP Cuff-Reusable Adult X large	\$ 60.00	\$ 47.12	21%
NASPO17	11160-000020	NIBP Cuff-Reusable X-tra Large Adult	\$ 19.62	\$ 14.73	25%
NASPO17	11171-000010	Masimo SET LN0P SpO2 Sensor -Pediatric Reusable	\$ 429.00	\$ 361.28	16%
NASPO17	11171-000012	Masimo SET LN0P SpO2 Sensor -Pediatric Disposable (1 box of 20 sensors)	\$ 434.00	\$ 377.15	13%
NASPO17	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	\$ 342.00	\$ 287.65	16%
NASPO17	11171-000017	Masimo SET LNCS Adult Reusable Sensor	\$ 379.00	\$ 319.07	16%
NASPO17	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	\$ 351.00	\$ 295.51	16%
NASPO17	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	\$ 378.00	\$ 318.09	16%
NASPO17	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	\$ 429.00	\$ 361.28	16%
NASPO17	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	\$ 241.00	\$ 203.22	16%
NASPO17	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	\$ 511.00	\$ 430.01	16%
NASPO17	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	\$ 296.00	\$ 249.36	16%
NASPO17	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	\$ 530.00	\$ 445.71	16%
NASPO17	11171-000029	Masimo SET LNCS Neonatal Pl L Disposable Sensor (box of 20)	\$ 580.00	\$ 487.93	16%
NASPO17	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box of 20)	\$ 530.00	\$ 445.71	16%
NASPO17	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	\$ 1,184.00	\$ 996.48	16%
NASPO17	11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	\$ 1,184.00	\$ 996.48	16%
NASPO17	11171-000034	Masimo SET LN0P SpO2 Sensor -Neonatal (<10 KG) Disposable (1 box of 20 sensors)	\$ 688.00	\$ 579.23	16%
NASPO17	11171-000037	RC-04, Patient Cable, 4 ft., 1/box	\$ 263.00	\$ 244.46	7%

NASPO17	11171-000038	RC-12, Patient Cable, 12 ft. , 1/box	\$	274.00	\$ 253.18 8%
NASPO17	11171-000039	M-LNCS Adtx, Adult Adhesive Sensor, 18-inch, 20/box	\$	392.00	\$ 329.87 16%
NASPO17	11171-000040	M-LNCS Pdtx, Pediatric Adhesive Sensor, 18-inch, 20/box	\$	416.00	\$ 350.48 16%
NASPO17	11171-000041	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box	\$	514.00	\$ 432.95 16%
NASPO17	11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	\$	514.00	\$ 432.95 16%
NASPO17	11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	\$	351.00	\$ 295.51 16%
NASPO17	11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	\$	351.00	\$ 295.51 16%
NASPO17	11171-000049	Rainbow DCI Adt Reusable Sensor, 3/box	\$	747.00	\$ 628.32 16%
NASPO17	11171-000050	Rainbow DCIP PED REUSABLE Sensor	\$	822.00	\$ 692.13 16%
NASPO17	11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/box	\$	851.00	\$ 701.95 18%
NASPO17	11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR, REF 2653	\$	399.00	\$ 328.89 18%
NASPO17	11171-000053	DIGITBOOTRED DBI-DC8, ADT REUSABLE SENSOR, REF 2644	\$	851.00	\$ 701.95 18%
NASPO17	11171-000054	Reuseable Light Shield, 5 /box	\$	78.00	\$ 63.81 18%
NASPO17	11171-000055	Disposable Light Shield 10/pack	\$	74.00	\$ 60.87 18%
NASPO17	11171-000082	Masimo RC Patient Cable - EMS 4 ft	\$	292.00	\$ 231.00 21%
NASPO17	11210-000001	Wall mount bracket for AED	\$	171.00	\$ 119.77 30%
NASPO17	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	\$	589.00	\$ 471.24 20%
NASPO17	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	\$	562.00	\$ 448.65 20%
NASPO17	11210-000028	AED Floor Stand Cabinet with alarm- White	\$	1,388.00	\$ 1109.38 20%
NASPO17	11210-000029	AED Floor Stand Cabinet with alarm- Grey	\$	1,446.00	\$ 1153.56 20%
NASPO17	11210-000046	New Wall Bracket - White/Red	\$	52.00	\$ 44.18 15%
NASPO17	11210-000047	New Wall Bracket - Green	\$	52.00	\$ 44.18 15%
NASPO17	11220-000028	Top Pouch for the LP12/LP15	\$	71.00	\$ 55.96 21%
NASPO17	11220-000076	Wall Cabinet, standard, surface mount, SS	\$	694.00	\$ 549.78 21%
NASPO17	11220-000077	Wall Cabinet, standard, semi-recessed, SS	\$	630.00	\$ 495.78 21%
NASPO17	11220-000078	Wall Cabinet, small, fully recessed, SS	\$	589.00	\$ 471.24 20%
NASPO17	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	\$	410.00	\$ 326.92 20%
NASPO17	11220-000083	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	\$	502.00	\$ 401.54 20%
NASPO17	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	\$	723.00	\$ 574.32 21%
NASPO17	11230-000019	LP20 Configuration Transfer Cable	\$	154.00	\$ 122.72 20%
NASPO17	11240-000031	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	\$	26.00	\$ 19.64 24%
NASPO17	11240-000032	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	\$	27.00	\$ 20.62 24%
NASPO17	11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	\$	100.00	\$ 79.52 20%
NASPO17	11250-000042	Replacement infant/child AED training electrodes	\$	53.00	\$ 42.22 20%
NASPO17	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	\$	62.00	\$ 49.09 21%
NASPO17	11250-000045	Infant/child AED training electrodes training set	\$	94.00	\$ 73.63 22%
NASPO17	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	\$	89.00	\$ 70.69 21%
NASPO17	11250-000139	ASSY, TRAY COVER WITH HANDLE, TRAINER, LPCR2	\$	26.00	\$ 21.60 17%
NASPO17	11250-000140	PADS, REPLACEMENT, TRAINER, LPCR2, 5 Sets	\$	216.00	\$ 181.62 16%
NASPO17	11250-000141	USB, BLUETOOTH, TRAINER, LPCR2	\$	57.00	\$ 48.11 16%
NASPO17	11250-000142	USB, REPROGRAMMING, TRAINER, LPCR2, CRZT-1.0S	\$	32.00	\$ 26.51 17%
NASPO17	11250-000144	MANKIN, TRAINER, LPCR2	\$	29.00	\$ 24.54 15%
NASPO17	11250-000145	TRAY, ELECTRODE, TRAINER, LPCR2	\$	181.00	\$ 152.17 16%
NASPO17	11250-000147	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	\$	815.00	\$ 686.24 16%
NASPO17	11250-000162	KIT, SHIPPING, TRAINER, LPCR2, ENGLISH	\$	756.00	\$ 637.16 16%
NASPO17	11250-000178	Replacement Handle Kit	\$	29.00	\$ 24.54 15%
NASPO17	11260-000016	QUIK-COMBO Accessory pouch for LP20	\$	76.00	\$ 59.89 21%
NASPO17	11260-000018	LP20 Basic Carry Case	\$	197.00	\$ 157.08 20%
NASPO17	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	\$	421.00	\$ 336.74 20%
NASPO17	11260-000039	LIFEPAK 15 Carry case back pouch	\$	101.00	\$ 80.50 20%
NASPO17	11260-000043	LP20 Top Pouch	\$	80.00	\$ 62.83 21%
NASPO17	11260-000044	TrueCPR Carry Case	\$	88.00	\$ 76.37 13%
NASPO17	11260-000045	Carry Case for LIFEPAK 20/20e Defibrillator with Module	\$	268.00	\$ 219.06 18%
NASPO17	11260-000047	Carry Case Kit	\$	101.00	\$ 85.41 15%
NASPO17	11260-000048	ASSY, CARRY TOTE, TRAINER, LPCR2, ENGLISH	\$	59.00	\$ 49.09 17%
NASPO17	11425-000001	Accessory pouch for 3-wire cable and/or other accessories	\$	83.00	\$ 64.80 22%
NASPO17	11425-000007	BAG ASSEMBLY, NO STRAP, LIFEPAK 1000	\$	173.00	\$ 138.43 20%
NASPO17	11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	\$	55.00	\$ 43.20 21%
NASPO17	11512-000001	Replacement Lld Kit	\$	84.00	\$ 70.69 16%
NASPO17	11512-000002	Handle Kit	\$	29.00	\$ 24.54 15%
NASPO17	11576-000035	LUCAS 1 Carry Bag (Backpack)	\$	729.00	\$ 579.23 21%
NASPO17	11576-000036	Patient Strap (each)	\$	132.00	\$ 104.07 21%
NASPO17	11576-000038	LUCAS 2 Carrying Bag	\$	422.00	\$ 337.72 20%
NASPO17	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	\$	881.00	\$ 699.01 21%
NASPO17	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	\$	172.00	\$ 137.45 20%
NASPO17	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	\$	613.00	\$ 488.91 20%
NASPO17	11576-000048	LUCAS 2 12V Car Cable	\$	175.00	\$ 139.41 20%
NASPO17	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	\$	128.00	\$ 100.14 22%
NASPO17	11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	\$	332.00	\$ 265.07 20%
NASPO17	11576-000052	Back Plate Grip Tape	\$	56.00	\$ 44.18 21%
NASPO17	11576-000053	Back Plate Grip Tape (3 pack)	\$	143.00	\$ 112.90 21%
NASPO17	11576-000050	LUCAS 2 Stand-alone Battery Charger	\$	1,440.00	\$ 1148.65 20%
NASPO17	11576-000064	LUCAS PCI BACK PLATE	\$	4,321.00	\$ 3455.76 20%
NASPO17	11576-000070	LUCAS 2 Rubber Bumper	\$	53.00	\$ 42.22 20%
NASPO17	11576-000071	Lucas Power Supply	\$	456.00	\$ 361.28 21%
NASPO17	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	\$	881.00	\$ 699.01 21%
NASPO17	11576-000088	LUCAS Slim Back Plate	\$	485.00	\$ 387.79 20%
NASPO17	11576-000089	Grip Tape, LUCAS Slim Back Plate	\$	35.00	\$ 27.49 21%
NASPO17	11576-000090	Grip Tape (3-pack), LUCAS Slim Back Plate	\$	85.00	\$ 66.76 21%
NASPO17	11576-000091	LUCAS 3 Bumpers (Black)	\$	53.00	\$ 41.23 22%
NASPO17	11576-000094	LUCAS Carrying Case, Hard Shell	\$	552.00	\$ 450.62 18%
NASPO17	11577-000001	LIFEPAK 15 Shoulder strap	\$	47.00	\$ 36.32 23%
NASPO17	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	\$	393.00	\$ 314.16 20%

NASPO17	11577-000004	Station Battery Charger - For the LP15	\$	2,286.00	\$ 1826.06 20%
NASPO17	11577-000011	Mobile Battery Charger - FOR THE LP15	\$	2,490.00	\$ 1988.04 20%
NASPO17	11577-000019	LP15 Power Attachment Kit	\$	70.00	\$ 56.94 19%
NASPO17	11600-000022	CODE-STAT 10 Data Review Seat	\$	3,154.00	\$ 2655.63 16%
NASPO17	11600-000024	CODE-STAT Maintenance Subscription (3 Years)	\$	1,896.00	\$ 1706.25 10%
NASPO17	11996-000017	Electrode QUIK-COMBO w/RED1-PAK preconnect	\$	50.00	\$ 40.67 19%
NASPO17	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	\$	138.00	\$ 116.83 15%
NASPO17	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	\$	138.00	\$ 116.83 15%
NASPO17	11996-000060	Durasensor - Adult finger sensor	\$	365.00	\$ 307.29 16%
NASPO17	11996-000061	Oxiband Adult/Neonatal Sensor	\$	277.00	\$ 232.67 16%
NASPO17	11996-000062	Oxiband Pediatric/Infant Sensor	\$	277.00	\$ 232.67 16%
NASPO17	11996-000082	Nasal Filter/Line Set Infant/Neonatal (box of 25)	\$	351.00	\$ 295.51 16%
NASPO17	11996-000090	Electrode EDGE QUIK-COMBO RTS	\$	53.00	\$ 45.16 15%
NASPO17	11996-000091	Electrode EDGE QUIK-COMBO Adult	\$	45.00	\$ 35.39 21%
NASPO17	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	\$	53.00	\$ 42.56 20%
NASPO17	11996-000106	DURA-Y Multisite sensor (reusable)	\$	794.00	\$ 667.59 16%
NASPO17	11996-000113	Oxysensor II adult sensor (24/BX)	\$	787.00	\$ 662.68 16%
NASPO17	11996-000114	Oxysensor II adult sensor, long cable (24/BX)	\$	1,271.00	\$ 1070.11 16%
NASPO17	11996-000115	Oxysensor II Infant sensor (24/BX)	\$	1,009.00	\$ 849.21 16%
NASPO17	11996-000116	Oxysensor II pediatric sensor (24/BX)	\$	782.00	\$ 657.77 16%
NASPO17	11996-000117	Oxysensor II neonatal sensor (24/BX)	\$	1,027.00	\$ 863.94 16%
NASPO17	11996-000183	MNC-1 Adapter Cable - 10 foot	\$	677.00	\$ 535.05 21%
NASPO17	11996-000198	MNC-1 Adapter Cable - 4 foot	\$	642.00	\$ 507.56 21%
NASPO17	11996-000278	LUCAS 1 Connector - Chemtron Air	\$	455.00	\$ 363.25 20%
NASPO17	11996-000279	LUCAS 1 Connector - Ohmeda Air	\$	455.00	\$ 363.25 20%
NASPO17	11996-000280	LUCAS 1 Connector - Puritan Bennet Air	\$	455.00	\$ 363.25 20%
NASPO17	11996-000281	LUCAS 1 Connector - Diss Air	\$	455.00	\$ 363.25 20%
NASPO17	11996-000282	LUCAS 1 Connector - Schrader Air	\$	455.00	\$ 363.25 20%
NASPO17	11996-000283	LUCAS 1 Connector - Oxequip Air	\$	455.00	\$ 363.25 20%
NASPO17	11996-000285	LUCAS 1 Regulator	\$	782.00	\$ 623.41 20%
NASPO17	11996-000310	QUIK-COMBO 3-lead Patient Simulator	\$	980.00	\$ 780.49 20%
NASPO17	11996-000311	QUIK-COMBO 12-lead Patient Simulator	\$	1,126.00	\$ 898.30 20%
NASPO17	MVAIH	Microstream™ Advance intubated filter line neonatal-infant	\$	653.00	\$ 565.66 13%
NASPO17	MVAIH	Microstream™ Advance intubated filter line adult-pediatric	\$	523.00	\$ 453.05 13%
NASPO17	MVAI	Microstream™ Advance intubated filter line adult-pediatric	\$	334.00	\$ 289.33 13%
NASPO17	MVAII	Microstream™ Advance intubated filter line adult-pediatric, long	\$	374.00	\$ 323.98 13%
NASPO17	MVAI100U	Microstream™ Advance intubated filter line adult-pediatric, 100 ct	\$	1,154.00	\$ 999.65 13%
NASPO17	MVP	Microstream™ Advance oral/nasal filter line pediatric	\$	376.00	\$ 325.71 13%
NASPO17	MVPO	Microstream™ Advance oral/nasal filter line pediatric w/O2 tubing	\$	506.00	\$ 438.32 13%
NASPO17	MVA	Microstream™ Advance oral/nasal filter line adult	\$	376.00	\$ 325.71 13%
NASPO17	MVAO	Microstream™ Advance oral/nasal filter line adult, w/O2 tubing	\$	416.00	\$ 360.36 13%
NASPO17	MVAOL	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, long	\$	530.00	\$ 459.11 13%
NASPO17	MVA100U	Microstream™ Advance oral/nasal filter line adult, 100 ct	\$	1,365.00	\$ 1182.43 13%
NASPO17	MVAO100U	Microstream™ Advance oral/nasal filter line adult w/O2 tubing, 100 ct	\$	1,469.00	\$ 1272.52 13%
NASPO17	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	\$	240.00	\$ 202.24 16%
NASPO17	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	\$	293.00	\$ 246.42 16%
NASPO17	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	\$	495.00	\$ 416.26 16%
NASPO17	11996-000326	Masimo SET RED LNCP Patient Cable - 4 foot	\$	294.00	\$ 247.40 16%
NASPO17	11996-000327	Masimo SET RED LNCP Patient Cable - 8 foot	\$	350.00	\$ 294.53 16%
NASPO17	11996-000328	Masimo SET RED LNCP Patient Cable - 12 foot	\$	495.00	\$ 416.26 16%
NASPO17	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	\$	460.00	\$ 386.81 16%
NASPO17	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	\$	846.00	\$ 711.77 16%
NASPO17	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	\$	460.00	\$ 386.81 16%
NASPO17	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	\$	846.00	\$ 711.77 16%
NASPO17	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	\$	1,032.00	\$ 868.85 16%
NASPO17	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	\$	1,412.00	\$ 1187.92 16%
NASPO17	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	\$	1,032.00	\$ 868.85 16%
NASPO17	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	\$	1,412.00	\$ 1187.92 16%
NASPO17	11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$	834.00	\$ 701.95 16%
NASPO17	11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$	863.00	\$ 726.50 16%
NASPO17	11996-000341	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$	834.00	\$ 701.95 16%
NASPO17	11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	\$	863.00	\$ 726.50 16%
NASPO17	11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	\$	170.00	\$ 143.34 16%
NASPO17	11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	\$	182.00	\$ 153.15 16%
NASPO17	11996-000365	RED MNC ADAPTER CABLE, 4FT,2641	\$	997.00	\$ 795.22 20%
NASPO17	11996-000369	Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	\$	361.00	\$ 288.63 20%
NASPO17	11996-000374	LP15 bed Connector	\$	186.00	\$ 148.24 20%
NASPO17	11996-000375	Cable DC Input LP15 Battery Charger	\$	98.00	\$ 77.56 21%
NASPO17	301-000-000	McGRATH MAC EMS Video Laryngoscope	\$	3,271.00	\$ 2763.34 16%
NASPO17	340-000-000	McGRATH 3.6V EMS Battery	\$	72.00	\$ 60.29 16%
NASPO17	11996-000398	McGRATH X3 Laryngoscope Blades, Box of 10	\$	334.00	\$ 281.36 16%
NASPO17	11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	\$	191.00	\$ 160.78 16%
NASPO17	11996-000415	McGRATH MAC 3 Laryngoscope Blades, Box of 10	\$	191.00	\$ 160.78 16%
NASPO17	11996-000416	McGRATH MAC 4 Laryngoscope Blades, Box of 10	\$	191.00	\$ 160.78 16%
NASPO17	11996-000441	Wall Cabinet, RotaId Plus, With Alarm, White	\$	419.00	\$ 387.16 8%
NASPO17	11996-000443	Wall Cabinet, RotaId Plus, With Alarm, Red	\$	419.00	\$ 387.16 8%
NASPO17	11996-000445	Wall Cabinet, RotaId Solid Plus, with Alarm, White	\$	523.00	\$ 483.25 8%
NASPO17	11996-000447	Wall Cabinet, RotaId Solid Plus, with Alarm, Red	\$	523.00	\$ 483.25 8%
NASPO17	11996-000449	Wall Cabinet, RotaId Solid Plus, Heat, with Alarm, White	\$	759.00	\$ 701.32 8%
NASPO17	11996-000451	Wall Cabinet, RotaId Solid Plus, Heat, with Alarm, Red	\$	759.00	\$ 701.32 8%
NASPO17	11996-000471	4G Modem: Verizon Cellular non-Kore (customer data plan)	\$	1,405.00	\$ 1210.84 14%
NASPO17	11996-000474	4G Modem: Verizon Cellular Kore (Stryker data plan)	\$	1,405.00	\$ 1210.84 14%
NASPO17	11996-000475	4G Modem: AT&T Cellular Kore (Stryker data plan)	\$	1,405.00	\$ 1210.84 14%

NASPO17	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	\$	400.00	\$ 320.05 20%
NASPO17	11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	\$	342.00	\$ 272.93 20%
NASPO17	11998-000321	Ambu Res-Cue Mask First Responder Kit	\$	59.00	\$ 46.14 22%
NASPO17	11998-000326	LIFEPAK 15 internal paddles adapter cable	\$	367.00	\$ 293.54 20%
NASPO17	11998-000327	AED Wall Sign Ilcor w/logo, Flat,8x10	\$	33.00	\$ 25.53 23%
NASPO17	11998-000328	AED Wall Sign Ilcor w/logo, T-mount, 8x10	\$	46.00	\$ 35.34 23%
NASPO17	11998-000329	AED Wall Sign Ilcor w/logo, Tent, 7x8	\$	46.00	\$ 35.34 23%
NASPO17	11998-000330	AED Wall Sign Traditional w/logo, Flat, 8x10	\$	33.00	\$ 25.53 23%
NASPO17	11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	\$	46.00	\$ 35.34 23%
NASPO17	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	\$	46.00	\$ 35.34 23%
NASPO17	11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	\$	46.00	\$ 35.34 23%
NASPO17	21250-000003	DOOR, BATTERY, 3 PACK, TRAINER, LPCR2	\$	19.62	\$ 16.69 15%
NASPO17	21250-000004	ASSY, LID, LOCALIZED, TRAINER, LPCR2, ENGLISH	\$	26.00	\$ 21.60 17%
NASPO17	21300-005847	Signage, gel	\$	7.63	\$ 4.91 36%
NASPO17	21300-008054	4-Wire Cable Comb (10- Pack)	\$	70.00	\$ 54.98 21%
NASPO17	21300-008055	6-Wire Cable Comb (10- Pack)	\$	70.00	\$ 54.98 21%
NASPO17	21300-008143	CABLE, USB2.0 A MALE TO MICRO-B, L 5.5FT	\$	17.44	\$ 14.73 16%
NASPO17	21300-008146	LIFEPAK 15 NIBP Hose, 12'	\$	111.00	\$ 60.87 45%
NASPO17	21300-008147	LIFEPAK 15 NIBP Hose, 9'	\$	97.00	\$ 60.87 37%
NASPO17	21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	\$	111.00	\$ 60.87 45%
NASPO17	21300-008152	COVER, USB PORT, LPCR2	\$	11.99	\$ 9.82 18%
NASPO17	21330-000996	ASSY-LP20 DOCKING STATION	\$	468.00	\$ 374.05 20%
NASPO17	21330-001024	ADAPTER ASSY-ELECTRODE,HARD PADDLE,PAD PRINTED	\$	101.00	\$ 85.41 15%
NASPO17	21330-001176	LP15 Lithium-ion Battery 5.7 amp hrs	\$	577.00	\$ 460.44 20%
NASPO17	21330-001357	LIFEPAK 15 In-service Video - DVD format	\$	46.00	\$ 35.34 23%
NASPO17	21330-001365	Test load (for use with QUIK COMBO therapy cable)	\$	89.00	\$ 81.08 9%
NASPO17	21340-000706	LIFENET PC Gateway	\$	537.00	\$ 449.17 16%
NASPO17	21576-000074	LUCAS Stabilization Strap	\$	113.00	\$ 90.32 20%
NASPO17	21576-000075	LUCAS Stabilization Strap (4 pack)	\$	363.00	\$ 289.62 20%
NASPO17	21996-000044	LUCAS Back Plate	\$	465.00	\$ 372.08 20%
NASPO17	21996-000061	LUCAS 1 Extension Hose	\$	420.00	\$ 335.76 20%
NASPO17	21996-000109	TITAN III -WiFi Gateway	\$	1,207.00	\$ 1040.02 14%
NASPO17	21996-000110	Titan III Trio - WiFi & Cellular & Fast Audio Gateway, No Sim	\$	3,067.00	\$ 2642.76 14%
NASPO17	26500-002040	Quik reference Instruction Card for AED and CPR Instruction	\$	10.90	\$ 6.87 37%
NASPO17	26500-002408	LIFEPAK 15 Operating Instructions	\$	82.00	\$ 70.69 14%
NASPO17	26500-003645	TAG,LOCAL EMERGENCY CONTACT NUMBER,911,MULTI	\$	5.45	\$ 4.91 10%
NASPO17	350-STR-US-10	HeartSine SAM 350P AED	\$	1,942.00	\$ 1096.10 44%
NASPO17	350-STR-US-AV	HeartSine SAM 350P AED Aviation	\$	2,111.00	\$ 1212.89 43%
NASPO17	360-STR-US-10	HeartSine SAM 360P AED, Fully-automatic	\$	2,099.00	\$ 1205.98 43%
NASPO17	360-STR-US-AV	HeartSine SAM 360P AED Aviation, Fully-Automatic	\$	2,233.00	\$ 1282.00 43%
NASPO17	450-STR-US-10	HeartSine SAM 450P AED	\$	2,176.00	\$ 1530.38 30%
NASPO17	450-STR-US-AV	HeartSine SAM 450P AED Aviation	\$	2,333.00	\$ 1436.29 38%
NASPO17	80596-000003	TrueCPR Coaching Device	\$	2,094.00	\$ 1803.71 14%
NASPO17	81700-000001	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels)	\$	50,101.00	\$ 42695.07 15%
NASPO17	81700-000002	Bundle: LIFEPAK 15 w/ ACPA (Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT, Temp)	\$	45,201.00	\$ 38526.95 15%
NASPO17	81700-000003	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, NIBP, EtCO2)	\$	30,829.00	\$ 26235.63 15%
NASPO17	81700-000004	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT)	\$	43,652.00	\$ 37208.59 15%
NASPO17	81700-000005	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, EtCO2, BT)	\$	27,670.00	\$ 23597.90 15%
NASPO17	81700-000006	Bundle: LIFEPAK 15 w/ ACPA (Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 IP Channels)	\$	50,159.00	\$ 42695.07 15%
NASPO17	81700-000007	Bundle: LIFEPAK 15 w/ ACPA (Standard)	\$	19,302.00	\$ 16423.27 15%
NASPO17	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	\$	3,124.00	\$ 2517.90 19%
NASPO17	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	\$	3,848.00	\$ 2906.27 24%
NASPO17	99512-001261	LPCR2 Semi-automatic, WiFi,English, Bag	\$	2,829.00	\$ 2100.66 26%
NASPO17	99512-001262	LPCR2 Semi-automatic, WiFi,English, Handle	\$	2,741.00	\$ 2035.69 26%
NASPO17	99512-001263	LPCR2 Fully-automatic, WiFi,English, Bag	\$	3,062.00	\$ 2273.91 26%
NASPO17	99512-001264	LPCR2 Fully-automatic, WiFi,English, Handle	\$	2,975.00	\$ 2208.94 26%
NASPO17	99512-001265	LPCR2 Semi-automatic, WiFi,English-Spanish, Bag	\$	2,916.00	\$ 2165.63 26%
NASPO17	99512-001266	LPCR2 Semi-automatic, WiFi,English-Spanish, Handle	\$	2,829.00	\$ 2100.66 26%
NASPO17	99512-001267	LPCR2 Fully-automatic, WiFi,English-Spanish, Bag	\$	3,149.00	\$ 2338.88 26%
NASPO17	99512-001268	LPCR2 Fully-automatic, WiFi,English-Spanish, Handle	\$	3,062.00	\$ 2273.91 26%
NASPO17	99512-001434	LPCR2 USB Fully-automatic, English, Handle	\$	2,794.00	\$ 2074.67 26%
NASPO17	99512-001435	LPCR2 USB Semi-automatic, English, Handle	\$	2,677.00	\$ 1988.04 26%
NASPO17	99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	\$	18,882.00	\$ 16027.36 15%
NASPO17	99576-000083	LUCAS 3, 3.1, TRAINING UNIT, EN	\$	11,191.00	\$ 9495.83 15%
NASPO17	99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	\$	28,009.00	\$ 23840.07 15%
NASPO17	99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$	47,715.00	\$ 40616.04 15%
NASPO17	99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$	46,912.00	\$ 39929.72 15%
NASPO17	99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$	45,361.00	\$ 38611.36 15%
NASPO17	99577-001930	LIFEPAK 15 Standard	\$	16,858.00	\$ 14344.23 15%
NASPO17	99577-001931	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	\$	26,649.00	\$ 22679.46 15%
NASPO17	99577-001932	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2	\$	28,386.00	\$ 24156.59 15%
NASPO17	99577-001933	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead	\$	33,710.00	\$ 28693.49 15%
NASPO17	99577-001934	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	\$	37,176.00	\$ 31647.75 15%
NASPO17	99577-001935	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	\$	41,266.00	\$ 35129.56 15%
NASPO17	99577-001936	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	\$	45,361.00	\$ 38611.36 15%
NASPO17	99577-001937	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	\$	47,715.00	\$ 40616.04 15%
NASPO17	99577-001938	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	\$	42,817.00	\$ 36447.92 15%
NASPO17	99577-001939	LIFEPAK 15 Bluetooth	\$	16,858.00	\$ 14344.23 15%
NASPO17	99577-001941	LIFEPAK 15 Nelcor and Masimo SpO2, Bluetooth	\$	19,706.00	\$ 16770.95 15%
NASPO17	99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	\$	35,199.00	\$ 29859.60 15%
NASPO17	99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	\$	25,284.00	\$ 21518.86 15%

NASPO17	99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	\$	22,554.00	\$ 19197.66 15%
NASPO17	99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	\$	23,295.00	\$ 19830.71 15%
NASPO17	99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$	26,026.00	\$ 22151.92 15%
NASPO17	99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	\$	26,768.00	\$ 22784.97 15%
NASPO17	99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	\$	28,386.00	\$ 24156.59 15%
NASPO17	99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	\$	29,121.00	\$ 24789.65 15%
NASPO17	99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	\$	32,474.00	\$ 27638.40 15%
NASPO17	99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	\$	33,710.00	\$ 28693.49 15%
NASPO17	99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$	37,176.00	\$ 31647.75 15%
NASPO17	99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$	38,727.00	\$ 32966.11 15%
NASPO17	99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$	41,266.00	\$ 35129.56 15%
NASPO17	99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	\$	42,817.00	\$ 36447.92 15%
NASPO17	99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$	31,228.00	\$ 26583.31 15%
NASPO17	99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$	39,530.00	\$ 33652.43 15%
NASPO17	99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$	43,625.00	\$ 37134.23 15%
NASPO17	99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$	40,278.00	\$ 34285.48 15%
NASPO17	99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	\$	37,924.00	\$ 32280.81 15%
NASPO17	99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	\$	31,480.00	\$ 26794.33 15%
NASPO17	99996-000117	LP1000 Trainer	\$	1,236.00	\$ 1016.11 18%
NASPO17	PAD-ACC-02	USB Data Download Cable - HeartSine	\$	47.00	\$ 36.32 23%
NASPO17	PAD-BAG-01	Carry Case for HeartSine AED	\$	69.00	\$ 54.00 22%
NASPO17	PAD-BAG-02	Backpack for HeartSine AED	\$	180.00	\$ 143.34 20%
NASPO17	PAD-CAB-02	Wall Bracket for HeartSine AED	\$	104.00	\$ 82.47 21%
NASPO17	PAD-CAB-04	HeartSine Wall Cabinet with Alarm	\$	190.00	\$ 151.19 20%
NASPO17	PAD-PAK-01	US Adult Pad-Pak for HeartSine AEDs	\$	217.00	\$ 172.79 20%
NASPO17	PAD-PAK-02	US Pediatric-Pak for HeartSine AEDs	\$	257.00	\$ 205.19 20%
NASPO17	PAD-PAK-07	Aviation Pad-Pak for HeartSine AEDs	\$	235.00	\$ 188.50 20%
NASPO17	TRN-350-US	HeartSine SAM 350P AED Trainer	\$	526.00	\$ 412.34 22%
NASPO17	TRN-360-US	HeartSine SAM 360P AED Trainer	\$	526.00	\$ 412.34 22%
NASPO17	TRN-450-US	HeartSine SAM 450P AED Trainer	\$	526.00	\$ 412.34 22%
NASPO17	TRN-ACC-02	HeartSine AED Trainer Electrodes - 10	\$	53.00	\$ 32.40 39%
NASPO17	TRN-ACC-03	HeartSine AED Trainer Electrodes - 25	\$	121.00	\$ 73.63 39%
NASPO17	TRN-ACC-14	HeartSine Trainer battery charger	\$	39.00	\$ 31.42 19%
NASPO17	TRN-ACC-16	SAM 350P AED Trainer Remote Control	\$	190.00	\$ 151.19 20%
NASPO17	TRN-ACC-18	SAM 360P AED Trainer Remote Control	\$	190.00	\$ 151.19 20%
NASPO17	TRN-ACC-19	SAM 450P AED Trainer Remote Control	\$	190.00	\$ 151.19 20%
NASPO17	TRN-PAK-04	Pad-Pak Electrode Cartridge for Trainer	\$	62.00	\$ 49.09 21%
NASPO17	11260-000015	LIFEPAK CR Plus Hard shell carry case	\$	327.00	\$ 261.60 20%
NASPO17	21300-004576	LIFEPAK CR Plus Carrying case	\$	94.00	\$ 75.20 20%
NASPO17	21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry case	\$	20.71	\$ 16.57 20%
NASPO17	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	\$	152.00	\$ 121.60 20%
NASPO17	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	\$	129.00	\$ 103.20 20%
NASPO17	11210-000021	Wall mount bracket for LIFEPAK CR Plus	\$	133.00	\$ 106.40 20%
NASPO17	21300-006587	CENTRAL ALARM SWITCH for CR Plus	\$	71.00	\$ 56.80 20%
NASPO17	11260-000017	THERMOFORMED INFANTCHILD ELECTRODE 1/EA	\$	39.00	\$ 31.20 20%
NASPO17	11250-000099	LIFEPAK CR PLUS TRAINING REMOTE AND CABLE 1/EA	\$	60.00	\$ 48.00 20%
NASPO17	11250-000073	LIFEPAK CR Plus Training System	\$	470.00	\$ 376.00 20%
NASPO17	11260-000014	LIFEPAK CR Plus Training System replacement carry case	\$	49.00	\$ 39.20 20%
NASPO17	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	\$	52.00	\$ 41.60 20%
NASPO17	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	\$	23.00	\$ 18.40 20%

Certificate Of Completion

Envelope Id: 9D8BD6069D0845CE9E7C72A4F7291850
Subject: 00-00000-19-00034AC A005 Automatic External Defibrillators & Accessories
Source Envelope:
Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Yuliasuti Wulandari
1100 S Saint Francis Dr
Santa Fe, NM 87502
Yuliasuti.Wulandari@gsd.nm.gov
IP Address: 73.228.3.241

Record Tracking

Status: Original
3/3/2023 2:20:50 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Yuliasuti Wulandari
Yuliasuti.Wulandari@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign
Location: DocuSign

Signer Events

Natalie Martinez
Natalie.Martinez1@gsd.nm.gov
New Mexico General Services
Security Level: Email, Account Authentication (None)

Signature

MU

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Timestamp

Sent: 3/3/2023 2:23:38 PM
Viewed: 3/3/2023 2:44:13 PM
Signed: 3/3/2023 2:44:17 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Yuliasuti Wulandari
yuliasuti.wulandari@gsd.nm.gov
New Mexico General Services
Security Level: Email, Account Authentication (None)

YW

Signature Adoption: Pre-selected Style
Using IP Address: 73.228.3.241

Sent: 3/3/2023 2:44:19 PM
Viewed: 3/3/2023 2:45:12 PM
Signed: 3/3/2023 2:45:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk
valerie.paulk@gsd.nm.gov
Signed of Behalf of State Purchasing Agent
New Mexico General Services
Signing Group: 35000 - State Purchasing Agent
Security Level: Email, Account Authentication (None)

Valerie Paulk

Signature Adoption: Pre-selected Style
Using IP Address: 174.205.103.235
Signed using mobile

Sent: 3/3/2023 2:45:22 PM
Viewed: 3/3/2023 2:46:58 PM
Signed: 3/3/2023 2:47:14 PM

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/3/2023 2:23:38 PM
Certified Delivered	Security Checked	3/3/2023 2:46:58 PM
Signing Complete	Security Checked	3/3/2023 2:47:14 PM
Completed	Security Checked	3/3/2023 2:47:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
 DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

Master Agreement #: OK-SW-300

Contractor: **STRYKER SALES CORPORATION**

Participating Entity: **STATE OF NEW MEXICO** ✓

The following products or services are included in this contract portfolio:

- *All products and accessories offered by Stryker Sales Corporation (formerly Physio-Control, Inc.): <https://www.naspovaluepoint.org/portfolio/automatic-external-defibrillator-aed-accessories-2017-2022/stryker-medical-formerly-physio-control-inc/>*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Automatic External Defibrillators & Accessories* led by the State of *Oklahoma* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ted Harris
Address:	11811 Willows Road, Redmond, WA 98052
Telephone:	(615)512 4890
Email:	Ted.Harris@stryker.com

Participating Entity

Name:	State of New Mexico
Address:	1100 South St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0499
Email:	theresa.mendibles@state.nm.us

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on October 04, 2021. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for purchases made prior to the Contractor's receipt or issuance of a notice of termination; 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. The Contractor shall submit an invoice within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Appropriations:

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

Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

Conflict of Interest; Governmental Conduct Act:

A. The 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. The 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 any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
 DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the 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

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

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency 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 Clause 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 Clause 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 the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

Amendment:

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PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

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

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

Merger:

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

Penalties for violation of law:

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

Equal Opportunity Compliance:

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

Workers Compensation:

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

Applicable Law:

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

Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of products procured during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

Invalid Term or Condition:

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

Enforcement of Agreement:

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

Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

Notices:

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

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505

To the Contractor:

Name:	Ted Harris
Address:	11811 Willows Road, Redmond, WA 98052
Telephone:	(551) 579-4601
Email:	USContracts@stryker.com

Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source under the terms of this Agreement and seek any other remedy under law.

Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

New Mexico Employees Health Coverage:

- A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out directly from a defect in workmanship or design of the products sold hereunder. This indemnification applies only if the instructions outlined in the labeling, manual, and/or instructions for use are followed. This indemnification will not apply to any liability arising from: (a) an injury due to the negligence of any person other than an employee of Contractor; (b) the failure of any person other than an employee of Contractor to follow any instructions for use or maintenance of the product; or (c) the use of any product not purchased from Contractor or a product that has been modified, altered or repaired by any person other than an employee of Contractor or a Contractor Technician. Contractor shall, as soon as practicable after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

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Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

Assignment:

The 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 the Procuring Agency.

Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect at its own expense and no more than once annually, at during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

Commercial Warranty:

As set forth in Section C, page 29/40 of the Master Agreement publicly published on the World Wide Web at https://s3-us-west-2.amazonaws.com/naspovaluepoint/1507244933_Master%20Agreement%20Physio-Control.pdf,

ANY WARRANTIES PROVIDED BY COMPANY WITH RESPECT TO A GIVEN PRODUCT ARE AS DESCRIBED IN THE LABELING ACCOMPANYING UNITS OF THAT PRODUCT ON PURCHASE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Condition of Proposed Items:

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

Release:

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

Contractor Personnel:

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory under this Agreement. Key personnel shall be:

Ted Harris, Manager of Strategic and Government Accounts

Jennifer Collins, Manager of Finance and Contracts

Kimberly Plested, Contracts Administrator

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
 DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment. Notwithstanding, the Procuring Agency has thirty (30) days to inspect such products or they are deemed accepted and may be returned in accordance with warranty and return policy only.

Inspection of Services:

Intentionally Omitted.

Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force, during the entire term of this Agreement, the following insurance coverage(s), which shall include the State of New Mexico, General Services Department or other party to this Agreement as additional insured (except with respect to Workers Compensation and Employers Liability).

- A. Workers Compensation (including accident and disease coverage) at the statutory limit and Employers liability subject to limits of \$1,000,000 per accident and \$1,000,000 per employee and policy limit for disease.
- B. Commercial general liability, including coverage for products and completed operations liability, broad form property damage liability, personal injury liability and contractual liability for liability the Contractor has assumed under this Agreement with combined single limits of liability for bodily injury and property damage of \$3,000,000 per occurrence and \$3,000,000 annual aggregate.
- C. Automobile liability (including coverage for non-owned automobiles) with a combined single limit of liability for bodily injury and property damage of \$2,000,000 per accident.
- D. Contractor shall maintain the insurance required above for the term of this Agreement and shall include the Procuring Agency as an additional insured as required above on any Certificate of Insurance form furnished by Contractor. Such certificate shall also confirm that Contractor's coverages include the primary and non-contributory provision and waivers of subrogation required below. With respect to the required Commercial General Liability insurance coverage, except in the event that a claim or loss arises out of the negligence or willful misconduct of the State of New Mexico and/or the Procuring Agency, and/or the officials, officers, employees, agents or representatives of either, Contractor's coverage shall be primary to and shall not contribution with any other valid and collectible insurance maintained by the State of New Mexico and/or the Procuring Agency. With respect to the required Workers Compensation, Employers Liability and Automobile Liability insurance coverages, the State of New Mexico

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
 DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

and/or the Procuring Agency shall be provided with a waiver of subrogation. Contractor shall provide the Procuring Agency with thirty (30) days prior written notice in the event of the cancellation or material change to any required insurance coverage. Contractor shall be permitted to self-insure to comply with these requirements.

Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. “**Gross total sales**” means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the “*State Purchasing Division.*” This contract number **00-00000-19-00034** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:
 State Purchasing Division
 1100 St. Francis Drive, Room 2016
 PO Box 6850
 Santa Fe, NM 87505
 Attn: Compliance Officer

Sample Reports can be found at:
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**

Led by the State of Oklahoma

Officer at (505) 827-0472.

5. Lease Agreements: *Reserved*

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *New Mexico*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
 DEFIBRILLATORS & ACCESSORIES**
 Led by the State of Oklahoma

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Contractor: Stryker Sales Corporation
Signature: <i>Valerie Paulk</i> X This Participating Addendum was signed on behalf of the State Purchasing Agent.	Signature: <i>Kimberly Plested</i>
Name: Mark Hayden	Name: Kimberly Plested
Title: State Purchasing Agent	Title: Contracts Administrator
Date: 1/13/2021	Date: 11/19/2020

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	(503) 428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

Certificate Of Completion

Envelope Id: A7E0B370914A4AE3BC658683CB17DB37
 Subject: Please DocuSign: SPD SPA
 Source Envelope:
 Document Pages: 14
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
 Theresa Mendibles
 13 Bataan Blvd
 Santa Fe, NM 87508
 Theresa.Mendibles@state.nm.us
 IP Address: 67.0.224.168

Record Tracking

Status: Original
 1/13/2021 3:45:45 PM
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

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

Location: DocuSign
 Location: DocuSign

Signer Events

Theresa Mendibles
 theresa.mendibles@state.nm.us
 New Mexico General Services
 Security Level: Email, Account Authentication
 (None)

Signature

TM

Signature Adoption: Pre-selected Style
 Using IP Address: 67.0.224.168

Timestamp

Sent: 1/13/2021 3:49:29 PM
 Viewed: 1/13/2021 3:49:40 PM
 Signed: 1/13/2021 3:49:43 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/1/2020 5:55:33 PM
 ID: a1931c7b-74ec-4e14-aa46-8324a6999adc

Travis Dutton-Leyda
 travis.dutton-leyda@state.nm.us
 IT & Construction Bureau Chief
 New Mexico General Services, State Purchasing
 Division
 Security Level: Email, Account Authentication
 (None)

JD

Signature Adoption: Pre-selected Style
 Using IP Address: 67.164.144.62

Sent: 1/13/2021 3:49:45 PM
 Viewed: 1/13/2021 4:19:01 PM
 Signed: 1/13/2021 4:19:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Valerie Paulk
 valerie.paulk@state.nm.us
 State Purchasing Agent
 New Mexico General Services
 Signing Group: 35000 - State Purchasing Agent
 Security Level: Email, Account Authentication
 (None)

Valerie Paulk

Signature Adoption: Pre-selected Style
 Using IP Address: 97.123.66.66

Sent: 1/13/2021 4:19:26 PM
 Viewed: 1/13/2021 4:24:30 PM
 Signed: 1/13/2021 4:25:02 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/13/2021 3:49:29 PM
Certified Delivered	Security Checked	1/13/2021 4:24:30 PM
Signing Complete	Security Checked	1/13/2021 4:25:02 PM
Completed	Security Checked	1/13/2021 4:25:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7, 2023

SUBJECT: FY2024 Fire Protection Grant Council Grant Application

DEPT. OF ORIGIN: Fire
DATE SUBMITTED: July 25, 2023
SUBMITTED BY: Barry Young, Fire Chief

Summary: The City of Hobbs Fire Department is eligible to participate in the FY24 Fire Protection Grant Council Grant. The grant will award a single applicant an amount not to exceed the maximum amount allowed for a specific category as identified by the department.

The Hobbs Fire Department wishes to utilize this grant application to obtain funds to go towards the building of a training tower.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total amount being requested for the training tower through this grant is \$400,000. There is no match required for this grant. The grant rules state the grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost. The total cost of the training tower is approximately \$1,600,000, which if successful with this grant process, the City would be responsible for approximately \$1,200,000 to complete the project. If the grant is successful, a budget adjustment of \$1.2 million will need to be addressed at a later date.

Attachments:

- 1. Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval to submit the FY2024 Fire Service Grant Council Grant.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7385

A RESOLUTION APPROVING
THE SUBMISSION OF FY24
FIRE PROTECTION GRANT COUNCIL GRANT

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY24 Fire Protection Grant Council grant; and

WHEREAS, the grant will provide financial assistance with building a training tower; and

WHEREAS, the total amount of the grant is \$400,000, with no match required; and

WHEREAS, the City would be responsible for the remaining cost of approximately \$1,200,000;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs this Resolution approving the submission of a Grant Application with the Fire Protection Grant Council.

PASSED, APPROVED AND ADOPTED this 7th day of August, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

THE COMMISSIONER

The Commissioner is the largest standard Fire Facilities fire training tower model. The tower spans 73' long and stands 40' high. The Commissioner offers three sections, a four-story tower, a two-story residential section, and a one-story burn room annex. The residential section features interior and exterior stairs, two roof chop-out curbs, hallways, a burn room, and a burn area in the attic. The tower section offers interior decks and stairs, ship's ladder, parapet roof guard with chained opening, and a roof chop-out curb. For the ultimate in fire training, the Commissioner also features a cantilevered balcony, inset balcony, and fire escape.

All doors /shutters are operational from both sides. Stairs and railings meet IBC/NFPA 1402 standards.

Tower:

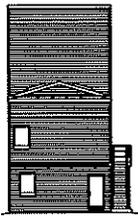
- 25'L x 22'W x 40'H
- Flat Roof
- Roof Live Load: 100 PSF
- Wind Load: Per Local Codes
- Deck Live Load: 100 PSF
- Parapet Roof Guard with Chained Opening
- Interior "U" Shaped Stairs to 2nd, 3rd, & 4th Floors
- Interior Fixed Ladder, 4th Floor to Roof Hatch
- (3) 3' x 7' Exterior Steel Doors
- (7) 3' x 4' Window Openings with Steel Shutters
- (1) 4' x 4' Roof Chop-Out Curb
- (1) 2'6" x 4'6" Bilco Roof Hatch

Residential Section:

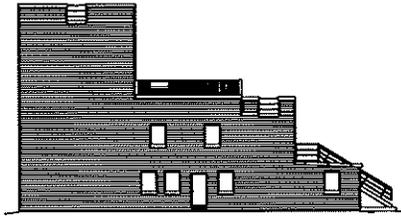
- 33'11"L x 22'W x 27'3"H
- 16° Gable Roof and Flat Roof
- Roof Live Load: 100 PSF
- Wind Load: Per Local Codes
- Deck Live Load: 100 PSF
- Parapet Roof Guard with Chained Openings
- Interior "L" Shaped Stairs to 2nd Floor
- Roof Ladder Fender Brackets
- Exterior 2nd Floor Cantilevered Balcony 39'x 4'
- Exterior Stairs to 2nd Floor
- (7) 3' x 7' Exterior Steel Doors
- (11) 3' x 7' Interior Steel Doors
- (12) 3' x 4' Window Openings with Steel Shutters
- (2) 3' x 3' Hinged Gable Louvers
- (2) 4' x 4' Roof Chop-Out Curbs
- (1) 2nd Floor Burn Room
- (1) Burn Area in Attic
- (1) Westec® Insulation System
- (1) Scout Temperature Monitoring System

Burn Room Annex:

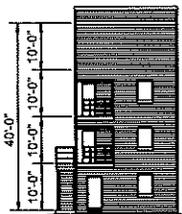
- 14'L x 22'W x 10'H
- Roof: 1/2" in 12" Single Pitch
- Roof Live Load: 100 PSF
- Wind Load: Per Local Codes
- (1) 3' x 7' Exterior Steel Door
- (1) 3' x 7' Interior Steel Door
- (2) 3' x 4' Window Openings with Steel Shutters
- (1) Westec® Insulation System
- (1) Scout Temperature Monitoring System



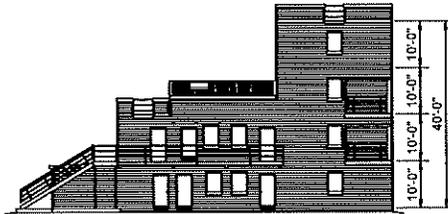
NORTH END ELEVATION



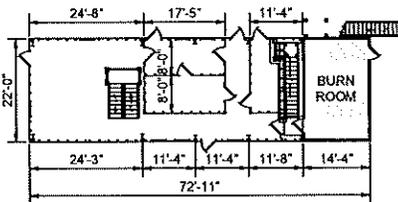
EAST SIDE ELEVATION



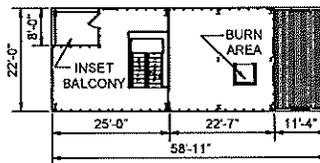
SOUTH END ELEVATION



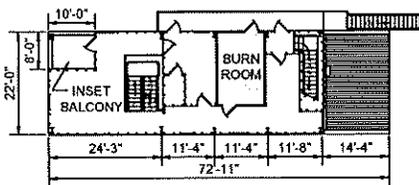
WEST SIDE ELEVATION



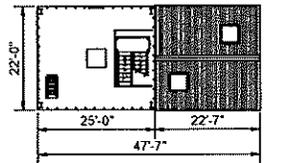
FIRST FLOOR PLAN



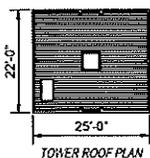
TOWER THIRD FLOOR & ATTIC PLAN



SECOND FLOOR PLAN

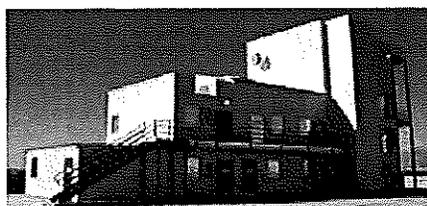


TOWER FOURTH FLOOR AND RESIDENCE ROOF PLAN



TOWER ROOF PLAN

Nellis AFB, Las Vegas, Nevada





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: AUGUST 7, 2023

SUBJECT: CONSIDER AWARDING RFP #539-23 FOR PROVIDING SECURITY SERVICES FOR THE CITY OF HOBBS AT THE CORE (CENTER OF RECREATIONAL EXCELLENCE) TO TACTICAL SECURITY SOLUTIONS, LLC
DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: July 31, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

RFP #539-23 for Providing Security Services for the City of Hobbs at the CORE (Center of Recreational Excellence) was advertised January 15, 2023, and responses were due by February 9, 2023 at 5:00 p.m. One (1) proposal was received and was deemed to be responsive by the Finance Department. Representatives from the following Departments comprised the Evaluation Committee and scored the RFP: Recreation, Parks and Open Spaces, Police (160 points possible).

TACTICAL SECURITY SOLUTIONS Avg. Score: 131

Tactical Security Solutions has been in business since 2006 and has provided a variety of security services for a wide range of customers. The RFP requires Tactical Security Staff to be on duty at the CORE, seven days a week, three hours per day on days that the CORE is operating to assist CORE staff with keeping CORE patrons safe, and to assist CORE staff during any incidents in which CORE staff may require assistance. Professional Services agreement not to exceed \$60,000.00. Copy of Professional Services Agreement attached.

Fiscal Impact

Reviewed by: Deborah Corral
Finance Department
Digitally signed by Deborah Corral
Date: 2023.08.01 12:01:31 -06'00'

The CORE's Professional Services budget (16-4016-42601) will be used to fund this expenditure. Funds will be requested in FY BAR#1.

Attachments: RFP Evaluation Criteria Score Sheet with average scores, Professional Services Agreement

Legal Review:

Approved As To Form:

Valerie S. Chacon
City Attorney

Recommendation:

Staff recommends awarding RFP #539-23 to Tactical Security Solutions, LLC.

Approved For Submittal By:

Doug McDaniel
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

RFP #539-23 Providing Security Services for the City of Hobbs - CORE (Center of Recreational Excellence)

PHASE I Evaluation (160 points available)

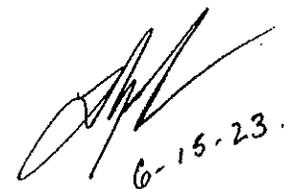
**TACTICAL
SECURITY
SOLUTIONS**

COST	35 Points	29
PUBLIC SAFETY BACKGROUND	40 Points	30
INSURANCE (Minimum of \$3 Million)	10 Points	10
FIRM EXPERIENCE	25 Points	21
LENGTH OF TIME IN BUSINESS	15 Points	13
SAFETY TRAINING	15 Points	10
REFERENCES	10 Points	8
RESIDENT BIDDER/PREFERENCE OR VETERANS PREFERENCE	10 Points	10
TOTAL = 160		131

Staff Member Name (Printed) _____

Staff Member Signature _____

Date _____



6-15-23



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 7th day of August, 2023, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Tactical Security Solutions, an independent contractor with a business address of 814 W Marland, Hobbs, NM 88240 (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

Tactical Security Solutions to provide certified security staff (Level II) at the CORE, as follows, on days that the CORE is open and operating during these times: Sundays: 3:00 p.m. to 6:00 p.m.; Mondays through Saturdays: 5:00 p.m. to 8:00 p.m.

CORE staff will provide Tactical Security Solutions with a list of days/times that the CORE is closed for holidays and not operating during the above times. During inclement weather, CORE staff will notify Tactical Security Solutions staff of any closures in a timely fashion.

Tactical Security Solutions staff will maintain communication with CORE staff on duty at all times, and shall assist with keeping CORE patrons safe, and assist CORE staff during any incidents when CORE staff needs assistance. In the event that Level II Security Staff is not available during the above times, Tactical Security Solutions will give CORE staff as much advance notification as possible.

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 \$ 60,000.00 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: Finance Dept. - 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 \$ \$60,000.00. 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 \$ 3,000,000.00 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: Finance Department, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 801 W Marland, Hobbs, NM 88240 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 575-397-9293; and
Contacting City via e-mail at dmcdaniel@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.: 16-4016-42601

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2023

SUBJECT: A RESOLUTION APPROVING THE FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

DEPT. OF ORIGIN: Engineering / Planning
DATE SUBMITTED: July 31, 2023
SUBMITTED BY: Todd Randall, City Engineer and Kevin Robinson, Development Director

Summary: The City of Hobbs Planning Board selected their Top 10 ICIP projects from all of last year's remaining projects and additional projects recommended for this year's ICIP.

The City Commission is requested to discuss and individually rank the ICIP projects to establish the TOP 5 PROJECTS for inclusion within the Plan. Each Commissioner is being asked to assign a ranking to each project as recommended by City of Hobbs Planning Board of 1 through 10 with 1 being the most important project for the community.

Last year (per Resolution # 7229), the Top 5 Projects were: #1 Sewer Main Replacement; #2 Street Improvements \ Resurfacing; #3 Drainage Master Plan & Improvements; #4 Joe Harvey Blvd. Improvements; and #5. HPD Body Camera System

Deborah Corral
Digitally signed by Deborah Corral
Date: 2023.07.31 16:09:53 -06'00'

Fiscal Impact:

Reviewed By: Corral
Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects. The City projects listed in the FY2025-2029 ICIP should also be included in the FY2024-2028 City budgets respectively.

Attachments: Resolution, Draft ICIP Plan.

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

Staff requests that the Commission consider approval of the Resolution to adopt the ICIP Plan.

Approved For Submittal By:

Kevin Robinson
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7386

A RESOLUTION APPROVING THE FISCAL YEAR 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue strategic actions and objectives to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on June 18, 2023, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**Fiscal Year 2025 – 2029
Local Infrastructure
Capital Improvement Plan
(ICIP)**



City of Hobbs

MAYOR

Sam D. Cobb

CITY COMMISSION

Joseph D. Calderón, Mayor Pro Tem

R. Finn Smith

Christopher Mills

Larron B. Fields

Roy Dwayne Penick

Don R. Gerth

CITY MANAGER

Manny Gomez



**CITY OF HOBBS
2025 - 2029 ICIP Project List
City Commission Recommendations
Top 5 Priority List**

- #1**
- #2**
- #3**
- #4**
- #5**



**CITY OF HOBBS
2025 – 2029 ICIP Project List
Planning Board Recommendations
Top 10 List**

- 1 Street Improvements / Resurfacing**
- 2 Drainage Master Plan & Improvements**
- 3 Fire / Police Training Facility**
- 4 Joe Harvey Blvd. Improvements**
- 5 Water Wells Program**
- 6 West College Lane Realignment**
- 7 Municipal Facility Security Improvements**
- 8 Comprehensive / Strategic Plan**
- 9 Citywide Fiber Network**
- 10 Gateway Corridor Beautification**

YR/RANK	RANK	Project Title	Proposed FY 2025	2026	2027	2028	2029
2025-01	01	Street Improvements / Resurfacing	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
2025-02	02	Drainage Master Plan & Improvements	750,000	250,000	250,000	250,000	250,000
2025-03	03	Fire / Police Training Facility	300,000	1,500,000	0	0	0
2025-04	04	Joe Harvey Blvd. Improvements	750,000	7,500,000	0	0	
2025-05	05	Water Wells Program	500,000	500,000	500,000	500,000	500,000
2025-06	06	West College Lane Realignment	12,000,000	0	0	0	
2025-07	07	Municipal Facility Security Improvements	1,000,000	1,000,000	0	0	0
2025-08	08	Comprehensive / Strategic Plan	150,000	0	0	0	
2025-09	09	Citywide Fiber Network	2,500,000	500,000	500,000	500,000	500,000
2025-10	10	Gateway Corridor Beautification	350,000	500,000	500,000	500,000	500,000
2025-11	11	RR Crossing Upgrades and New Crossings	150,000	0	150,000	0	150,000
2025-12	12	All Inclusive Playground	1,500,000	0	0	0	0
2025-13	13	West Bender Widening Project & Drainage	2,500,000	11,000,000	0	0	0
2025-14	14	Aquatic Facility	1,000,000	11,000,000	0	0	0
2025-15	15	Taylor Ranch Improvements	800,000	10,000,000	0	0	0
2025-16	16	Public Safety Vehicle and Equipment	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000
2025-17	17	Community Broadband Improvements	300,000	300,000	300,000	300,000	300,000
2025-18	18	Mobile Rd Improvements	250,000	1,500,000	0	0	0
2025-19	19	SR 18 - Dal Paso Improvements	3,750,000	3,500,000	3,500,000	0	0
2025-20	20	East Skelly and Midwest Improvements	150,000	2,500,000	0	0	0
2025-21	21	HPD Mobile Command Post	1,100,000	0	0	0	0
2025-22	22	Pickleball Facilities	2,000,000	0	0	0	0
2025-23	23	Infrastructure / Utility Extensions	750,000	750,000	750,000	750,000	750,000
2025-24	24	Heavy Rescue / Haz-mat Apparatus	750,000	0	0	0	0
2025-25	25	Harry McAdams Park Improvements	2,500,000	0	0	0	0
2025-26	26	Downtown Improvements	300,000	3,000,000	0	0	0
2025-27	27	Animal Care Service Center	1,500,000				
2025-28	28	Fire Training Tower	575,000	725,000	0	0	0
2025-29	29	School Zone Traffic Improvements	250,000	250,000	0	0	0
2025-30	30	Municipal Vehicles and Equipment	500,000	1,500,000	1,500,000	1,500,000	1,500,000

YR/RANK	RANK	Project Title	Proposed FY 2025	2026	2027	2028	2029
2025-31	31	Public Facility Roof Reconstruction	1,000,000	500,000	500,000	500,000	500,000
2025-32	32	WWRF - Scada Improvements	1,000,000	500,000	500,000	500,000	0
2025-33	33	Backup Data Center	250,000	1,400,000			
2025-34	34	Rockwind Grill Remodel	250,000				
2025-35	35	Elevator Replacement PD Annex	150,000				
2025-36	36	Eagle IC Cameras	450,000				
2025-37	37	Municipal Facilities HVAC Systems	750,000				
2025-38	38	HPD Improvements	300,000	2,500,000	0	0	0
2025-39	39	Boone Cemetery Renovation	250,000	0	0	0	0
2025-40	40	Ground Water Remediation - WWRF	1,000,000	1,000,000	300,000	0	0
2025-41	41	Sewer Main Replacement	1,000,000	500,000	500,000	500,000	500,000
2025-42	42	Water Main Replacement	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
2025-43	43	HIAP Lift Station	250,000	0	0	0	0
2025-44	44	Prairie Haven Improvements	200,000	350,000	350,000	350,000	200,000
2025-45	45	Rockwind Golf Course Drainage Improvements	1,000,000	0	0	0	0
2025-46	46	Green Meadows - Annexation & Improvements	600,000	500,000	0	0	0
2025-47	47	AMR - Water Meter Replacement Program	500,000	500,000	500,000	0	0
2025-48	48	Heizer Park Renovations	500,000	2,000,000	0	0	0
2025-49	49	Water production - PRV Stations	125,000	0	0	0	0
2025-50	50	Projection of Smith Ln	350,000	0	0	0	0
2025-51	51	Skate/Bike Park	1,600,000	0	0	0	0
2025-52	52	Public Facility HVAC Improvements	500,000	500,000	500,000	500,000	500,000
2025-53	53	Water Effluent Improvements	2,500,000	500,000	500,000	0	0
2025-54	54	Street Sign / Pavement Marking Replacement	150,000	150,000	150,000	150,000	150,000
2025-55	55	Manhole Repair Program	60,000	60,000	60,000	60,000	60,000
2025-56	56	MAP Roadway Rehabilitation Projects	600,000	600,000	600,000	600,000	600,000
2025-57	57	Arterial COOP Project	175,000	175,000	175,000	175,000	175,000
2025-58	58	ADA Intersection Improvement Project	50,000	50,000	50,000	50,000	50,000
2025-59	59	Veteran's Complex - Baseball Safety Netting	250,000	0	0	0	0
2026-01	01	Outdoor Range Phase II	0	450,000	0	0	0

YR/RANK	RANK	Project Title	Proposed FY 2025	2026	2027	2028	2029
2026-02	02	Retention / Detention Basin Renovations	0	500,000	500,000	500,000	500,000
2026-03	03	Northwest Bypass	0	600,000	500,000	18,400,000	0
2026-04	04	Projection of Central West	0	75,000	750,000	0	0
2026-05	05	Traffic Signal Upgrades on SR 18	0	800,000	250,000	250,000	250,000
2026-06	06	Green Meadows Park Renovation	0	2,000,000	0	0	0
2026-07	07	Artificial Sportfield Turf	0	4,200,000	0	0	0
2026-08	08	Traffic Study Update	0	350,000	0	0	0
2026-09	09	Ambulance	0	300,000	0	300,000	0
2026-10	10	SR 18 - Sewer Trunk Line Extension	0	3,500,000	0	0	0
2026-11	11	Rockwind Golf Course - Teaching Facility	0	800,000	0	0	0
2026-12	12	Varsity Grandstand Improvements	0	750,000	0	0	0
2026-13	13	Parks and Rec. Master Plan Study	0	125,000	0	0	0
2026-14	14	Install Equipment Wash Bays - 5	0	1,200,000	0	0	0
2026-15	15	Grimes Str Improvements	0	500,000	2,500,000	2,500,000	2,500,000
2027-01	01	Wildland Fire Apparatus	0	0	450,000	0	0
2027-02	02	New Elevated Water storage	0	0	5,000,000	0	0
2027-03	03	Water System Improvements (North Reservoir)	0	0	10,000,000	0	0
2027-04	04	Apache Dr/Fowler St Utilities Extension	0	0	75,000	750,000	0
2027-05	05	Del Norte Park Expansion Area	0	0	4,500,000	0	0
2028-01	01	Millen Projection	0	0	0	3,000,000	0
2028-02	02	Fowler Street Extension	0	0	0	2,500,000	0
2028-03	03	Bender Median Renovations	0	0	0	750,000	0
2028-04	04	Turner Improvements	0	0	500,000	2,500,000	2,500,000
2029-01	01	Southeast Bypass	0	0	0	0	19,000,000
2029-03	03	Bensing South Projection	0	0	0	0	1,750,000

Number of projects:

Year: 1

Year: 2

Year: 3

Year: 4

Year: 5

Grand Totals

67,235,000

97,710,000

49,660,000

51,135,000

45,685,000



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 7th, 2023

SUBJECT: GRIMES ST. REHABILITATION PROJECT
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: July 31, 2023
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The Grimes St. Rehabilitation consists of the roadway reconstruction of Grimes St. from Clinton St. to Silver Ave. approximately 1.5 miles in length. This preliminary engineering scope focuses on gathering initial project information & data, the evaluation of existing conditions, roadway intersection configuration, drainage improvements, pavement design, utility improvements, ADA improvements, traffic signalization assessment, interconnect requirements, Right-of-Way needs, estimated construction costs, project phasing plan, and any other factors which may affect the final design of the project.

The final deliverable for the preliminary engineering phase of the Grimes St. Rehabilitation Project will be Preliminary Construction Plans, Estimated Quantities, and a Construction Estimate issued by Pettigrew & Associates to include project recommendations in order to proceed with final design. City of Hobbs Engineering Staff will evaluate the preliminary engineering recommendations and negotiate a scope and fee for final design of the Grimes St. Rehabilitation Project. The proposed project final design scope and fee will be brought before the Commission for consideration at a later date.

Fiscal Impact:

The carryover budget for this project will be available pending DFA approval of the final budget.

Budget:

Budget Line: 48-4048-44901-00349
Budgeted: \$330,000

Design:

Estimated Design Cost (CES): \$248,341.06
NMGRT @ 6.5625%: \$16,297.38
Total Cost: \$264,638.44

Reviewed By: Deborah Corral
Digitally signed by Deborah Corral
Date: 2023.07.31 13:47:07 -06'00'
Finance

Attachments:

Project Area Maps, Project Design Scope & Cost Estimate provided by Pettigrew & Associates PA.

Legal Review:

Approved As To Form: Valerie S. Chacon
Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=Engineering
Date: 2023.07.31 14:02:27 -05'00'
City Attorney

Recommendation:

Consideration and Approval of Contract Award for the Grimes St. Rehabilitation Project Design to Pettigrew & Associates PA utilizing CES, Contract Number: 2023-01-C215-ALL.

Approved For Submittal By:

TODD RANDALL
Digitally signed by TODD RANDALL
DN: cn=TODD RANDALL, o=CITY OF HOBBS, ou=Engineering
Reason I am approving this document
Contact Info: 575-397-2037
Date: 2023.07.31 13:42:20-0600
Department Director

Handwritten signature of City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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



PROJECT NO. 471
SHEET NO. 1-1

CITY OF Hobbs
NEW MEXICO

ENGINEERING DEPARTMENT
200 E. BROADWAY ST.
HOBBS NM 88249
BUS (505) 397-9232
FAX (505) 397-9227

SHEET TITLE
**SCOPING MAPS - GRIMES ST.
SILVER AVE TO BERRY DR.**

PROJECT TITLE
GRIMES ST. REHABILITATION PROJECT

NO.		DATE		REVISIONS	BY
				REMARKS	
1					
2					
3					
4					
DESIGN BY		DATE			
DRAWN BY		DATE			
CHECKED BY		DATE			

**PRELIMINARY
PLANNING
DOCUMENT**



SHEET NO. 1-2
PROJECT NO. 41-

CITY OF Hobbs NEW MEXICO
ENGINEERING DEPARTMENT
200 E. BROADWAY ST.
HOBBS NM 88240
BUS (575) 397-9232
FAX (575) 397-9227

SHEET TITLE
**SCOPING MAPS - GRIMES ST.
BERRY DR. TO CLINTON ST.**

PROJECT TITLE
GRIMES ST. REHABILITATION PROJECT

REVISIONS		BY
NO.	DATE	REMARKS
1		
2		
3		
4		

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE

**PRELIMINARY
PLANNING
DOCUMENT**



ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
 DEFINING QUALITY SINCE 1965



LETTER FEE PROPOSAL

To: City of Hobbs; Todd Randall
 From: W. M. Tres Hicks, PE/PS
 Date: July 13, 2023
 Subject: Grimes Street Improvements, Hobbs, NM

Thank you for the opportunity to submit a fee proposal on this project. We can confidently provide excellent service to you. For over 55 years Pettigrew & Associates, P.A. has been a leader in fully integrated Surveying, Engineering, Construction Management, Materials Engineering and Testing serving New Mexico, Texas, Kansas and Oklahoma. Pettigrew & Associates is a registered Women-Owned Business (WBENC National #232933).

Engineering	Surveying	Construction Services
<ul style="list-style-type: none"> • Site Design • Geotechnical • Foundation/Earthwork Investigations • Storm Water Pollution Prevention Plans • Pavement, Roadway & Infrastructure Design • Traffic Engineering • Permit Analysis • Fatal Flaw Analysis • Drainage Studies • Spill Prevention 	<ul style="list-style-type: none"> • ALTA/Boundary • Route, Construction, Utility • Easement, ROW • GPR Services • Topographic/Design • Control for Aerial/Lidar • Plant Site Monumentation • Subsidence Surveys • Annexation, As-Built • Geodetic 	<ul style="list-style-type: none"> • Site Development • Construction Inspection • Daily Progress Reports • Non-Conformance Reports • Test Reports • Approval/Variation Request Documentation • Deficiency Log • As-Built Drawings/Record Documents • Project Closeout/Testing Log Books • Special Inspections • Source Feasibility Studies & Evaluations • Material Pit Sourcing • Design & Analysis of Superpave Asphaltic Mixtures • Design and Analysis of Portland Cement, Concrete, Grout, Masonry • Construction Materials Testing
<p>Aerial Services</p> <ul style="list-style-type: none"> • Topographic, Mapping, Photogrammetry • Volume/Quantity Calcs • Pipeline Surveying & Monitoring • Spill/Environmental Monitoring • Project Monitoring 	<p>GIS Services</p> <ul style="list-style-type: none"> • Mapping Services for Utilities, Powerlines, Pipelines, Infrastructure, Roads, Parcel Data • Asset Monitoring • Spatial Database Management • Imagery Analysis and Remote Sensing 	



SCOPE OF SERVICES

1. Surveying Services CES Contract # 2023-01-C22-ALL

This Proposal includes survey services for the section of Grimes Street, beginning at the intersection of W. Clinton Street and ending at the intersection of W. Silver Ave Hobbs, NM.

A. Establish Control and Traverse - Additional Lump Sum \$8,816.00

- ✔ Review BHI control data
- ✔ Field investigation/ establish new control locations for detailed survey
- ✔ Office calculations and field preparation
- ✔ Set ±49 new control monuments to be rebar and caps (or similar)
- ✔ Conduct a field traverse through new control monuments tied to BHI control

B. Topographic Verification Lump Sum \$67,527.68

- ✔ Review City of Hobbs LIDAR for survey use, incorporate into design surface. Fee assumes Lidar includes all or most existing surface features (such as signs, poles, etc).
- ✔ Compile City data for design use
- ✔ Perform field topo to include elevation verification along Curb flowlines particularly at intersection, tie-ins and occasionally along corridor
- ✔ Adjust surface to match Pettigrew control survey
- ✔ Walk project and field verify topographic items are shown on map, locate missing items and identify as necessary. Fee assumes Lidar includes all or most existing surface features (such as signs, poles, etc).
- ✔ Utility One Call and coordination
- ✔ Draft model / mapping for topographic survey
- ✔ Determine apparent ROW and depict on mapping for use in design
- ✔ Internal review for quality assurance purposes

C. OPTIONAL ROW Survey Lump Sum \$25,041.28

- ✔ Site research and coordination for affected properties only
- ✔ Title research
- ✔ Field search to locate corners
- ✔ Draft Right-Of-Way maps
- ✔ City review/Coordination
- ✔ Internal review for quality assurance purposes
- ✔ Remaining scope to be determined

2. Civil Design Services (30% Design) CES Contract #2023-01-C215-ALL

This proposal includes Civil Design services for the proposed improvements to the section of Grimes Street, beginning at the intersection of W Silver Ave and ending at W Clinton Street in Hobbs, NM.

A. Site Design Services

Lump Sum \$105,745.92

- ✔ Review of City of Hobbs specifications and standards and previous plans/data if available.
- ✔ Incorporate NMDOT specifications, geotechnical recommendations and survey information. Review/compile available as-built data from internal project records and information provided by the city.
- ✔ Pettigrew will prepare conceptual layout alternatives for intersection widening. Alternative sketches will be used to establish the basis for preliminary design.
- ✔ Preliminary Pavement Assessment with recommendations for improvement based on geotechnical study. Recommendations will be for temporary improvements based on available funding.
- ✔ 30% Preliminary Roadway Design Package
 - General sheets, Standard Details, Typical Sections, SOQ and Schedules, Special Details, PnP Sheets, Driveway sections/profiles, Turnout profiles, Intersection Layout/Grading, SWPPP Layout, Removal sheets, Drainage Structure Section/Profile views, Utility layout, Roadway Sections, Utility Sections, and Traffic Signal Sheets.
 - 30% Design is intended to establish roadway geometry (horizontal and vertical) and potential project impacts to drainage, ADA, utilities, ITS, and project stake holders.
- ✔ Preliminary design construction cost estimate to be based on 30% design quantities. Construction pricing will be based on available pricing information, NMDOT average unit bid costs, and/or previous projects.
- ✔ Site Grading Plan to include hardscape and ADA design. New ADA ramps, pathways and drive pads are anticipated for the site. Existing infrastructure shall remain in place where feasible and compliant with ADA guidelines.
- ✔ PA shall provide basic drainage calculations and proposed improvements to determine capacity of existing culverts.
- ✔ Storm sewer inlets will be upsized but not analyzed for flow capacity or gutter spread.
- ✔ Details pertaining to civil work listed above.
- ✔ Correspondence

B. Utility Coordination

Lump Sum \$12,528.32

- ✔ Desktop review of city plans/data for coordination
- ✔ Coordination with Utility Owners. Pettigrew will provide preliminary design to utility owners and solicit responses from utility owners to verify potential conflicts with the design.
- ✔ Onsite review with Utility Owners (estimate 1 field review with utility owners)

C. Civil Design Assumptions:

- ✔ Proposed scope of work is based on the scoping documents provided to P&A by the city as well as subsequent scoping meetings. Significant changes to the project limits, layout, driveway access locations, design/study effort, and utility connections shall be done as an additional service.

3. Additional Services

Time & Materials

Client generated changes to planning and work efforts once work is in progress including consideration of areas outside of the project limits or additions to the project scope or budget causing Additional Work will be billed at current hourly rates or negotiated lump sum per change-order proposals approved by the Client or the Client's Representative. Additional Work will continue until the work is at the same level of completion as it was prior to the change. Any Additional Work not specifically included in the above scope of services will be accomplished as Additional Services.

4. Excluded Services

- A. Cost of permits or filing fees required by regulatory agencies or departments obtained for this project shall be paid by the owner.
- B. Design of areas or improvements outside the limits of the project site.
- C. Drainage Study
- D. Traffic Study
- E. Utility Locates (SUE Level B and A)
- F. Utility Capacity analysis (such as flow/pressure calculations)
- G. Final design package for construction.
- H. Bidding phase services
- I. Construction sequence or phasing plan
- J. Construction Phase services
- K. Meetings beyond those identified in the project scope.

All fees are presented without New Mexico Gross Receipts Tax (NMGRT). NMGRT will be billed at current rates. Retainage shall not be held.

The following is a summary of standard insurance coverage for Pettigrew & Associates, P.A.

Commercial General Liability:	\$2,000,000 aggregate, \$1,000,000 per occurrence
Automobile:	\$1,000,000 combined single limit (any Auto)
Worker's Compensation:	Statutory: \$500,000
Employer's Liability:	\$1,000,000 each accident, \$1,000,000 each employee (disease), \$1,000,000 policy limit (disease)
Professional Liability:	\$3,000,000 per claim, \$3,000,000 annual aggregate
Umbrella Liability:	\$10,000,000 per occurrence, \$10,000,000 aggregate

We appreciate the opportunity to present this proposal and look forward to hearing from you.

Sincerely,



W.M. Tres Hicks, PE/PS
Vice President and Principal Surveyor
Pettigrew & Associates, P.A.



TERMS, CONDITIONS and STANDARD OF CARE

1. The standard of care for all professional engineering, surveying and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Interpretations and recommendations by Engineer will be based on information available to or developed by Engineer. Client recognizes that subsurface conditions may vary from those observed at specific locations where surveys, sampling, testing, or other Site explorations are made, and that conditions may change with time.
2. Neither Client nor Engineer shall be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client/Owner-furnished information. Engineer will not be responsible for (1) inaccuracies, errors, or omissions in data other than its own or its Consultants', or (2) improper interpretations or use by others of any data.
3. Subject to the standard of care set forth in Item 1, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
4. Engineer and Client shall comply with applicable Laws and Regulations. Engineer shall comply with standards mandated by Client and provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, or compensation.
5. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. Client agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
6. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work.
7. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees, or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any of the Work.
8. In the event of any termination, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
9. Required increases to standard policy limits may result in additional fees to the client.
10. Professional Liability and E&O Conditions are explicitly limited to "Professional Standard of Care".
11. Client signed copy of Fee Proposal is required.
12. Contractual verbiage of indemnification and warranty may negate client's rights to insurance.

LETTER OF INTENT

In order to proceed, please sign and return this Letter of Intent acknowledging the terms of the business as detailed along with the New Client information.

Attention: David Roybal, PE droybal@pettigrew.us
accountsreceivable@pettigrew.us or (fax) 575-393-1543

Project: Grimes Street Improvements

Project Location: Hobbs, NM

Description of Work: Civil Design, Surveying

Fees: Services as Described above (includes optional ROW)
 SEE ATTACHED FEE SCHEUDLE



Please note – Credit card payments are welcome with an additional 3.5% processing fee.
 This proposal is valid for 60 days from the date of issue, as outlined on the cover page.

By signing below, we accept the terms and conditions of the Letter of Intent.

Signature: _____ Date: _____

Company Information				
Client Name:				
Owner Name/Title:				
Street Address:				
City:		State:	NM	Zip:
Phone:		Fax:		
E-mail Address:				
Company Website:				
Billing Information (If different than above)				
A/P Contact Name:				
Billing Address:				
City:		State:		Zip:
Phone:		Fax:		
Email Address:				
P.O. Number:		NTTC:	If yes attach copy	
Project Contact				
Contact Name/Title:				
Phone:		Fax:		
Email Address:				



ENGINEERING | SURVEYING | CONSTRUCTION SERVICES
 DEFINING QUALITY SINCE 1965



LETTER FEE PROPOSAL

To: City of Hobbs, Todd Randall
From: David Roybal, PE
Date: July 31, 2023
Subject: Grimes St. Improvements, Hobbs, NM
 CES Contract # 2023-01-C215-ALL

Thank you for the opportunity to submit a fee proposal on this project. We can confidently provide excellent service to you. For over 55 years **Pettigrew & Associates, P.A.** has been a leader in fully integrated Surveying, Engineering, Construction Management, Materials Engineering and Testing serving New Mexico, Texas, Kansas and Oklahoma. Pettigrew & Associates is a registered Women-Owned Business (WBENC National #232933).

Engineering

- Site Design
- Geotechnical
- Foundation/Earthwork Investigations
- Storm Water Pollution Prevention Plans
- Pavement, Roadway & Infrastructure Design
- Traffic Engineering
- Permit Analysis
- Fatal Flaw Analysis
- Drainage Studies
- Spill Prevention

Aerial Services

- Topographic, Mapping, Photogrammetry
- Volume/Quantity Calcs
- Pipeline Surveying & Monitoring
- Spill/Environmental Monitoring
- Project Monitoring

Surveying

- ALTA/Boundary
- Route, Construction, Utility
- Easement, ROW
- GPR Services
- Topographic/Design
- Control for Aerial/Lidar
- Plant Site Monumentation
- Subsidence Surveys
- Annexation, As-Built
- Geodetic

GIS Services

- Mapping Services for Utilities, Powerlines, Pipelines, Infrastructure, Roads, Parcel Data
- Asset Monitoring
- Spatial Database Management
- Imagery Analysis and Remote Sensing

Construction Services

- Site Development
- Construction Inspection
- Daily Progress Reports
- Non-Conformance Reports
- Test Reports
- Approval/Variation Request Documentation
- Deficiency Log
- As-Built Drawings/Record Documents
- Project Closeout/Testing Log Books
- Special Inspections
- Source Feasibility Studies & Evaluations
- Material Pit Sourcing
- Design & Analysis of Superpave Asphaltic Mixtures
- Design and Analysis of Portland Cement, Concrete, Grout, Masonry
- Construction Materials Testing



SCOPE OF SERVICES

1. Geotechnical Investigation

Lump Sum \$21,944.36

A. Scope

- ❖ The field investigation for the geotechnical investigation will be supervised by a Geotechnical Engineering Technician. The report will be prepared by a Professional Engineer registered in the State of New Mexico. Penetration Tests and sampling will be performed in accordance with ASTM D 1586 and as necessary ASTM D1587 and ASTM D 2113.
 - Field Investigation – 5 Bore Holes to a depth of 5 feet or Auger Refusal
4 Bore Holes to a depth of 20 feet or Auger Refusal
 - a. Contract Drill Rig (Est. 2 days)
 - b. Geotechnical Engineering Technician (Est. 2 days)
 - Laboratory Analysis (estimated tests to be performed)
 - a. Sieve Analysis 15
 - b. Plasticity Index with Classification 15
 - c. Moisture Contents 47

B. Geotechnical Services Notes

- ❖ **This fee assumes that traffic control will be the responsibility of the client.**
- ❖ This fee is inclusive of our mobilization/travel, time on site for drilling, and any incidental fees that may be incurred related to performing this work.
- ❖ If project encounters difficulties beyond the driller's control or if the scope of work is altered, Pettigrew reserves the right to renegotiate the price.
- ❖ Locations are to be clear of any overhead and subsurface utilities.
- ❖ All locations are to be accessible using two-wheel drive equipment and vehicles.
- ❖ Should work stoppage occur due to difficulties beyond the direct control of the driller, the standby rate will be charged until work resumes.
- ❖ Additional trips, training and standby charges are not included in this proposal and will be billed at Standard Rates.
- ❖ This fee proposal assumes one mobilization.
- ❖ A MOBILIZATION INVOICE WILL BE PREPARED IMMEDIATELY AFTER FIELD WORK IS COMPLETED AND IS DUE UPON RECEIPT.
- ❖ Remaining invoices will be submitted monthly with net 30 days from receipt. If the project is in progress during multiple billing cycles, partial invoices will be sent out for work performed during that billing cycle.



1. Traffic Control

Lump Sum \$ 6,737.50

This fee includes traffic control to be used during the drilling portion of the geotechnical investigation.

2. Additional Services

Time & Materials

Client generated changes to planning and work efforts once work is in progress including consideration of areas outside of the project limits or additions to the project scope or budget causing Additional Work will be billed at current hourly rates or negotiated lump sum per change-order proposals approved by the Client or the Client's Representative. Additional Work will continue until the work is at the same level of completion as it was prior to the change. Any Additional Work not specifically included in the above scope of services will be accomplished as Additional Services.

3. Excluded Services

- A.** Cost of permits or filing fees required by regulatory agencies or departments obtained for this project shall be paid by the owner.
- B.** Design of areas or improvements outside the limits of the project site.
- C.** Meetings beyond those identified in the project scope.

All fees are presented without New Mexico Gross Receipts Tax (NMGRT). NMGRT will be billed at current rates. Retainage shall not be held.

The following is a summary of standard insurance coverage for **Pettigrew & Associates, P.A.**

Commercial General Liability:	\$2,000,000 aggregate, \$1,000,000 per occurrence
Automobile:	\$1,000,000 combined single limit (any Auto)
Worker's Compensation:	Statutory: \$500,000
Employer's Liability:	\$1,000,000 each accident, \$1,000,000 each employee (disease), \$1,000,000 policy limit (disease)
Professional Liability:	\$3,000,000 per claim, \$3,000,000 annual aggregate
Umbrella Liability:	\$10,000,000 per occurrence, \$10,000,000 aggregate

We appreciate the opportunity to present this proposal and look forward to hearing from you.

Sincerely,

Pettigrew & Associates, P.A.



David Roybal, PE
Engineering Manager

TERMS, CONDITIONS and STANDARD OF CARE

1. The standard of care for all professional engineering, surveying and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Interpretations and recommendations by Engineer will be based on information available to or developed by Engineer. Client recognizes that subsurface conditions may vary from those observed at specific locations where surveys, sampling, testing, or other Site explorations are made, and that conditions may change with time.
2. Neither Client nor Engineer shall be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client/Owner-furnished information. Engineer will not be responsible for (1) inaccuracies, errors, or omissions in data other than its own or its Consultants', or (2) improper interpretations or use by others of any data.
3. Subject to the standard of care set forth in Item 1, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
4. Engineer and Client shall comply with applicable Laws and Regulations. Engineer shall comply with standards mandated by Client and provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, or compensation.
5. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. Client agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
6. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work.
7. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees, or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any of the Work.
8. In the event of any termination, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
9. Required increases to standard policy limits may result in additional fees to the client.
10. Professional Liability and E&O Conditions are explicitly limited to "Professional Standard of Care".
11. Client signed copy of Fee Proposal is required.
12. Contractual verbiage of indemnification and warranty may negate client's rights to insurance.

LETTER OF INTENT

In order to proceed, please sign and return this Letter of Intent acknowledging the terms of the business as detailed along with the New Client information.

Attention: Amy Brainard abrainard@pettigrew.us
accountsreceivable@pettigrew.us or (fax) 575-393-1543

Project: Grimes St. Improvements

Project Location: Hobbs, NM

Description of Work: Geotechnical Investigation, Traffic Control

Total

Fees:

PROPOSAL TOTAL \$28,681.86 + \$1,882.24 NMGR (6.5625%)

Please note – Credit card payments are welcome with an additional 3.5% processing fee.

This proposal is valid for 60 days from the date of issue, as outlined on the cover page.

By signing below, we accept the terms and conditions of the Letter of Intent.

Signature: _____ Date: _____



Company Information				
Client Name:				
Owner Name/Title:				
Street Address:				
City:		State:	NM	Zip:
Phone:		Fax:		
E-mail Address:				
Company Website:				
Billing Information (If different than above)				
A/P Contact Name:				
Billing Address:				
City:		State:		Zip:
Phone:		Fax:		
Email Address:				
P.O. Number:		NTTC:	If yes attach copy	
Project Contact				
Contact Name/Title:				
Phone:		Fax:		
Email Address:				

Grimes St. Improvements

Proposed Borehole Map

Legend

- 5' Borehole
- 20' Borehole



FEE SCHEDULE COH Grimes Street Prelim Design
 Civil Proposal
 Prepared by Pettigrew & Associates, P.A.

Task #	Description/Personnel	Principal	Sr. PE/PS	Sr. Crew	PE I	EI III	T IV	Hrs Total	Phase Total CES
1	Geotech (5, 5' and 4, 20')								
	Driller's Mobilization (Lump Sum)								\$10,153.00
	Traffic Control (Lump Sum)								\$6,737.50
	Project Coordination	2	3				3	8	\$1,458.24
	Field Investigation		2				16	18	\$2,414.72
	Lab Analysis						24	24	\$3,010.56
	Reporting	3	12				14	29	\$4,907.84
								79	\$28,681.86
2	Survey Topo Verification								
	Review City Lidar for survey use	2	4				16	22	\$3,292.80
	Review city data for design use	2	2			8		12	\$2,195.20
	Supplementary Field Topo	10	30	110				150	\$28,390.40
	One Call and coordination		1				9	10	\$1,332.80
	Determine Apparent ROW	2	8				20	30	\$4,609.92
	Drafting for Topo	2	20				150	172	\$23,363.20
	QA Review	3	8				16	27	\$4,343.36
								423	\$67,527.68
3	Survey Control and Traverse (previous PO)								
	Initial review/research	1	2				6	9	\$1,395.52
	Establish Control in field	1	2	16			8	27	\$4,544.32
	Office prep/calcs	1	2				17.52	20.52	\$2,840.32
	Set Monuments		1	20				21	\$3,826.24
	Field Traverse	1	2	30				33	\$6,076.48
	QA Review	3	3					6	\$1,317.12
	PO # 22304584								-\$20,000.00
								116.52	\$0.00
3.1	Survey Control and Traverse - Additional								
	Initial review/research							0	\$0.00
	Establish Control in field			2			2	4	\$613.12
	Office prep/calcs						2	2	\$250.88
	Set Monuments			2			2.75	4.75	\$707.20
	Field Traverse			40				40	\$7,244.80
	QA Review							0	\$0.00
								50.75	\$8,816.00
4	OPTIONAL - ROW Survey Mapping [Affected properties only]								
	Site Research and Coordination	2	2				4	8	\$1,379.84
	Title Research (Lump Sum by title company)								\$8,000.00
	Field work (locate corners)	2	2	16				20	\$3,776.00
	Draft ROW Maps	2	2				60	64	\$8,404.48
	City review/coordination	1	3				10	14	\$2,101.12
	QA Review	2	2				4	8	\$1,379.84
								114	\$25,047.28
5	Utility Coordination (instead of SUE)								
	Desktop review of city plans/data for coordination	1	2			10	12	25	\$3,794.56
	Coordinate with Utility Owners	1	4			10	12	27	\$4,202.24
	Onsite review with utility owners (1 review)		8			10	10	28	\$4,531.52
								80	\$12,528.32
6	Preliminary Design (30%)								
	Review COH Specs/standards	1	1		4	4		10	\$1,787.52
	Incorporate NMDOT specs, geotech, and survey info	1	1		4	4		10	\$1,787.52
	Conceptual Layout Alternatives	1	4		4	24	24	57	\$8,702.40
	Preliminary Pavement assessment/recommendations	4	4		4	12	12	36	\$5,927.04
	General Sheets	1	1		1	4	4	11	\$1,771.84
	Std Details	1	1		1	4	4	11	\$1,771.84
	Special Details	1	1		1	2	4	9	\$1,442.56
	Typical Sections	1	1		2	4	10	18	\$2,696.96
	SOQ and Schedules	2	1		2	8	16	29	\$4,343.36
	Preliminary Design Estimate	1	1		2	16	16	36	\$5,425.28
	PnP Sheets	1	1		2	16	20	40	\$5,927.04
	Driveway sections/profiles	1	1		2	16	20	40	\$5,927.04
	Turnout PnP's	1	1		2	8	32	44	\$6,115.20
	Intersection Layout/Grading	1	1		2	16	16	36	\$5,425.28
	SWPPP sheets	1	1		2	16	24	44	\$6,428.80
	Removal Sheets	1	1		2	8	20	32	\$4,609.92
	Drainage Structure Layout, section, and profiles	1	1		2	16	20	40	\$5,927.04
	Utility Improvement sheets	1	1		2	16	20	40	\$5,927.04
	Road Section Views	1	1		2	16	16	36	\$5,425.28
	Utility Section Views	1	1		2	16	16	36	\$5,425.28
	Traffic Signal Sheets	1	2		2	24		29	\$4,939.20
	QA Review	3	6		2	6	6	23	\$4,014.08
	Design Review Meetings		6		6	6	6	24	\$3,998.40
								691	\$105,745.92
	Total Man Hours	72	167	236	55	300	724.27	1554.27	
	Labor Rate	\$235.20	\$203.84	\$181.12	\$172.48	\$164.64	\$125.44		
	Unit Cost	\$16,934.40	\$34,041.28	\$42,744.32	\$9,486.40	\$49,392.00	\$90,852.16		
									CES
	Subtotal								\$248,341.06
	NMGR (6.5625%)								\$16,297.38
	Total Estimated Fee								\$264,638.44

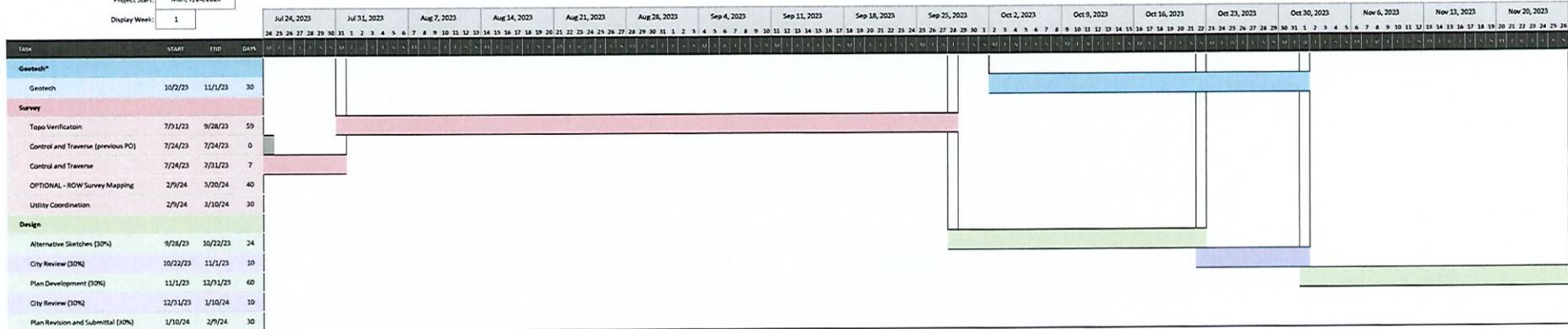
Notes: Total does not include ROW taxes
 Assumes no federal funding for design/construction

Grimes Street Improvements

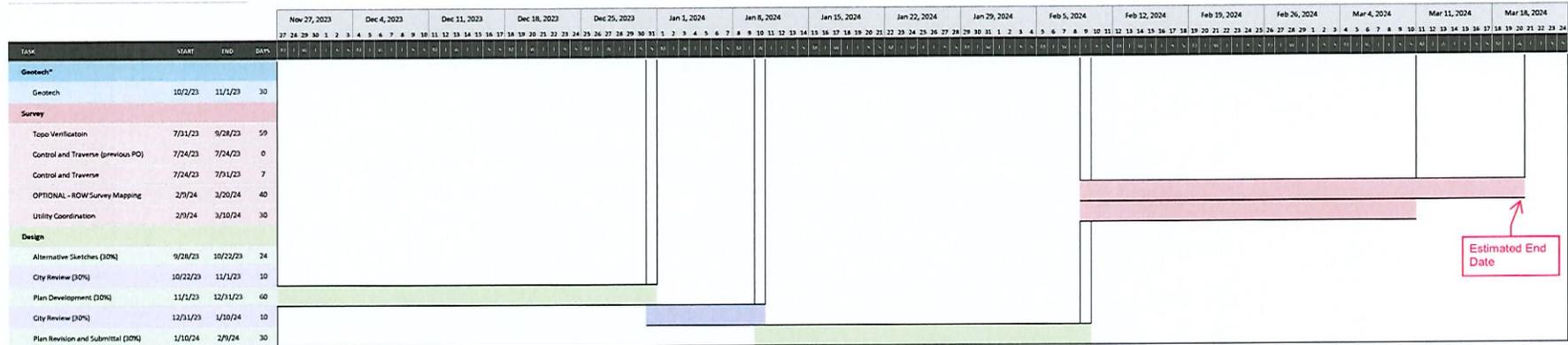
Pettigrew & Associates

Project Start: Mon, 7/24/2023

Display Week: 1



* subject to change pending traffic control availability



Estimated End Date

* subject to change pending traffic control availability



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 8, 2023

SUBJECT: ANNEXATION OF A PORTION OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST--FIRST READING OF ORDINANCE TO APPROVE THE KASSIS N. GRIMES ANNEXATION AND AUTHORIZE PUBLICATION OF ORDINANCE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2023
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Kassis N. Grimes Annexation is located within Section 16, Township 18 South, Range 38 East and contains +/- .806 acres. The annexation proposal was presented to the Planning Board at the July 18, 2023 meeting. After review the Planning Board recommended approval to the Commission with a 4-0 vote with 1 member abstaining. If the Commission authorizes publication of the attached Ordinance, final review and adoption of the Ordinance would occur in September.

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department
Digitally signed by Deborah Corral
Date: 2023.07.31 16:44:52 -06'00'

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

Attachments: Annexation Ordinance; Annexation Plat.

Legal Review:

Approved As To Form:
Valerie S. Chacon
City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the Publication of the Ordinance Consenting to the Kassis N. Grimes Annexation of A Portion of Section 16, Township 18 South, Range 38 East.

Approved For Submittal By:
Kevin Robinson
Department Director
City Manager

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE CONSENTING TO THE KASSIS N. GRIMES ANNEXATION BEING A PORTION OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property has petitioned the City of Hobbs to annex to the City an area in Section 16, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing +/- .086 acres; and

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

WHEREAS, the Planning Board conducted a Public Meeting on July 18, 2023 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote with 1 member abstaining; and

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

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

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

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

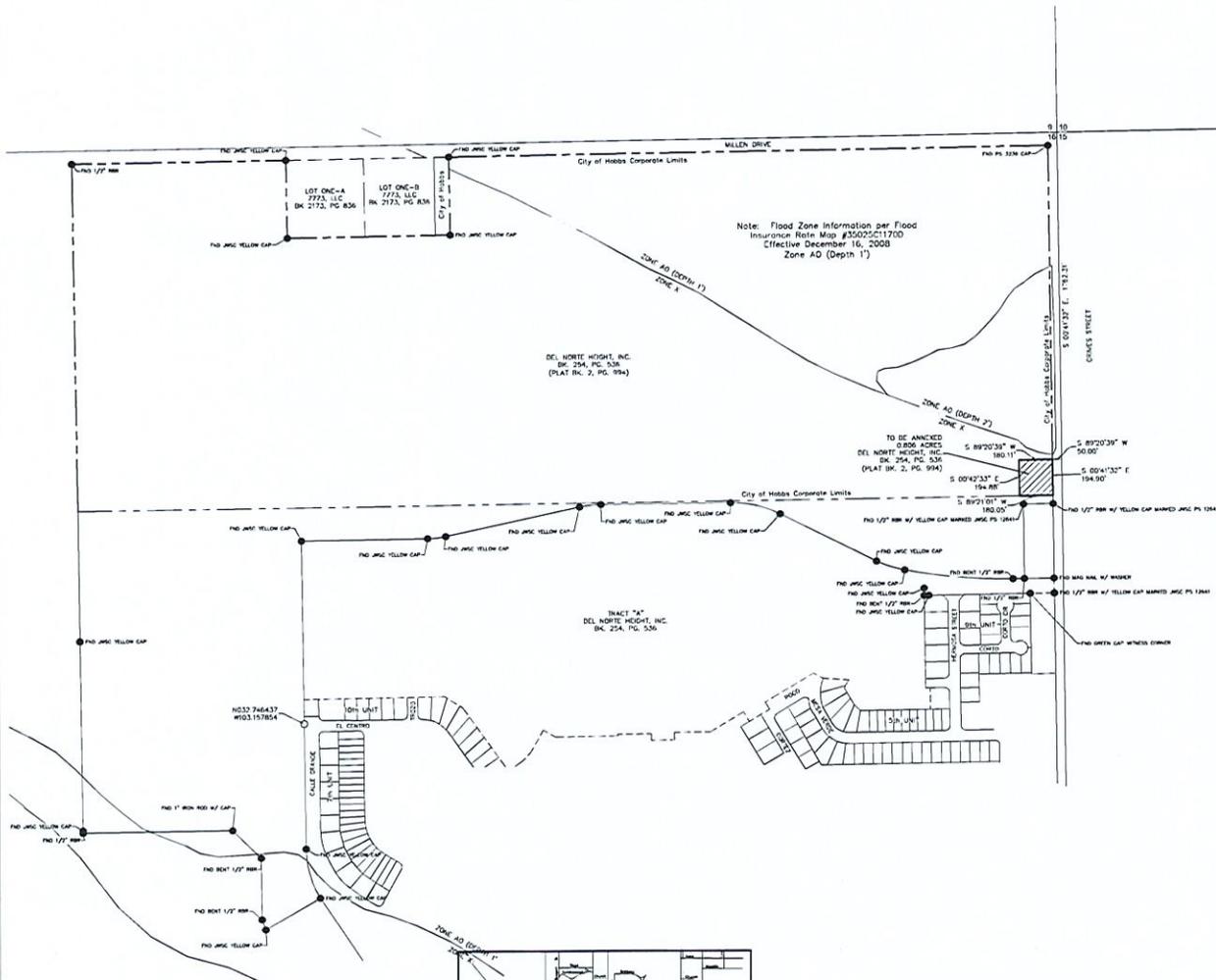
PASSED, ADOPTED AND APPROVED this ____ day of _____, 2023.

SAM D. COBB, Mayor

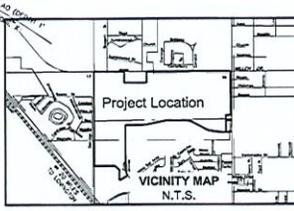
ATTEST:

JAN FLETCHER, City Clerk

DEL NORTE HEIGHTS ANNEXATION
 LOCATED IN THE N/2 OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST,
 N.M.P.M., CITY OF HOBBS, LEA COUNTY NEW MEXICO



BASIS OF BEARING
 BEARINGS SHOWN HEREON ARE FROM GIPSON'S OBSERVATIONS AND CONFORM TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM OF 1983. TRUE NORTH CAN BE OBTAINED BY APPLYING A CONVERGENCE ANGLE OF 00°38'35.35" AT A FOUND 1/2" REBAR BEING THE NORTHEAST CORNER OF TRACT "B", LOCATED AT N.640.307', E. 900.7260'. DISTANCES SHOWN HEREON ARE IN GROUND AND WERE OBTAINED BY APPLYING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.000136086 AT N.61.00', E. 6.95'.



**ANNEXATION OF A PORTION OF SECTION 16,
 TOWNSHIP 18 SOUTH, RANGE 38 EAST, LEA COUNTY, NEW MEXICO**

A TRACT OF LAND SITUATED IN THE NORTH HALF OF SECTION 16, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT WHICH LIES S.00°41'32"E. ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 190.31 FEET AND S.89°20'39"W. 80.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S.00°41'32"E. ALONG THE WEST RIGHT OF WAY OF GAINES STREET, A DISTANCE OF 194.90 FEET; THENCE S.89°21'01"W. 180.05 FEET; THENCE N.00°42'33"E. 194.90 FEET; THENCE N.89°20'39"E. 185.11 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.808 ACRES, MORE OR LESS.

OWNERS STATEMENT AND AFFIDAVIT
 STATE OF NEW MEXICO,
 COUNTY OF LEA,
 THE UNDERSIGNED FIRST DULY SWORN ON OATH, STATE, ON BEHALF OF THE OWNERS AND PROPRIETORS WE HAVE OF OUR OWN FREE WILL AND CONSENT CAUSED THIS PLAT WITH ITS TRACTS TO BE PLATTED. THE PROPERTY DESCRIBED ON THIS PLAT LIES WITHIN THE PLATING JURISDICTION OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

BY MADLINE MANN VOGEL, PRESIDENT/SECRETARY/TREASURER
 DEL NORTE HEIGHTS, INC.

ACKNOWLEDGMENT
 STATE OF NEW MEXICO,
 COUNTY OF LEA,
 ON THIS _____ DAY OF _____, 20____, BEFORE ME, MADLINE MANN TO MY KNOWLEDGE TO BE THE PERSONS DESCRIBED HEREIN WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.
 WITNESSES MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
 NOTARY PUBLIC: _____

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD
 THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THE _____ DAY OF _____, 20____ A.D. BY THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS IN THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III
 ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.
 BY WILLIAM M. HICKS, III

PUBLIC NOTARY
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF MUNICIPAL APPROVAL
 I, JAN FLETCHER, THE DULY APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING ANNEXATION PLAT, TO THE CITY OF HOBBS, WAS APPROVED BY THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION NO. _____ ON THE _____ DAY OF _____, 20____ A.D.

JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.
 BY JAN FLETCHER.

PUBLIC NOTARY
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY
 I, JEREMY BAKER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 28773, DO HEREBY CERTIFY THAT THIS ANNEXATION SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

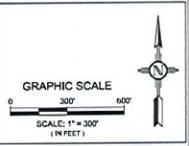
Jeremy Baker, N.M. P.S. 28773 Date _____



7021 N Wong Dr,
 Hobbs, NM 88242
 SquareRootServices.net
 575-231-7347

TYPE OF SURVEY:
ANNEXATION PLAT
 OF
 PROJECT NAME:
DEL NORTE HEIGHTS ANNEXATION
 FOR
 CLIENT:
PROPERTY MANAGEMENT PLUS

PROJECT NUMBER:
23091
 PROJECT SURVEYOR:
 Jeremy Baker, PS
 DRAWN BY:
 Kendall Coed



LEGEND

- FOUND MONUMENT AS NOTED
- SET 5/8 INCH REBAR W/ BLUE PLASTIC CAP MARKED "BANKER" W/ PRES/77 UNLESS OTHERWISE NOTED
- BOUNDARY LINE
- - - - - CORPORATE BOUNDARY
- - - - - SECTION LINE

INDEXING INFORMATION FOR COUNTY CLERK
 OWNER:
 Day Family Partnership, LTD
 LOCATION:
 SE1/4 of Section 20,
 Township 18 South, Range 38 East
 N.M.P.M., Lea County, New Mexico
 State of New Mexico, County of Lea, I, here by certify that this instrument was filed for record on _____, 20____.



SHEET: of 1
SU - 101



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 8, 2023

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH SOMBRA HOMES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 31, 2023
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Sombra Homes, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$20,000.00.

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department

Budget Available \$150,000.00
Total Expenditure Not to exceed \$20,000
Single Family Housing #010100-44901-170

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form:
Valerie S. Chacon
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson
Department Director
City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7387

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH SOMBRA HOMES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Sombra Homes, LLC concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2023.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 7th day of August 2023 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Sombra Homes, LLC, 1113 W. Canterbury St., Hobbs, NM 88242, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
 - i. \$5.00 per sq. ft. north of Sanger
 - ii. \$10.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$5,000.00 per single family unit
 - ii. \$2,500.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
 - 1. **Water** (\$12.50 / lf):
 - a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 2. **Sewer** (\$17.50 / lf):
 - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 3. **Street** (\$45/ lf):
 - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 - 4. **Sidewalk**:
 - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Twenty Thousand Dollars (\$20,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

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

2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. 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 the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Sombra Homes, LLC, 1113 W. Canterbury St., Hobbs, NM 88242 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney