

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

July 24, 2023



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, July 24, 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 10, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the July 17, 2023, Commission Joint Work Session with the Planning Board (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

3. Recognition of City Employees - Milestone Service Awards for the Month of July, 2023 (*Manny Gomez, City Manager*)
 - 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

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.)*

4. Resolution No. 7364 – Authorizing the Deletion and Removal of One Ricoh Copier Located at the Hobbs Fire Department from the City's Public Inventory *(Christa Belyeu, I. T. Director)*
5. 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 *(Doug McDaniel, Recreation Director)*
6. 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 *(Toby Spears, Finance Director; and Todd Randall, City Engineer)*
7. 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 *(Toby Spears, Finance Director)*
8. 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 *(Toby Spears, Finance Director; and Doug McDaniel, Recreation Director)*
9. 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 *(Doug McDaniel, Recreation Director)*
10. Resolution No. 7370 – Adopting Budgetary Adjustment #7 for FY 2022-2023 *(Deborah Corral, Assistant Finance Director)*
11. Resolution No. 7371 – Approving the FY 2023 Department of Finance and Administration (DFA) 4th Quarter Financial Report for Lodgers' Tax *(Toby Spears, Finance Director)*
12. Resolution No. 7372 - Approving the FY 2023 Department of Finance and Administration (DFA) 4th Quarter Financial Report *(Deborah Corral, Assistant Finance Director)*

DISCUSSION

None

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

13. Resolution No. 7373 – Adopting the FY 2023-2024 Final Budget (*Deborah Corral, Assistant Finance Director*)
14. **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 (*Valerie Chacon, Deputy City Attorney*)
15. Resolution No. 7374 – Authorizing a Professional Services Agreement with the Economic Development Corporation of Lea County for FY 23-24 (*Valerie Chacon, Deputy City Attorney*)
16. 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 (*Valerie Chacon, Deputy City Attorney*)
17. 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 (*August Fons, Police Chief*)
18. 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 (*Selena Estrada, Risk Manager*)
19. Resolution No. 7377 – Authorizing an Allocation of Lodgers' Tax Funds for Various Events for the First Quarter of FY 2024 (*Toby Spears, Finance Director*)
20. 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 (*Tim Woormer, Utilities Director*)
21. 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 (*Doug McDaniel, Recreation Director; and Angela Courter, Senior Affairs Coordinator*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

22. Next Meeting Date:

- City Commission Regular Meeting:
 - **Monday, August 7, 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: July 24, 2023

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 20, 2023
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on July 10, 2023
- City Commission joint work session with Planning Board held on July 17, 2023

Fiscal Impact:

N/A

Reviewed By: _____
Finance Department

Attachments:

Minutes as referenced under "Summary".

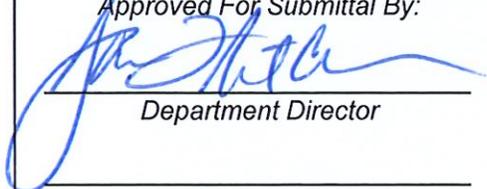
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 10, 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 Pro Tem Joseph D. Calderón 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 Pro Tem Joseph D. Calderón
Commissioner R. Finn Smith
Commissioner Christopher Mills
Commissioner Don Gerth
Commissioner Dwayne Penick

Absent: Mayor Sam D. Cobb
Commissioner Larron B. Fields

Also present: Manny Gomez, City Manager
Valerie Chacon, Deputy City Attorney
Barry Young, Fire Chief
Kevin Shearer, Fire Battalion Chief
Mark Doport, Deputy Fire Chief
Tony Alarcon, Fire Inspector
Shawn Williams, Fire Marshall
Adam Marinovich, Captain/Fire Inspector
Toby Spears, Finance Director
Nicki Lawless, Library Director
Bobby Arther, Municipal Judge
Shannon Arguello, Court Administrator
Shelia Baker, General Services Director
Marina Barrientes, Code Enforcement Captain
Jessica Silva, Code Enforcement Superintendent
Lou Maldonado, Parks Superintendent
Bryan Wagner, Parks and Open Spaces Director
Doug McDaniel, Recreation Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Selena Estrada, Risk Management Director
Matt Hughes, Rockwind Golf Course Superintendent
Christa Belyeu, I.T. Director
Meghan Mooney, Communications Director
Jan Fletcher, City Clerk
Mollie Maldonado, Deputy City Clerk
Rose Galavez, Assistant Deputy City Clerk
Cinthia Morales, Clerk Record Specialist
14 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Penick moved the minutes of the regular meeting of June 20, 2023, be approved as written. Commissioner Smith seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Calderón yes, Gerth yes. The motion carried.

Proclamations and Awards of Merit

None

Public Comments

Mr. Terrell Wright reviewed highlights of a Basketball Camp scheduled to be at the CORE on July 22, 2023.

Ms. Diana Garcia, Ms. Yvonne Calvillo and Mr. Domingo Lopez expressed concerns to the Commission regarding the murder of their family member, Eric Lopez, that occurred in 2021.

Ms. Dorothy Rall inquired about accountability of the Hobbs Police Department officers regarding the Bishop Henderson case.

Ms. Wanda Bell provided several photos of the deteriorated conditions of the Hobbs Apartments and stated she has called the current owner many times but has not gotten a response. She pleaded for the Commission to help the many families that are forced to live there because of their financial position.

Consent Agenda

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

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

Resolution No. 7359 – Authorizing the Removal of Accounts Receivable for Water, Garbage and Sewer Services Determined to be Uncollectable for the Period of July 1, 2018, through June 30, 2019, in the Amount of \$25,157.47

Resolution No. 7360 – Approving an Infrastructure Extension Development Agreement with Fernando Salazar Concerning the Extension of Public Infrastructures in an Amount Not to Exceed \$25,000.00

Resolution No. 7361 – Approving a Development Agreement with Corrales Construction, LLC, Concerning the Development of Market Rate Single-Family Housing in the Amount of \$25,000.00

Commissioner Mills seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Calderón yes, Gerth 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. 7362 – Approving a Development Agreement with ALJO, LLC, Concerning the Development of Market Rate Single-Family Housing in the Amount of \$100,000.00

Mr. Kevin Robinson, Development Director, explained the resolution and stated it is compliant with Resolution No. 7063 adopted on June 21, 2021, which is the policy incentivizing single family home production and the reimbursement to infrastructure that support such housing. Mr. Robinson stated this is ALJO's ninth development agreement, with the previous development agreements producing 154 units within our community. He provided a map showing the lots and previous development area.

There being no discussion, Commissioner Mills moved that Resolution No. 7362 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Gerth yes, Calderón 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 \$1,762,590.00 for a Five-Year Contract, Billed at a Rate of \$352,518.00 Annually

Mayor Pro Tem Calderón stated this item will not be heard tonight and it should be removed from the agenda.

Commissioner Penick moved that this item be removed from consideration on the agenda. Commissioner Smith seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Gerth yes, Calderón yes. The motion carried.

Resolution No. 7363 – Approving an Agreement Between the City of Hobbs and Life Skills For Youth of Southeastern New Mexico for the First Tee Program at Rockwind Community Links

Mr. Doug McDaniel, Recreation Director explained the resolution and stated one of the missions at Rockwind Community Links is to grow the game of golf by offering various junior golf programs. He stated the City of Hobbs has entered two prior professional services agreements with First Tee and is proposing a third agreement with a term of one year and three additional one-year renewal options to continue to fund the First Tee Program at Rockwind.

Mr. McDaniel stated the relationship with Rockwind Community Links and First Tee has led to the success of the high school golf programs and college scholarships for golfers. The proposed request is to fund the First Tee program at the Rockwind Community Links in the amount of \$109,560.00.

Commissioner Gerth commented the number of kids participating in this program is amazing.

There being no further discussion, Commissioner Mills moved that Resolution No. 7363 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Gerth yes, Calderón 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 stated Ms. Meghan Mooney, Communications Director, will give a quick presentation regarding a new TextMyGov program she is considering to better communicate with constituents.

Ms. Mooney explained TextMyGov is a service the City is looking to launching very soon. She stated it will take a few weeks to gather the information to be able to direct citizen requests to the appropriate departments. It will be a simple process for citizens, saved as a contact on their phones, to the City of Hobbs where they can report pot holes, weeds, trash or animals running at large. Citizens will receive responses which either satisfy their request or connect them with a specific department which will respond to the request.

Mayor Pro Tem Calderón expressed approval of the program because he feels the Commissioners are not always able to speak with citizens regarding their concerns. He stated this would be a great way for citizens to get the responses they need.

Commissioner Smith questioned if he could be notified through his email when someone in his district is impacted. Ms. Mooney stated he would be notified. In addition, she stated she could provide business cards to the Commissioners with the necessary information so citizens would know how firsthand how to report future issues on TextMyGov.

Commissioner Mills commented on the photographs of the Hobbs Apartments and how the apartments were in very good condition in 1985. He stated he feels they have not likely been remodeled since then. He expressed concerns over the many reports of the conditions at the apartments and said something may have to be done about it in the very near future. Commissioner Mills stated it would be a very hard decision that would need to be made.

Commissioner Mills also commented he has received many complaints about the lack of service by Waste Management. He stated the City needs to hold them accountable for the work they are contracted to perform.

Commissioner Penick agreed with Commissioner Mills on the conditions at the Hobbs Apartments. He stated he will make it his personal mission to go view the apartments and get a response to the concerns.

There being no further business or comments, Commissioner Penick moved that the meeting adjourn. Commissioner Mills seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Gerth yes, Calderón yes. The motion carried. The meeting adjourned at 6:40 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the joint work session of the Hobbs City Commission and Hobbs Planning Board held on Monday, July 17, 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.

Mayor Cobb called the work session to order at 4:00 p.m. and welcomed everyone to the meeting. The City Clerk called the roll and the following answered present:

City Commission

Mayor Sam D. Cobb
Commissioner R. Finn Smith
Commissioner Christopher Mills
Commissioner Larron B. Fields (*absent*)
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Planning Board

Chairman Tres Hicks
Vice Chairman Guy Kesner
Bill Ramirez
Ben Donahue
Brett Drennan
Larry Sanderson
Brett Clay (*absent*)

Also present were:

Manny Gomez, City Manager
Todd Randall, City Engineer
Valerie Chacon, Deputy City Attorney
Jan Fletcher, City Clerk
Rose Galavez, Assistant Deputy City Clerk

Mr. Todd Randall, City Engineer, provided a brief explanation of the FY 2025-2029 Infrastructure Capital Improvement Plan (ICIP). He presented a PowerPoint presentation outlining the top 10 project recommendations for the ICIP.

Mr. Randall reviewed the timeline and stated the City is on a short schedule to get the ICIP approved and uploaded onto the portal of the New Mexico Department of Finance and Administration, Local Government Division. He stated it is important for the Planning Board to hear direction and recommendations from the City Commission before its next meeting on July 18, 2023, at 10:00 a.m. and final adoption by the City Commission on August 7, 2023.

Mr. Randall provided a brief synopsis and review of the FY 24 Capital Outlay Grant Awards. He stated the City was successful with \$4.5 million in funded capital outlay under HB505 which included \$2 million for the Joe Harvey Sewer Line Project, \$1 million for Roof/HVAC Construction at the Hobbs Police Department and Municipal

Court, and \$1.5 million for Public Safety Vehicles. Mr. Randall stated Junior Bill funding of \$750,000 was awarded to the City under SB192 for the following: \$400,000 for Ambulances; \$125,000 for Equipment or Services Supporting Low-Income Housing; \$75,000 for Hobbs Youth Mentoring Services; \$75,000 for Hobbs Homeless Housing; and \$75,000 for Hobbs Senior Center Programming, Operations or Equipment.

Mr. Randall briefly described the top 10 projects identified for consideration by the Planning Board as follows:

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

Project #1: Street Improvements

Mr. Randall stated a street assessment has been completed which identifies roadway conditions and recommendations for 227 miles of paved streets such as chip seal, full reconstruction, overlay or surface treatment. The assessment reflects that \$20-30 million is needed over the next five years to improve the roadway conditions. He stated Ms. Sheila Baker, General Services Director, is available to answer specific questions about street improvements.

Project #2: Drainage Master Plan

Mr. Randall briefly explained the Drainage Master Plan with aerial lidar and contour completed in 2018 and mobile lidar completed in 2019.

Project #3: Comprehensive/Strategic Plan

With regard to the Comprehensive/Strategic Plan, Mr. Randall stated the last plan was completed in 2004 and amended in 2007 but it did not project the exponential growth for 2020.

Project #4: Fiber Network System

A brief discussion was regarding the Citywide Fiber Network Project which is 90% complete with design and includes fiber services to Lea County facilities. Mr. Randall stated one of the goals is to eliminate leased fiber which will help with recurring costs and allow the City the ability to incur several different networks.

Project #5: Fire/Police Training Facility

Mr. Randall explained the plan, design and construction for the Fire Training Facility for use by the City of Hobbs, regional firefighters, Police Department and firing range. He further explained the City has acquired the National Guard Armory facility for possible use for this project.

Project #6: Joe Harvey Improvements

Mr. Randall explained the Joe Harvey improvements such as signalized intersection improvements, upgrades to Joe Harvey and Central, and median improvements to address safety and maintenance concerns.

Project #7: Water Well Program

Mr. Randall continued by explaining the Water Well Program and stated the current plan includes \$500,000 annually for a new water well every one to two years.

Project #8: College Lane Realignment

Mr. Randall stated the design continues for the College Lane Realignment and Widening Project. He stated Lea County has budgeted \$12 million this year for their portion of the project.

Project #9: Municipal Facility Security Renovations

Mr. Randall explained the Municipal Facility Security improvements for City Hall, City Hall Annex, Motor Vehicle Department and for Police Department.

Project #10: Gateway Corridor Beautification

Mr. Randall stated approximately \$600,000 is being generated annually for Gateway Corridor Beautification. He stated the City Commission dedicated a portion of the electric franchise fee revenue to right-of-way improvements, clean ups and maintenance.

Commissioner Gerth inquired about Project #11, Railroad Crossing Upgrades and New Crossings. A lengthy discussion was held on the upgrades at several railroad crossings.

Commissioner Penick inquired about Project #13, the West Bender Widening Project, and whether there is already a design finalized for the project. Mr. Randall advised the design is still 12-15 months for completion of a full design.

Commissioner Mills commented that the community really complains about chip seal street improvements. Mr. Randall gave a lengthy explanation on the process. Mayor Cobb commented the City may wish to find a contractor who will invest in the necessary equipment to keep the streets maintained on a more frequent basis than dealing with the schedule of out-of-town contractors. Commissioners Penick, Gerth and Mills agreed with Mayor Cobb that this could help keep the costs lower.

Commissioner Mills commented Lea County is building a Training Facility and questioned if the City of Hobbs should combine with Lea County rather than duplicating services.

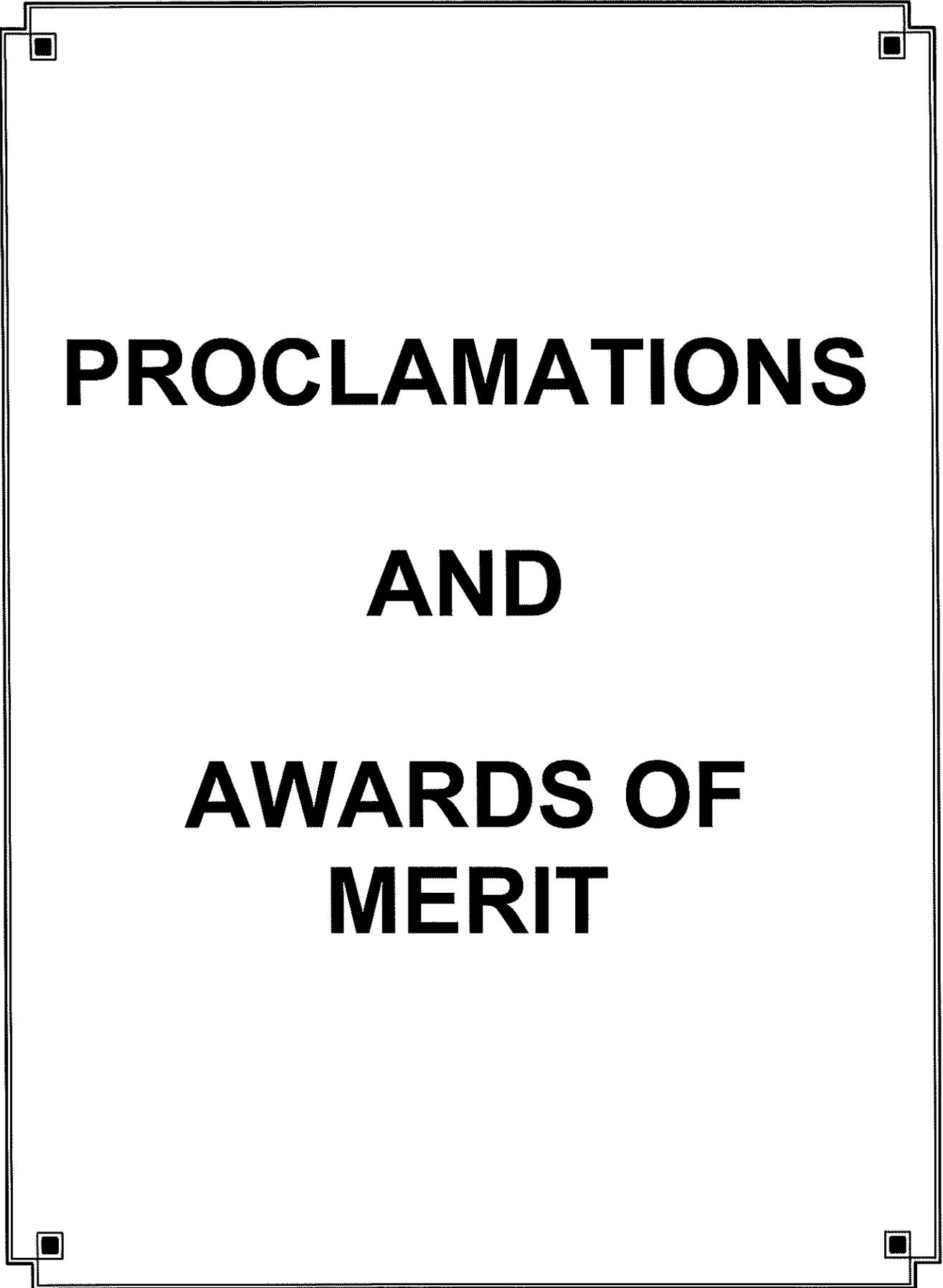
Mr. Randall encouraged the Commissioners to attend the Planning Board meeting on Tuesday, July 18, 2023, to hear further discussion about the projects. He again stated the Commission would be considering a vote on the ICIP projects at its regular meeting on August 7, 2023.

There being no further discussion, Mayor Cobb adjourned the meeting at 4:50 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

July Milestones 2023

5 years

Valerie Chacon	Deputy City Attorney	07/30/2018
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10 years

Matthew Olenik	Police Officer	07/31/2013
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Jonathan Grandi	EMT Specialist Intmd	07/10/2013
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15 years

Jonathan Bilano	Fire Captain	07/21/2008
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Mildred English	Detention Officer	07/28/2008
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CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: Copier Disposal
DEPT. OF ORIGIN: Information Technology Department
DATE SUBMITTED: July 11, 2023
SUBMITTED BY: Christa Belyeu, IT Director

Summary:

The IT Department is requesting to delete from its public inventory and dispose of one (1) Ricoh copier, located in the Fire Department. This copier is no longer functional and will be destroyed and deleted from fixed assets. Audie's will pick up and destroy.

Fiscal Impact:

Reviewed By: _____
Finance Department

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=Finance
email=vschacon@hobbsnm.org, c=US
Date: 2023.07.19 12:23:11 -0600

Delete and destroy Ricoh Aficio MP5055SP
SN C336RB00566
Acquired 5/17/2017
Cost \$5,838.41
Accumulated depreciation \$5,838.41
Book Value \$0

Attachments:

Resolution
7135 Capital Asset Worksheet.pdf

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=Finance
email=vschacon@hobbsnm.org, c=US
Date: 2023.07.19 12:23:11 -0600

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Christa Belyeu
Digitally signed by Christa Belyeu
DN: cn=Christa Belyeu, ou=City of Hobbs,
c=US
Date: 2023.07.19 09:45:46-0600

Department Director

City Manager

CITY CLERKS USE ONLY COMMISSION ACTION TAKEN

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

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

Denied

CITY OF HOBBS

RESOLUTION NO. 7364

A RESOLUTION RELATING TO THE DELETION AND REMOVAL
OF A RICOH COPIER FROM THE CITY'S PUBLIC INVENTORY

WHEREAS, the City of Hobbs desires to delete from its public inventory and dispose of one (1) Ricoh Copier, Serial Number C336RB00566, currently on the City of Hobbs Information Technology Department inventory; and

WHEREAS, the Ricoh Copier is no longer functional and will be picked up and destroyed by Audie's Copiers; and

WHEREAS, the value of the Ricoh Copier purchased on May 17, 2017, was \$5,838.41, with current accumulated depreciation of \$5,838.41 making the book value \$0; and

WHEREAS, the City of Hobbs Information Technology Department will perform data security, will remove and physically destroy all hard drives.

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; and
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 destroyed.

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

PASSED, ADOPTED, AND APPROVED this 24TH day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

7135 CAPITAL ASSET WORKSHEET

ASSET # 7135		MASTER ASSET		DESCRIPTION	RICOH MP5055SP STATION 1 COPIER		
CLASS	EQ	EQUIPMENT	FUND SOURCE	MAINT CONT	Y	INSURED	N
SUBCL	607	PRINTERS AND CO	ACQUIS METH	VENDOR DESC	Vendor Name Mi	CARRIER	
COMMODITY				TYPE	G	INSURED VAL	0.00
DEPT	0145	COMPUTER OPERAT	ACQUIS DATE	EXPIRE DATE		EXPIRE DATE	
LOC CODE	0220	FIRE/AMBULANCE	ACQUIS COST	ANNUAL COST	0.00	POLICY CST	0.00
LOC MEMO			ACRES	MEMO		MEMO	
ROOM	FS1		QTY				
STORAGE LOC			1				
			UNIT PRICE				
			5,838.41				
			PURCH MEMO				
STATUS	A	ACTIVE		DEPRECIATE	Y		
CONDITION			SOY BOOK	DEPREC PRIN		5,838.41	
CUSTODIAN	FIXED ASSET	CUSTODIAN	CURRENT BOOK	FIRST YR/PR	2017/10		LAST YR/PR 2022/09
TITLEHOLDER			EST SALVAGE	EST LIFE	5		
			REPL COST	PERIODS TAKEN	60		
TAG #			LAST INVENT	ACCUM DEPREC	5,838.41		
SERIAL #	C336RB00566		08/22/2017				
MANUFACTURER			IMPROVE MEMO				
MODEL	MP-5055SP						
MODEL YEAR			RETIRE DATE				
LICENSE #			DISP CODE				
			DISP PRICE				
			0.00				
			SALE PRICE				
			0.00				
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT		
16379	21703695	183376	1070162108	05/24/2017	5,838.41		

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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7135 CAPITAL ASSET WORKSHEET

** END OF REPORT - Generated by CHRISTA BELYEU **



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: Ice Machine Disposal
DEPT. OF ORIGIN: Recreation/Rockwind Community Links Clubhouse
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

The Recreation Department is requesting to delete from its public inventory and dispose of one (1) Food Service Warehouse ice machine, located at the Rockwind Community Links Golf Course Clubhouse (Fund 18-4316). The ice machine is inoperable and is no longer functional. It will be removed from the premises and deleted from the Rockwind Community Links Clubhouse's fixed assets.

Fiscal Impact:

Reviewed By: 
Finance Department

Delete and destroy Food Service Warehouse (FSW) Ice Machine

SN 15071280013335

Acquired 08/13/2015

Cost \$5,284.97

Accumulated depreciation \$5,284.97

Book Value \$0

Attachments:

Resolution, 7024 Capital Asset Worksheet

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:


Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7365

A RESOLUTION RELATING TO THE DELETION AND REMOVAL
OF A FOOD SERVICE WAREHOUSE (FSW) ICE MACHINE FROM THE CITY'S
PUBLIC INVENTORY

WHEREAS, the City of Hobbs desires to delete from its public inventory and dispose of one (1) FSW Ice Machine, Serial Number 15071280013335, currently on the City of Hobbs Recreation Department inventory; and

WHEREAS, the FSW Ice Machine is no longer functional and will be removed from the Clubhouse and removed from the Clubhouse's fixed asset list; and

WHEREAS, the value of the FSW Ice Machine purchased on August 13, 2015, was \$5,284.97, with current accumulated depreciation of \$5,284.97, making the book value \$0; and

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; and
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 destroyed.

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

PASSED, ADOPTED, AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CAPITAL ASSET WORKSHEET

ASSET # 7024			MASTER ASSET		DESCRIPTION	ICE MACHINE AT ROCKWIND	
CLASS	EQ	EQUIPMENT	FUND SOURCE		MAINT CONT	Y	INSURED
SUBCL	609	OFFICE EQUIP, M	ACQUIS METH		VENDOR DESC	Vendor Name Mi	CARRIER
COMMODITY					TYPE	G	INSURED VAL
DEPT	4316	GOLF CLUBHOUSE	ACQUIS DATE	08/13/2015	EXPIRE DATE		EXPIRE DATE
LOC CODE	4316	GOLF CLUBHOUSE	ACQUIS COST	5,284.97	ANNUAL COST	0.00	POLICY CST
LOC MEMO			ACRES		MEMO		MEMO
ROOM	GOLF		QTY	1			
STORAGE LOC			UNIT PRICE	5,284.97			
			PURCH MEMO				
STATUS	A	ACTIVE			DEPRECIATE	Y	
CONDITION			SOY BOOK	0.00	DEPREC PRIN	5,284.97	
CUSTODIAN	FIXED ASSET	CUSTODIAN	CURRENT BOOK	0.00	FIRST YR/PR	2016/02	LAST YR/PR
TITLEHOLDER			EST SALVAGE	0.00	EST LIFE	5	2021/01
			REPL COST	5,284.97	PERIODS TAKEN	60	
TAG #			LAST INVENT	09/20/2016	ACCUM DEPREC	5,284.97	
SERIAL #	15071280013335		IMPROVE MEMO				
MANUFACTURER	FOOD	NOT FOUND					
MODEL	B100PSB		RETIRE DATE				
MODEL YEAR			DISP CODE				
LICENSE #			DISP PRICE	0.00			
			SALE PRICE	0.00			
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT		
15625	21600827	142912	1182999-INV1	08/13/2015	5,284.97		

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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CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: RESOLUTION AUTHORIZING A CONTRACT FOR SB192 LEGISLATIVE APPROPRIATION TO HABITAT FOR HUMANITY FOR SUPPORTIVE HOUSING IN THE CITY OF HOBBS

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Toby Spears, CPA, CFE - Finance Director and Todd Randall, City Engineer

Summary: The City of Hobbs received a Senate Bill 192 Appropriation (through Department of Finance and Administration) in the amount of \$125,000 for the purchase of equipment or service supporting low-income housing in Hobbs, New Mexico. These funds will pass through to Habitat for Humanity based on the terms of the contract (enclosed). The term of the legislative appropriation is July 1, 2023, through June 30, 2024.

Fiscal Impact: Reviewed By: Finance Department
The legislative revenue appropriation will need a budgetary adjustment in the amount of \$125,000 and the offsetting \$125,000 expense to Habitat for Humanity.

Attachments: Certification of SB192 Appropriation; SB192 Request for Reimbursement Form (Exhibit A); SB192 Final Report Form (Exhibit B); Professional Services Agreement with Habitat for Humanity; Resolution

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

Recommendation: To be determined by the City Commission.

Approved For Submittal By: TODD RANDALL 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. 7366

RESOLUTION AUTHORIZING A CONTRACT FOR SB192 LEGISLATIVE
APPROPRIATION TO HABITAT FOR HUMANITY FOR SUPPORTIVE
HOUSING IN THE CITY OF HOBBS

WHEREAS, the Department of Health through SB192 legislative appropriation desires to provide funding to the City of Hobbs for the purchase of equipment or service supporting low-income housing in Hobbs, New Mexico to be provided through Habitat for Humanity; and

WHEREAS, the City desires to enter into an Agreement with Habitat for Humanity to provide the legislative appropriation authorized through SB192 as a "pass through" appropriation only; and

WHEREAS, the City shall pay Habitat for Humanity all amounts of funding it receives from the Department of Finance and Administration via the SB192 legislative appropriation; and

WHEREAS, Habitat for Humanity will execute the Professional Services Agreement thereby obligating itself to all terms and conditions as set forth in the SB192 legislative appropriation requirements, of any kind, instituted by the New Mexico Department of Finance and Administration; and

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 the attached Professional Services Agreement with Habitat for Humanity as well as all required and necessary documents with the New Mexico

Department of Finance and Administration.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 24th day of July, 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 Habitat for Humanity, an independent contractor with a business address of 301 E. Navajo Dr, 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

Contractor will provide a service by purchasing equipment and services supporting low-income housing in Hobbs, New Mexico. Contractor will be required to comply with all requirements in any way associated with Appropriation Number ZG9231 from the New Mexico Department of Finance and Administration as attached hereto and incorporated herein via Exhibit 1. Funds remitted by the City of Hobbs under this Agreement will be on a "pass through" basis as received from the Department of Finance and Administration.

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 \$ 125,000.00 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 Department, 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 \$ 125,000.00. 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 \$ N/A 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: Toby Spears, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 301 E. Navajo Dr, 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) 397-9239; and
Contacting City via e-mail at tspears@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.: _____

Contractor Contact Info: Richard Sanchez 575-390-5475 director@hobbshabitat.org
--

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

REIMBURSING AGENCY: Department of Finance and Administration
Business Unit: 341

APPROPRIATION RECIPIENT: CITY OF HOBBS
APPROPRIATION NUMBER: 23-ZH9231
APPROPRIATION AMOUNT: \$125,000.00
REVERSION DATE: June 30, 2024

APPROPRIATION LANGUAGE

ONE HUNDRED TWENTY-FIVE THOUSAND (\$125,000.00) for Hobbs to purchase equipment or services supporting low-income housing. Funds unexpended by June 30, 2024, will be reverted to the State of New Mexico's general fund.

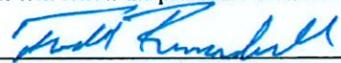
APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that CITY OF HOBBS

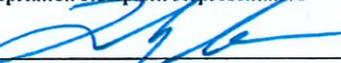
1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.



Appropriation Recipient Representative

7/14/23

Date



Appropriation Recipient CFO

7-14-23.

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH9231 in the amount of \$125,000.00.

Wesley Billingsley
Director, Local Government Division

Date

STATE OF NEW MEXICO
SB192 Junior Appropriation
Request for Payment Form
Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: \$ 0.00
 F. Reversion Amount (If Applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. GF
 I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

 Grantee Fiscal Officer
 or Fiscal Agent (if applicable)

 Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24th, 2023

SUBJECT: RESOLUTION AUTHORIZING A CONTRACT FOR SB192 LEGISLATIVE APPROPRIATION TO THE GUIDANCE CENTER OF LEA COUNTY FOR PROJECTS, PROGRAMS AND GUIDANCE SERVICES FOR HOMELESS PERSONS IN HOBBS, NEW MEXICO

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Toby Spears, CPA, CFE - Finance Director

The City of Hobbs received a Senate Bill 192 Appropriation in the amount of \$75,000 to combat City of Hobbs homelessness through the use of projects, programs and guidance services. These funds will pass through to the Guidance Center of Lea County based on the terms of the contract. (see attached) The term of the legislative appropriation is July 1, 2023 thru June 30, 2024.

Fiscal Impact:

Reviewed By: 
Finance Department

The legislative revenue appropriation is budgeted as pass thru funds in the amount of \$75,000. A revenue recognition and offsetting expenditure within the legislative appropriation special revenue fund.

Attachments:

- Certification of SB192 Appropriation
- SB192 Request Reimbursement Form (Exhibit A)
- SB192 Final Report Form (Exhibit B)
- Contract with the Guidance Center of Lea County
- Resolution

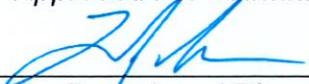
Legal Review:

Approved As To Form: 
Valerie S. Chacon
City Attorney

Recommendation:

To be determined by City Commission.

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. 7367

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GUIDANCE CENTER OF LEA COUNTY AND THE DEPARTMENT OF FINANCE AND ADMINISTRATION SB192 LEGISLATIVE APPROPRIATION

WHEREAS, the Department of Finance and Administration SB192 legislative appropriation desires to provide funding to the City of Hobbs for projects, programs and guidance services to be provided through the Guidance Center of Lea County; and

WHEREAS, the City desires to enter into an Agreement with the Department of Finance and Administration SB192 legislative appropriation and said services shall be provided through the Guidance Center of Lea County; and

WHEREAS, the City shall pay the Guidance Center of Lea County the amount of funding it receives from the Department of Finance and Administration SB192 legislative appropriation ; and

WHEREAS, Guidance Center of Lea County will execute a Professional Services Agreement obligating itself to all the terms and conditions as set forth in the Agreement between the Department of Finance and Administration SB192 legislative appropriation and the City.

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 the attached Agreement with the Guidance Center of Lea County and the Department of Finance and Administration SB192 legislative appropriation.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 1 day of July, 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 the Guidance Center of Lea County, an independent contractor with a business address of 920 W. Broadway, 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

Contractor will provide a service for supportive housing to the homeless population in Hobbs, New Mexico. Contractor will be required to comply with all requirements in any way associated with Appropriation Number ZH9232 from the New Mexico Department of Finance and Administration as attached hereto and incorporated herein via Exhibit 1. Funds remitted by the City of Hobbs under this Agreement will be on a "pass through" basis as received from the Department of Finance and Administration.

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 \$ 75,000.00 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 Department, 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 \$ 75,000.00. 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 \$ N/A 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: Toby Spears _____, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at _____ 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) 397-9239; and
Contacting City via e-mail at tspears@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.: _____

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

REIMBURSING AGENCY: Department of Finance and Administration
Business Unit: 341

APPROPRIATION RECIPIENT: CITY OF HOBBS
APPROPRIATION NUMBER: 23-ZH9232
APPROPRIATION AMOUNT: \$75,000.00
REVERSION DATE: June 30, 2024

APPROPRIATION LANGUAGE

SEVENTY-FIVE THOUSAND (\$75,000.00) to contract for supportive housing to the homeless population in Hobbs. Funds unexpended by June 30, 2024, will be reverted to the State of New Mexico's general fund.

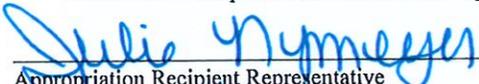
APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

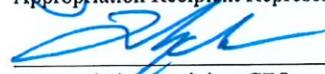
CERTIFICATION

I hereby certify that CITY OF HOBBS

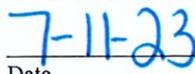
1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.



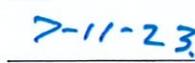
Appropriation Recipient Representative



Appropriation Recipient CFO



Date



Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH9232 in the amount of \$75,000.00.

Wesley Billingsley
Director, Local Government Division

Date

STATE OF NEW MEXICO
 SB192 Junior Appropriation
 Request for Payment Form
 Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: \$ 0.00
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: \$ 0.00
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H. GF
- I. Final Request for Payment (if Applicable)

- III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

 Grantee Fiscal Officer
 or Fiscal Agent (if applicable)

 Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer

 Date

 Division Project Manager

 Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: RESOLUTION AUTHORIZING A CONTRACT FOR SB192 LEGISLATIVE APPROPRIATION TO THE BOYS AND GIRLS CLUB OF HOBBS FOR YOUTH MENTORING SERVICES IN THE CITY OF HOBBS

DEPT. OF ORIGIN: Finance and Recreation Department
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Toby Spears, CPA, CFE - Finance Director and Doug McDaniel- Recreational Director

Summary: The City of Hobbs received a Senate Bill 192 Appropriation (through Department of Finance and Administration) in the amount of \$75,000 for youth mentoring services in Hobbs, New Mexico. These funds will pass through to the Boys and Girls Club of Hobbs based on the terms of the contract (enclosed). The term of the legislative appropriation is July 1, 2023, through June 30, 2024.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The legislative revenue appropriation is budgeted as pass thru funds in the amount of \$75,000. A revenue recognition and offsetting expenditure within the legislative appropriation special revenue fund.

Attachments:

Certification of SB192 Appropriation; SB192 Request for Reimbursement Form (Exhibit A); SB192 Final Report Form (Exhibit B); Professional Services Agreement with the Boys and Girls Club of Hobbs; Resolution

Legal Review:

Approved As To Form: Valerie S. Chacon City Attorney

Recommendation:

To be determined by the City Commission.

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. 7368

RESOLUTION AUTHORIZING A CONTRACT FOR SB192
LEGISLATIVE APPROPRIATION TO THE BOYS AND GIRLS CLUB OF
HOBBS FOR YOUTH MENTORING SERVICES

WHEREAS, the Department of Health through SB192 legislative appropriation desires to provide funding to the City of Hobbs for youth mentoring services in Hobbs, New Mexico to be provided through the Boys and Girls Club of Hobbs; and

WHEREAS, the City desires to enter into an Agreement with the Boys and Girls Club of Hobbs to provide the legislative appropriation authorized through SB192 as a "pass through" appropriation only; and

WHEREAS, the City shall pay the Boys and Girls Club of Hobbs all amounts of funding it receives from the Department of Finance and Administration via the SB192 legislative appropriation; and

WHEREAS, the Boys and Girls Club of Hobbs will execute the Professional Services Agreement thereby obligating itself to all terms and conditions as set forth in the SB192 legislative appropriation requirements, of any kind, instituted by the New Mexico Department of Finance and Administration; and

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 the attached Professional Services Agreement with the Boys and Girls Club of Hobbs as well as all required and necessary documents with the New Mexico Department of Finance and Administration.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 1 day of July, 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 The Boys and Girls Club of Hobbs, an independent contractor with a business address of 301 E Broadway St, 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

Contractor will provide youth mentoring services in Hobbs, New Mexico. Contractor will be required to comply with all requirements in any way associated with Appropriation Number ZG9233 from the New Mexico Department of Finance and Administration as attached hereto and incorporated herein via Exhibit 1. Funds remitted by the City of Hobbs under this Agreement will be on a "pass through" basis as received from the Department of Finance and Administration.

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 \$ 75,000.00 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 Department, 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 \$ 75,000.00. 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 \$ N/A 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: Toby Spears, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at _____ 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) 397-9239 _____; and
Contacting City via e-mail at tspears@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.: _____

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

REIMBURSING AGENCY: Department of Finance and Administration
Business Unit: 341

APPROPRIATION RECIPIENT: CITY OF HOBBS
APPROPRIATION NUMBER: 23-ZH9233
APPROPRIATION AMOUNT: \$75,000.00
REVERSION DATE: June 30, 2024

APPROPRIATION LANGUAGE

SEVENTY-FIVE THOUSAND (\$75,000.00) for youth mentoring services in Hobbs. Funds unexpended by June 30, 2024, will be reverted to the State of New Mexico's general fund.

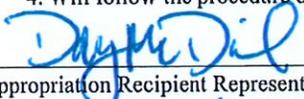
APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

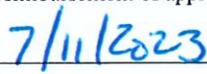
CERTIFICATION

I hereby certify that CITY OF HOBBS

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.



Appropriation Recipient Representative



Date



Appropriation Recipient CFO



Date

APPROVAL

In in accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH9233 in the amount of \$75,000.00.

Wesley Billingsley
Director, Local Government Division

Date

STATE OF NEW MEXICO
SB192 Junior Appropriation
Request for Payment Form
Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: \$ 0.00
 F. Reversion Amount (If Applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. GF
 I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
 (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

 Grantee Fiscal Officer
 or Fiscal Agent (if applicable)

 Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer

 Date

 Division Project Manager

 Date

STATE OF NEW MEXICO
SB192 Junior Appropriation
Final Report Form
Exhibit B

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	Amount
Personnel Expenses	\$ 0.00
Other Operating Expenses	\$ 0.00
Capital Expenses	\$ 0.00
Other	\$ 0.00
Total Amount of Appropriation Funds Expended	\$ 0.00

Narrative

Describe the outcomes, results, benefit, and or uses of the appropriation funds



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: APPROVE A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND THE BOYS AND GIRLS CLUB OF HOBBS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: July 17, 2024
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- Previously, the City of Hobbs and The Boys and Girls Club of Hobbs have entered into Professional Services Agreements since the Club has the technical and professional experience to operate a nine (9) week Summer Program.
The City's annual contribution remains the same as in previous years at the amount of 69,000.00.
The Professional Services Agreement must be renewed annually by the Commission via Resolution.
During both Summer 2022 and Summer 2023, average daily attendance was 149. Total registration for 2023 was 374 and the Zia Kids Program saw its highest attendance ever.
If approved, the agreement will have a term commencing on the date the agreement is executed and ending on June 30, 2024.

Fiscal Impact:

Reviewed by: [Signature]
Finance Department

The City of Hobbs has included \$69,000 in the Recreation budget to fund the operation of the Summer Youth and Special Needs programs and the Gus Macker Tournament by the Club. The funds are budgeted in account 01-0330-42601. (Professional Services)

Attachments: Resolution, Copy of the Professional Services Agreement

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:

[Signature]
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. 7369

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH THE BOYS AND GIRLS CLUB OF HOBBS
TO CONDUCT A SUMMER YOUTH PROGRAM, AND SERVICES RELATED TO THE
GUS MACKER 3-on-3 BASKETBALL TOURNAMENT

WHEREAS, the City of Hobbs and the Boys and Girls Club of Hobbs seek to maintain a harmonious relationship for the benefit of the residents of Hobbs, New Mexico; and

WHEREAS, the Boys and Girls Club of Hobbs has the expertise to conduct, and has conducted a Summer Youth Program and a Special Needs Program previously on the City's behalf while hiring the staff necessary to conduct these programs; and

WHEREAS, the Boys and Girls Club will enter into a contract with Gus Macker for the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam and Jam, and will provide scorekeepers, referees, and staff to successfully conduct this event.

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 Professional Services Agreement with the Boys and Girls Club of Hobbs for the above services.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – BOYS AND GIRLS CLUB OF HOBBS, INC.**

FY24 (July 1, 2023 – June 30, 2024)

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Boys and Girls Club of Hobbs, Inc., (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

CONTRACTOR will operate a 9-week summer recreation program for 6 to 12-year-olds, and shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

1.1.1 Provide a facility to operate a 9-week summer recreation program to run Monday through Friday, with an agenda that includes recreational, educational, personal improvement and cultural activities.

1.1.2 Serve in the capacity as being the designated site to accommodate special needs participants during the regular 9-week program hours kept by the facility.

1.1.3 Hire and maintain a minimum of at least eight (8) additional employees to serve as staff for the day program. For the special needs program, an additional employee shall have a background and working knowledge of special need participants and work in the capacity of the special needs participant supervisor during the hours of operation. Additional employees shall also be designated as employees to work with special needs participants as attendance warrants. Staff for all programs arising under this agreement shall be employees of CONTRACTOR and shall not be employees of CITY and are not entitled to any City of Hobbs benefits, including, but not limited to, insurance, leave, worker's compensation,

and/or retirement.

CONTRACTOR will provide the following services in addition to those above:

1.1.4 Provide and obtain Licensing Agreement for the Gus Macker Basketball Tournament. Provide additional staff for the Gus Macker Basketball Tournament to consist of: one (1) Head Buster (referee); and scorekeepers as attendance warrants.

1.1.5 Design and placement of news releases and advertising in the appropriate media, naming CITY as co-sponsor. All advertising shall be reviewed and approved by CITY prior to submission to the media.

1.1.6 Provide reasonable assistance to CITY staff with special summer program activities such as July 4th, on which date at least four (4) of CONTRACTOR's summer staff will be required to assist. During the Gus Macker Basketball Tournament an adequate number of scorekeepers will be provided.

1.1.7 Maintain daily records of activities and the number of participants in the program and submit weekly reports to CITY by Monday of the week following the reporting period. In addition, a final report at the conclusion of the summer programs shall be submitted to CITY. Any incidents of serious nature, as determined by the CONTRACTOR, shall be immediately reported to CITY.

1.1.8 Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program.

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 COMPENSATION

The City of Hobbs shall pay the Club a sum not to exceed SIXTY NINE THOUSAND DOLLARS (\$69,000.00) from the City as budgeted in the FY24 annual budget. The aforesaid SIXTY NINE THOUSAND DOLLARS (\$69,000.00) shall be paid in quarterly installments of \$17,250.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2023; the second shall be due on or after January 1, 2024; the third payment on or after April 1, 2024; and the last payment on

or after June 1, 2024. The Club shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Accounts Payable.

2.2 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2023; January 1, 2024; April 1, 2024; and June 1, 2024. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Doug McDaniel. Failure to submit quarterly reports may delay payment under this Agreement.

2.3 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

2.4 In the event CONTRACTOR does not, for any reason, perform any of the services outlined in Section 1.0 above, City may withhold final payment under the terms of the Agreement, in the amount commensurate with the service not provided not to exceed \$10,000.00.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning on the date that this agreement is executed and ending June 30, 2024. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policies shall be primary and shall be required as set out herein:

General Liability as follows: Premises, operations, products, completed operations and contractual liability. The limits of liability shall be no less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Workers' Compensation is required along with State statutory employer's liability limits

regardless of the number of employees.

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 CONTRACTOR shall provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

5.9 This is a professional services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.10 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 24th day of July, 2023.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

By: _____
MANNY GOMEZ, City Manager

ATTEST:

BOYS AND GIRLS CLUB OF HOBBS, INC.

By: _____
Executive Director

By: _____
Board President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: Resolution Adopting Budgetary Adjustment #7 for the Fiscal Year 2022-2023
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. The budget is prepared prior to the beginning of the fiscal year, and as such, from time to time it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year.

Enclosed is budgetary adjustment #7 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Total revenue increased by \$2,580,275.00 and total expense increased by \$1,991,045.00 providing a budgeted ending cash balance of \$78,424,144.78 for all funds.

This budget adjustment also includes inter-fund transfers to cover balances while grant funds are waiting for reimbursement.

General fund reserve remains at 43%

Attachments:

Budget Cash Balance Sheet
Budgeted Adjustments Detail
Resolution approving Budget Adjustment for the fiscal year 2022-2023

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7370

BUDGETARY ADJUSTMENT #7

FISCAL YEAR 2022-2023

WHEREAS, the fiscal budget for the City of Hobbs is prepared, reviewed, and approved prior to the beginning of the fiscal year; and

WHEREAS, from time to time it becomes necessary to adjust the budget due to items not contemplated at the time it is prepared; and

WHEREAS, included in this budgetary adjustment total revenue is increased by \$2,580,275.00 total expense is increased by \$1,991,045.00

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced budget adjustments be approved.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Department of Finance and Administration of the State of New Mexico and that a copy of this Resolution is forwarded to their office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED, AND APPROVED this 24th day of July 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs BAR #7
FY23 Fund Summary**

	Beginning Cash 6/30/2022	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
001 GENERAL	69,874,044.71	61,240,688.16	(9,296,339.96)	85,433,995.20	36,384,397.71	43%
002 LAND ACQUISITION	381,763.30	100,000.00	-	100,000.00	381,763.30	
General Fund Subtotal	70,255,808.01	61,340,688.16	(9,296,339.96)	85,533,995.20	36,766,161.01	
110 LOCAL GOV CORR	1,074,296.19	145,750.00	(125,000.00)	487,615.69	607,430.50	
120 POLICE PROTECTION	15,820.35	123,000.00	-	138,820.35	-	
130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75	
150 COPS GRANT	26,251.09	-	(26,251.09)	-	-	
160 RECREATION (CORE)	1,000.00	1,753,230.00	3,660,619.81	5,413,849.81	1,000.00	
170 OLDER AMERICAN	1,000.00	204,762.00	971,124.20	1,175,886.20	1,000.00	
180 GOLF	1,000.00	957,000.00	4,063,016.88	5,020,016.88	1,000.00	
190 CEMETERY	1,000.00	227,850.00	806,613.75	1,034,463.75	1,000.00	
200 AIRPORT	477,531.99	174,724.00	-	20,500.00	631,755.99	
210 Legislative Appropriations	1,000.00	2,409,773.50	800,000.00	2,330,729.81	880,043.69	
220 Intergovernmental Grants	4,835,515.50	23,077,211.67	-	27,912,727.17	-	
230 LODGERS' TAX	1,086,935.57	1,402,000.00	(923,045.00)	998,248.06	567,642.51	
240 LG Abatement Fund (Opioid)	-	489,000.00	-	489,000.00	-	
250 Cannabis Excise Tax Fund	-	600,000.00	(582,000.00)	18,000.00	-	
270 PUBLIC TRANSPORTATION	46,432.79	1,784,884.28	200,000.00	1,425,296.70	606,020.37	
280 FIRE PROTECTION	1,069,786.59	637,109.25	-	1,078,962.52	627,933.32	
290 EMER MEDICAL SERV	792.28	20,000.00	-	20,000.00	792.28	
300 Law Enforcement Retention Fund	-	2,850,000.00	-	2,850,000.00	-	
Special Revenue Subtotals	8,640,281.10	36,856,294.70	8,845,078.55	50,414,116.94	3,927,537.41	
370 COMM DEVE CONST	110,420.82	750,000.00	464,806.80	1,324,227.62	1,000.00	
460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	-	1,538,849.89	
480 STREET IMPROVEMENTS	4,817,036.89	2,463,245.52	(464,806.80)	6,703,940.04	111,535.57	
490 CITY COMM. IMPROVEMENTS	7,720,652.90	2,761,500.00	(2,259,515.58)	80,795.00	8,141,842.32	
Capital Project Subtotals	14,186,960.50	5,974,745.52	(2,259,515.58)	8,108,962.66	9,793,227.78	
510 UTILITY BOND	-	-	307,004.14	307,004.14	-	
530 WASTEWATER BOND	1,989,842.96	-	2,442,795.60	2,442,795.60	1,989,842.96	
Debt Service Subtotals	1,989,842.96	-	2,749,799.74	2,749,799.74	1,989,842.96	
100 SOLID WASTE	2,683,078.04	7,750,000.00	-	8,290,336.90	2,142,741.14	
440 JOINT UTILITY EXTENSIONS CAPI	1,000.00	850,000.00	2,259,515.58	3,109,515.58	1,000.00	
600 JOINT UTILITY	1,000.00	-	6,996,527.31	6,996,527.31	1,000.00	
610 JOINT UTILITY CONST	1,000.00	-	3,809,606.09	3,809,606.09	1,000.00	
620 WASTE WATER PLANT CONST	7,325,364.88	1,413,107.66	10,392,587.97	19,130,060.51	1,000.00	
630 JOINT UTILTIY - WASTEWATER	1,030.00	-	5,938,903.24	5,938,933.24	1,000.00	
650 JOINT UTILTIY INCOME - WASTEV	9,536,173.55	8,447,050.00	(17,239,115.12)	40,400.00	703,708.43	
660 JOINT UTILITY INCOME	7,436,818.88	8,569,000.00	(12,648,309.23)	-	3,357,509.65	
680 METER DEPOSIT RES	1,220,767.82	375,000.00	-	375,000.00	1,220,767.82	
690 INTERNAL SUPPLY	67,797.49	225,000.00	-	225,000.00	67,797.49	
Utility Subtotals	28,274,030.66	27,629,157.66	(490,284.16)	47,915,379.63	7,497,524.53	
640 MEDICAL INSURANCE	3,201,377.27	7,830,000.00	(865,291.13)	7,839,200.00	2,326,886.14	
670 WORKERS COMP TRUST	1,160,937.04	849,440.00	-	849,440.00	1,160,937.04	
740 INSURANCE - RISK	5,284,206.75	2,000,000.00	451,261.41	2,535,468.16	5,200,000.00	
Internal Service Subtotal	9,646,521.06	10,679,440.00	(414,029.72)	11,224,108.16	8,687,823.18	
700 MOTOR VEHICLE	23,966.39	5,691,000.00	-	5,691,000.00	23,966.39	
710 MUNI JUDGE BOND FUND	107,575.34	-	-	-	107,575.34	
720 RETIREE HEALTH INSURANCE TRU	8,915,123.87	1,370,000.00	865,291.13	1,846,325.00	9,304,090.00	
730 CRIME LAB FUND	75,261.05	55,400.00	-	55,400.00	75,261.05	
750 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88	
770 LIBRARY TRUST	6,220.10	1,500.00	-	1,500.00	6,220.10	
780 SENIOR CITIZEN TRUST	4,699.94	3,000.00	-	3,000.00	4,699.94	
790 PRAIRIE HAVEN MEM	5,839.42	-	-	-	5,839.42	
800 COMMUNITY PARK TRUST	1,562.02	-	-	-	1,562.02	
820 EVIDENCE TRUST FUND	210,724.33	5,000.00	-	-	215,724.33	
830 HOBBS BEAUTIFUL	8,042.66	20,965.28	-	13,660.65	15,347.29	
860 CITY AGENCY TRUST	2,169.85	1,500.00	-	2,000.00	1,669.85	
Trust & Agency Subtotals	9,361,256.85	7,148,365.28	865,291.13	7,612,885.65	9,762,027.61	
Grand Total All Funds	142,354,701.14	149,628,691.32	(0.00)	213,559,247.98	78,424,144.48	
		2,580,275.00		1,991,045.00		

Expense

Fund	Org	Obj	Proj	Dept Description	Description	Prelim Budget	BAR #7 Request	Total Budget	Comment
490	494049	42251		CITY COMMISSION IMPROVEMENT FD	GRT Admin Fees	63,000.00	17,795.00	80,795.00	GRT Admin Fees exceeded Budget
650	654065	42251		JOINT UTIL EXPENSE	GRT Admin Fees	31,500.00	8,900.00	40,400.00	GRT Admin Fees exceeded Budget
670	674067	42609		WORKERS COMPENSATION FUND	REQUIRED INSURANCE	375,000.00	47,025.00	422,025.00	Workers Comp payments exceeded budget
700	704070	42324		MOTOR VEHICLE DEPT. TRUST FUND	MISCELLANEOUS AND EMERGENCY	4,000,000.00	1,691,000.00	5,691,000.00	MVD Fees collected exceeded budget
720	724072	42601		RETIREE HEALTH INSURANCE TRUST	PROFESSIONAL SERVICES	1,500,000.00	136,300.00	1,636,300.00	Retiree insurance fees exceeded budget
720	724072	42645		RETIREE HEALTH INSURANCE TRUST	FEES - ADMIN	120,000.00	90,025.00	210,025.00	Retiree insurance fees exceeded budget
							<u>1,991,045.00</u>		

Revenue

Fund	Org	Obj	Proj	Dept Description	Description	Prelim Budget	BAR #7 Request	Total Budget	Comment
490	499999	30111		CITY COMMISSION REVENUE	GROSS RECEIPTS .125%	(2,100,000.00)	(561,500.00)	(2,661,500.00)	GRT Exceeds Budget
650	659999	30112		JOINT UTILITY WWTP INC REV	GROSS RECEIPTS .0625%	(1,050,000.00)	(280,750.00)	(1,330,750.00)	GRT Exceeds Budget
670	679999	30604		WORKERS COMP REVENUE	PREMIUM TRANSFERS	(724,400.00)	(47,025.00)	(771,425.00)	WC Premium transfers exceeded budget
700	709999	30425		MOTOR VEHICLE REVENUE	SALE OF MVD LICENSES	(4,000,000.00)	(1,691,000.00)	(5,691,000.00)	MVD Fees collected exceeded budget
720	729999	30618		RETIREE HEALTH REVENUE	CONTRIBUTIONS/CITY	(620,000.00)	(226,325.00)	(846,325.00)	Retiree insurance contributions
							<u>(2,806,600.00)</u>		

Cash Transfers

Fund	Org	Obj	Proj	Dept Description	Description	Prelim Budget	BAR #7 Request	Total Budget	Comment
640	649999	30801		MEDICAL INSURANCE REV	TRANSFER TO - 72	84,876.13	530,415.00	615,291.13	
720	729999	30891		RETIREE HEALTH REVENUE	TRANSFER FROM 64	(84,876.13)	(530,415.00)	(615,291.13)	
							<u>-</u>		



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24th, 2023

SUBJECT: Approving the 4th quarter fiscal year 2023 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: July 12, 2023
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 4th quarter 2023 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department

The June 30, 2023 Cash Balance for the Lodgers' Tax Fund is \$1,062,654.52.

Total lodgers' tax revenue for the 4th quarter fiscal year 2023 was \$ 418,818.16 and total expenditures were \$380,364.13. The breakdown of **cash balances at June 30, 2023** by category are as follows:

Profit, Non-profit, Public Entities (20%)	=	\$ 196,541.32
Local Government (40%)	=	\$ 488,569.27
Fire, EMS, Sanitation (15%)	=	\$ 0.00
Airline Subsidy (25%)	=	\$ 377,543.93

Attachments:

DFA Quarterly Report
Resolution
6-30-2023 Financial Report

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

To be determined by City Commission.

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. 7371

A RESOLUTION APPROVING THE FY 2023
LODGERS' TAX DFA 4TH QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 1st quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended June 30, 2023 was \$1,062,654.52 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2023 crosswalk the amounts to the DFA 4th quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 4th quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

3-38-13 through 3-38-24 NMSA 1978
 Title 2, Chapter 105, Part 2.10 NMAC
 5-14-1 through 5-14-15 NMSA 1978
 3-38A-1 through 3-38A-12 NMSA 1978
 5-13-1 through 5-13-15 NMSA 1978

STATE OF NEW MEXICO
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 Local Government Division - Budget and Finance Bureau
 Lodgers' Tax Quarterly Report

DFALOD/BFB 9/96 - revised 6/13, 12/22

**IF YOU DO NOT COLLECT LODGERS TAX
 PLEASE CHECK MARK N/A**
Make sure to sign the form prior to submitting

INSTRUCTIONS

- Provide quarterly and year-to-date revenue for the quarterly reporting period. Money received through joint powers agreements must be reported separately. Other sources includes private grants, donations, reimbursements, etc.
 - Allocate revenue to the promotional, non-promotional and general funds based on the percent of tax imposed. Administrative costs may not exceed 10% of the gross proceeds.
 - Provide a "book cash balance" for both the promotional and non-promotional funds for the quarterly reporting period and year to date amounts.
 - Provide quarterly and year-to-date transfers-in and transfers - out.
- [Note: The Lodgers' Tax Act does not allow transfers from the Lodgers' Tax Fund to the General Fund or other Funds of the local public body.]
 5. Provide quarterly and year-to-date expenditures on the expenditures tab. Contractual service expenditures must comply with the Lodgers' Tax Act, terms of the contract and the Procurement Code 13-1-28 through 13-1-199 NMSA 1978.

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 6/30/2023

1. REVENUE SUMMARY:	QUARTERLY	YEAR-TO-DATE (Y-T-D)
	AMOUNT (THIS REPORTING PERIOD)	AMOUNT (Sum of response to LCBMs) (SUM OF ALL QUARTERS)
LODGERS' TAX PROCEEDS		
1 - 30 Days	\$ 418,818	\$ 1,490,150
LODGERS' TAX PROCEEDS >30 Days		
INVESTMENT INCOME	13,131	35,406
LATE PENALTIES		
CONVENTION CENTER FINANCING FEES		
HOSPITALITY FEE ACT FEES		
2. OTHER		
TOTAL REVENUE	\$ 431,949	\$ 1,525,556

2. REVENUE ALLOCATION:	QUARTERLY	YEAR-TO-DATE (Y-T-D)
	AMOUNT (THIS REPORTING PERIOD)	AMOUNT (Sum of response to LCBMs) (SUM OF ALL QUARTERS)
NON-PROMOTIONAL FUND	\$ _____	\$ _____
PROMOTIONAL FUND	\$ 380,364	\$ 1,549,838
ADMINISTRATIVE COST	\$ _____	\$ _____
(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS, Cumulative i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)		

3. CASH BALANCES:

Carryover From Previous Fiscal Year:	\$ 1,086,935
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ _____
PROMOTIONAL FUND	\$ (24,280)
Grand Total	\$ (24,280)

4. TRANSFERS: IN

INTERGOVERNMENT, INTERFUND TRANSFERS - IN (e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)		
1.	\$ _____	\$ _____
2.	\$ _____	\$ _____
	\$ 0	\$ 0

TRANSFERS:OUT

NON-PROMOTIONAL FUND		
INTERFUND TRANSFERS - (OUT) (e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)		
1.	\$ _____	\$ _____
2.	\$ _____	\$ _____
3.	\$ _____	\$ _____
4.	\$ _____	\$ _____
	\$ 0	\$ 0

PROMOTIONAL FUND		
INTERFUND TRANSFERS - (OUT) (e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)		
1.	\$ _____	\$ _____
2.	\$ _____	\$ _____
3.	\$ _____	\$ _____
4.	\$ _____	\$ _____
	\$ 0	\$ 0

INTERGOVERNMENTAL TRANSFERS - (OUT)		
1.	\$ _____	\$ _____
2.	\$ _____	\$ _____
3.	\$ _____	\$ _____
	\$ 0	\$ 0

INTERGOVERNMENTAL TRANSFERS - (OUT)		
1.	\$ _____	\$ _____
2.	\$ _____	\$ _____
3.	\$ _____	\$ _____
	\$ 0	\$ 0

I hereby attest the information provided is accurate to the best of my knowledge. Signature: _____ Date: _____

CITY OF HOBBS
EVENT SUMMARIES
6/30/2023

AMOUNT
SPENT

23-03	Hobbs Airfield Speedway, LLC	5,452.93
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	5,616.00
23-14	City of Hobbs - CORE Marketing	95,554.69
23-15	City of Hobbs - CORE Operating	500,000.00
	City of Hobbs - Police/Fire	223,522.59
	City of Hobbs - Rockwind Golf Marketing	6,000.00
23-02	EDC - MARKETING/AIRLINE SUBSIDY (91,191.40)	421,214.95
22-01	Western Heritage Museum	26,181.00
23-04	Juneteenth 2022	4,900.00
23-05	United Way of Lea County - Flag Bowl	4,320.00
23-08	Southwest Symphony	10,645.54
23-09	Hobbs Airfield Speedway, LLC	15,336.57
23-10	Permian Basin USSSA	18,000.00
23-11	NAACP - State Conference	11,201.44
23-18	Permian Basin USSSA - November 7th, 8th Event	5,747.49
23-13	City of Hobbs - NM Recreation and Parks Association State Conf.	41,700.12
23-01	Hobbs USSSA	11,500.00
23-06	Western Heritage Museum	8,511.50
23-07	Hobbs USSSA	8,598.50
23-17	Impacto JAG Promotions - October 2022 Event	12,500.00
23-19	Hobbs Chamber of Commerce - 2022 Holiday Tournament	20,287.63
23-22	Cycle City Promotions - 2 Events	41,086.63
23-23	Southwest Symphony (4 events)	5,000.00
23-31	Sheri's House of Hope	4,508.72
23-21	United Way of Lea County, MLK Day of Service	4,507.71
23-33	Impacto JAG Promotions - February 2023 Event	10,000.00
23-26	Permian Basin USSSA - See What You Got	15,046.18
23-27	Permian Basin USSSA - King of the Turf	11,611.30
23-35	Hobbs Airfield Speedway, LLC - Flashlight Cash Day's No Prep	1,287.00

TOTAL

1,549,838.49

6/30/23

CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 4th QUARTER OF 2022 - 2023

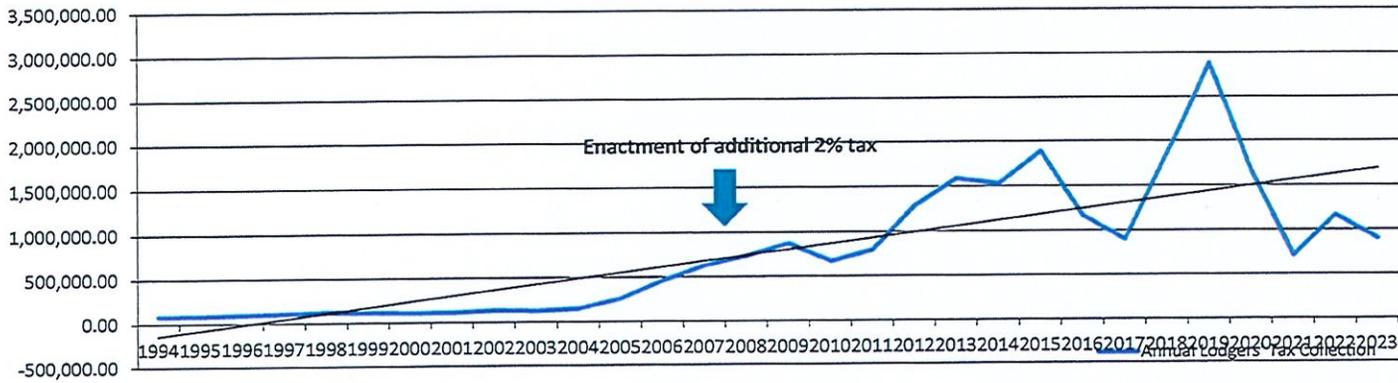
		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/22	1,071,424.11	15,511.46	1,086,935.57
FIRST QUARTER INCOME		353,990.78		353,990.78
FIRST QUARTER INTEREST		3,800.64		3,800.64
	TOTAL REVENUE	357,791.42	0.00	357,791.42
FIRST QUARTER EXPENSES		355,502.29		355,502.29
CASH BAL.	9/30/22	1,073,713.24	15,511.46	1,089,224.70
SECOND QUARTER INCOME		374,476.82		374,476.82
SECOND QUARTER INTEREST		7,831.55		7,831.55
	TOTAL REVENUE	382,308.37	0.00	382,308.37
SECOND QUARTER EXPENSES		508,625.96		508,625.96
CASH BAL.	12/31/22	947,395.65	15,511.46	962,907.11
THIRD QUARTER INCOME		342,864.79		342,864.79
THIRD QUARTER INTEREST		10,643.24		10,643.24
	TOTAL REVENUE	353,508.03	0.00	353,508.03
THIRD QUARTER EXPENSES		305,346.11		305,346.11
CASH BAL.	3/31/23	995,557.57	15,511.46	1,011,069.03
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)		418,818.16		418,818.16
FOURTH QUARTER INTEREST		13,131.46		13,131.46
	TOTAL REVENUE	431,949.62	0.00	431,949.62
FOURTH QUARTER EXPENSES**		380,364.13		380,364.13
CASH BAL.	6/30/23	1,047,143.06	15,511.46	1,062,654.52
YEAR TO DATE INCOME			0.00	1,490,150.55
YEAR TO DATE INTEREST			0.00	0.00
	TOTAL REVENUE	0.00	0.00	1,490,150.55
YEAR TO DATE EXPENSES		1,549,838.49	0.00	1,549,838.49
YEAR TO DATE CASH BALANCES		1,047,143.06	15,511.46	1,062,654.52

CITY OF HOBBS LODGERS' TAX REPORT

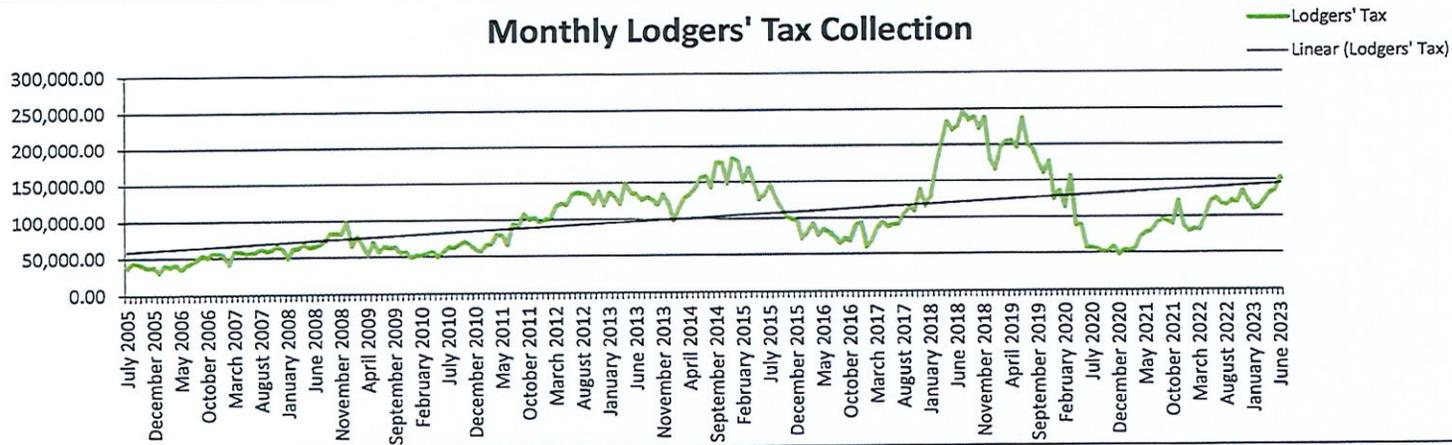
June 30, 2023

		RECEIPTS				EXPENDITURES			NET CHANGE		Cash
Month	Month	Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	Balance
CASH BALANCE		1,826,158.69	1,668,566.83	28,209.69	1,696,776.52	2,111,012.10					
July 2020		1,138,913.00	56,945.65	399.99	57,345.64		-	-	57,345.64	57,345.64	1,883,504.33
August 2020		1,090,902.80	54,545.14	313.84	54,858.98		72,707.57	72,707.57	(17,848.59)	39,497.05	1,865,655.74
September 2020		1,040,277.60	52,013.88	204.53	52,218.41		155,580.47	155,580.47	(103,362.06)	(63,865.01)	1,762,293.68
October 2020		1,028,334.80	51,416.74	168.11	51,584.85		191,580.00	191,580.00	(139,995.15)	(203,860.16)	1,622,298.53
November 2020		1,162,426.00	58,121.30	142.03	58,263.33		110,232.00	110,232.00	(51,968.67)	(255,828.83)	1,570,329.86
December 2020		949,227.00	47,461.35	-	47,461.35		177,572.38	177,572.38	(130,111.03)	(385,939.86)	1,440,218.83
SUBTOTAL		6,410,081.20	320,504.06	1,228.50	321,732.56	0.00	707,672.42	707,672.42			
January 2021		1,067,524.20	53,376.21	89.40	53,465.61		48,389.35	48,389.35	5,076.26	5,076.26	1,445,295.09
February 2021		1,055,811.40	52,790.57	103.49	52,894.06		29,089.12	29,089.12	23,804.94	23,804.94	1,469,100.03
March 2021		1,094,322.80	54,716.14	71.28	54,787.42		369,287.22	369,287.22	-314,499.80	-314,499.80	1,154,600.23
April 2021		1,438,003.40	71,900.17	60.84	71,961.01		0.00	0.00	71,961.01	71,961.01	1,226,561.24
May 2021		1,548,735.60	77,436.78	56.89	77,493.67		0.00	0.00	77,493.67	77,493.67	1,304,054.91
June 2021		1,593,608.60	79,680.43	137.09	79,817.52		199,724.39	199,724.39	-119,906.87	-119,906.87	1,184,148.04
SUBTOTAL		7,798,006.00	389,900.30	518.99	390,419.29	0.00	646,490.08	646,490.08			
FY 2021			710,404.36								
CASH BALANCE		1,184,148.04									
July 2021		1,801,674.20	90,083.71	45.30	90,129.01		-	-	90,129.01	90,129.01	1,274,277.05
August 2021		1,915,939.00	95,796.95	45.20	95,842.15		25,355.08	25,355.08	70,487.07	160,616.08	1,344,764.12
September 2021		1,868,698.40	93,434.92	51.06	93,485.98		222,127.13	222,127.13	(128,641.15)	31,974.93	1,216,122.97
October 2021		1,780,151.80	89,007.59	38.65	89,046.24		51,709.00	51,709.00	37,337.24	69,312.17	1,253,460.21
November 2021		2,429,424.60	121,471.23	47.62	121,518.85		-	-	121,518.85	190,831.02	1,374,979.06
December 2021		1,744,665.80	87,233.29	96.08	87,329.37		305,240.26	305,240.26	(217,910.89)	(27,079.87)	1,157,068.17
SUBTOTAL		11,540,553.80	577,027.69	323.91	577,351.60	0.00	604,431.47	604,431.47			
January 2022		1,577,475.40	78,873.77	57.30	78,931.07		15,947.15	15,947.15	62,983.92	62,983.92	1,220,052.09
February 2022		1,654,709.20	82,735.46	55.26	82,790.72		0.00	0.00	82,790.72	82,790.72	1,302,842.81
March 2022		1,627,879.20	81,393.96	59.05	81,453.01		319,470.83	319,470.83	-238,017.82	-238,017.82	1,064,824.99
April 2022		1,977,060.60	98,853.03	90.76	98,943.79		20,000.00	20,000.00	78,943.79	78,943.79	1,143,768.78
May 2022		2,402,337.40	120,116.87	236.22	120,353.09		0.00	0.00	120,353.09	120,353.09	1,264,121.87
June 2022		2,498,604.00	124,930.20	515.49	125,445.69		302,631.99	302,631.99	-177,186.30	-177,186.30	1,086,935.57
SUBTOTAL		11,738,065.80	586,903.29	1,014.08	587,917.37	0.00	658,049.97	658,049.97			
CASH BALANCE		1,086,935.57	1,163,930.98				1,262,481.44				
July 2022		2,344,993.40	117,249.67	724.61	117,974.28		18,764.47	18,764.47	99,209.81	99,209.81	1,186,145.38
August 2022		2,301,976.00	115,098.80	1,312.73	116,411.53		87,372.03	87,372.03	29,039.50	128,249.31	1,215,184.88
September 2022		2,432,846.20	121,642.31	1,763.30	123,405.61		249,365.79	249,365.79	(125,960.18)	2,289.13	1,089,224.70
October 2022		2,381,193.20	119,059.66	1,928.75	120,988.41		-	-	120,988.41	123,277.54	1,210,213.11
November 2022		2,688,695.60	134,434.78	2,574.32	137,009.10		192,300.35	192,300.35	(55,291.25)	67,986.29	1,154,921.86
December 2022		2,419,647.60	120,982.38	3,328.48	124,310.86		316,325.61	316,325.61	(192,014.75)	(124,028.46)	962,907.11
SUBTOTAL		14,569,352.00	728,467.60	11,632.19	740,099.79	0.00	864,128.25	864,128.25			
January 2023		2,182,112.60	109,105.63	3,183.80	112,289.43		35,371.75	35,371.75	76,917.68	76,917.68	1,039,824.79
February 2023		2,242,822.80	112,141.14	3,788.90	115,930.04		53,799.13	53,799.13	62,130.91	62,130.91	1,101,955.70
March 2023		2,432,360.40	121,618.02	3,670.54	125,288.56		216,175.23	216,175.23	-90,886.67	-90,886.67	1,011,069.03
April 2023		2,628,350.20	131,417.51	3,871.88	135,289.39		72,615.52	72,615.52	62,673.87	62,673.87	1,073,742.90
May 2023		2,699,091.00	134,954.55	4,283.86	139,238.41		20,835.92	20,835.92	118,402.49	118,402.49	1,192,145.39
June 2023		3,048,922.00	152,446.10	4,975.72	157,421.82		286,912.69	286,912.69	-129,490.87	-129,490.87	1,062,654.52
SUBTOTAL		15,233,659.00	761,682.95	23,774.70	785,457.65	0.00	685,710.24	685,710.24			
CASH BALANCE		1,062,654.52	1,490,150.55				1,549,838.49				

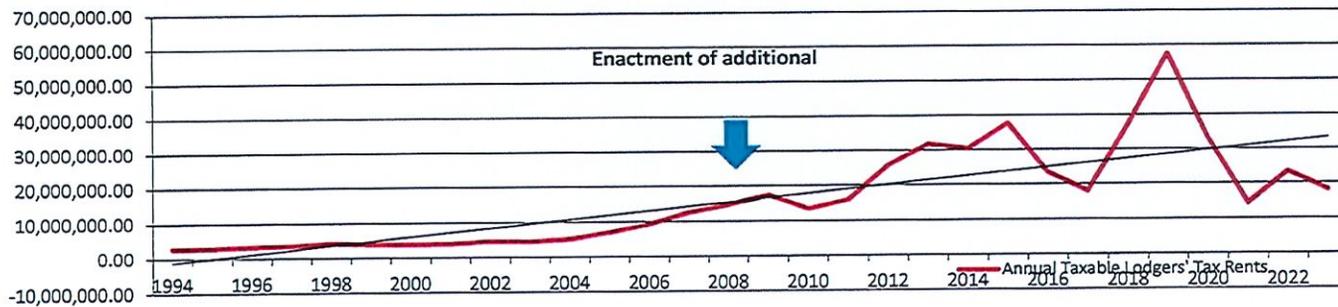
Annual Lodgers' Tax Collection



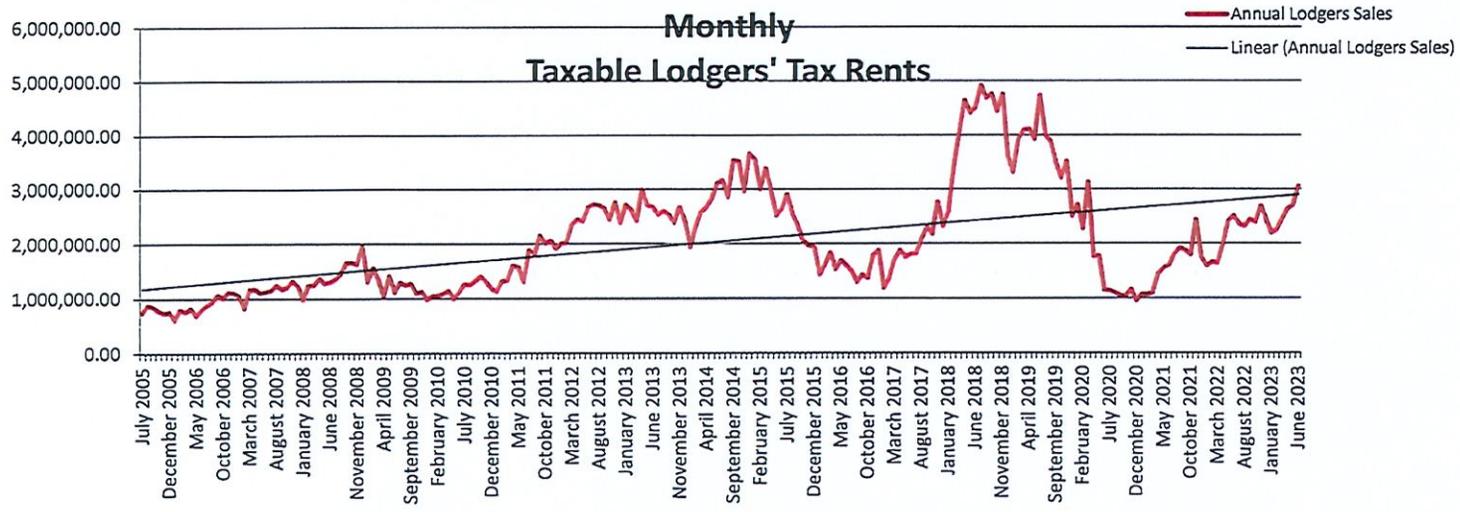
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents





CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

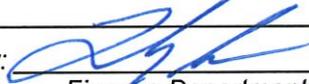
MEETING DATE: July 24, 2023

SUBJECT: Resolution approving the FY2023 DFA 4th Quarter (June 2023) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 14, 2023
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

- The State of New Mexico requires the FY23 4th Quarter (June 2023) DFA Quarterly Financial Report be approved by the governing body.
- The ending cash balance for 06/30/23 will be incorporated into the Fiscal Year 2024 Final Budget.

Fiscal Impact:

Reviewed By: 
Finance Department

- The ending cash balance represents actual revenue and expenditure activity from July 1, 2022 – June 30, 2023.
- Ending Cash Balance at 06/30/23 is \$179,177,691.05 for all funds (restricted and unrestricted).
- The City of Hobbs year-to-date actual revenues and expenditures for the period are \$153,112,171.69 and \$116,763,262.19 respectively.

Attachments:

4th Quarter DFA Report Recap
Resolution approving 4th Quarter DFA Report

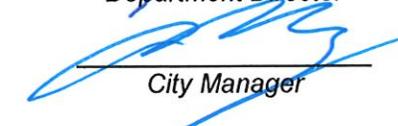
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS
RESOLUTION NO. 7372

A RESOLUTION APPROVING THE FY2023
DFA 4th QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the FY2023 DFA 4TH Quarter Financial Report be approved by the governing body; and

WHEREAS, the ending cash balance for the period ended June 30, 2023 was \$179,177,691.05 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2023 crosswalk the amounts to the DFA 4th Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 4th Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
6/30/2023

	Ending Cash 06/30/2022	June - July FY2023 Revenues	Actual Cash TRANSFERS	June - July FY2023 Expenditures	FY23 Balance Sheet Adjustments	Ending Cash 06/30/23
GOVERNMENTAL FUNDS						
11000 001 GENERAL	69,874,044.71	71,235,982.15	(5,152,484.05)	59,307,733.92	(190,542.83)	76,840,351.72
29900 002 LAND ACQUISITION	381,763.30	448,885.31			-	830,648.61
	70,255,808.01	71,684,867.46	(5,152,484.05)	59,307,733.92	(190,542.83)	77,671,000.33
SPECIAL REVENUES						
20100 110 LOCAL GOV CORR	1,074,296.19	173,369.09	(125,000.00)	110,270.66	-	1,012,394.62
21100 120 POLICE PROTECTION	15,820.35	123,000.00		114,436.96	-	24,383.39
29900 130 P D N (parif, drug, narcotics)	1,918.75				-	1,918.75
29900 150 COPS GRANT	26,251.09	8,881.98	(26,251.09)		-	8,881.98
21700 160 HWLC	1,000.00	1,692,595.42	2,421,618.60	4,113,949.67	264.35	1,000.00
21900 170 OLDER AMERICAN	1,000.00	212,338.77	766,728.43	979,067.20	-	1,000.00
51800 180 GOLF	1,000.00	1,088,684.61	1,892,660.39	2,981,298.45	46.55	1,000.00
50600 190 CEMETERY	1,000.00	221,140.69	458,462.39	679,603.08	-	1,000.00
50400 200 AIRPORT	477,531.99	215,156.05		1,967.11	-	690,720.93
30300 210 LEGISLATIVE APPROP	1,000.00	463,139.49	490,903.20	954,042.69	-	1,000.00
21800 220 INTERGOVERNMENTAL GRANTS	4,835,515.50	23,077,211.67	-		-	27,912,727.17
21400 230 LODGERS' TAX	1,086,935.57	1,525,557.44	(872,393.40)	677,445.09	-	1,062,654.52
27000 240 LG Abatement Fund (Opioid)		119,300.36			-	119,300.36
28000 250 Cannabis Regulation Act Fund		660,703.21		17,677.26	-	643,025.95
29900 270 PUBLIC TRANSPORTATION	46,432.79	638,207.36	145,755.53	829,395.68	-	1,000.00
20900 280 FIRE PROTECTION	1,069,786.59	811,758.04		660,231.20	-	1,221,313.43
20600 290 EMER MEDICAL SERV	792.28	20,000.00		18,196.89	-	2,595.39
21200 300 LAW ENFORCEMENT RECRUITME		2,850,000.00		2,710,683.49	-	139,316.51
30200 370 COMM DEVE CONST	110,420.82			28,093.20	-	82,327.62
	8,750,701.92	33,901,044.18	5,152,484.05	14,876,358.63	310.90	32,927,560.62
CAPITAL PROJECTS FUNDS						
39900 460 BEAUTIFICATION IMPROVEMENT	1,538,849.89				-	1,538,849.89
21600 480 STREET IMPROVEMENTS	4,817,036.89	1,465,903.08		614,247.36	-	5,668,692.61
39900 490 CITY COMM. IMPROVEMENTS	7,720,652.90	2,761,438.59	(292,188.97)	80,791.76	-	10,109,110.76
	14,076,539.68	4,227,341.67	(292,188.97)	695,039.12	-	17,316,653.26
DEBT SERVICE FUNDS						
40400 510 UTILITY BOND	0.00		307,049.14	307,049.14	-	0.00
40400 530 2005 WASTEWATER BOND ISSU	1,989,842.96		2,442,795.60	2,442,795.60	-	1,989,842.96
	1,989,842.96		2,749,844.74	2,749,844.74	-	1,989,842.96
TOTAL GOVERNMENTAL FUNDS	95,072,892.57	109,813,253.31	2,457,655.77	77,628,976.41	(190,231.93)	129,905,057.17
ENTERPRISE FUNDS						
50200 100 SOLID WASTE	2,683,078.04	8,045,643.06		7,855,864.36	-	2,872,856.74
39900 440 JOINT UTILITY EXTENSIONS CAPI:	1,000.00	600,000.00	292,188.97	892,188.97	-	1,000.00
50100 600 JOINT UTILITY	1,000.00		5,610,512.42	5,613,630.42	(3,118.00)	1,000.00
50100 610 JOINT UTILITY CONST	1,000.00		937,997.84	937,997.84	-	1,000.00
50300 620 WASTE WATER PLANT CONST	7,325,364.88	13,107.66		480,660.25	-	6,857,812.29
50300 630 JOINT UTILITIY - WASTEWATER	1,030.00		4,666,691.49	4,666,721.49	-	1,000.00
50300 650 JOINT UTILITIY INCOME - WASTE	9,536,173.55	8,470,311.83	(7,109,487.09)	40,395.53	-	10,856,602.76
50100 660 JOINT UTILITY INCOME	7,436,818.88	8,865,872.27	(6,855,559.40)		32.77	9,447,098.98
50100 680 METER DEPOSIT RES	1,220,767.82	347,860.88		163,572.53	-	1,405,056.17
TOTAL ENTERPRISE FUNDS	28,206,233.17	26,342,795.70	(2,457,655.77)	20,651,031.39	(3,085.23)	31,443,426.94
INTERNAL SERVICE FUNDS						
69900 640 MEDICAL INSURANCE	3,201,377.27	6,741,038.34	(865,288.85)	7,713,411.46	(294,908.29)	1,658,623.59
69900 670 WORKERS COMP TRUST	1,160,937.04	807,804.13		762,286.58	-	1,206,454.59
69900 690 INTERNAL SUPPLY	67,797.49	260,431.49		219,113.52	-	109,115.46
69900 740 INSURNACE - RISK	5,284,206.75	2,340,221.73		2,196,286.80	-	5,428,141.68
TOTAL INTERNAL SERVICE FUNDS	9,714,318.55	10,149,495.69	(865,288.85)	10,891,098.36	(294,908.29)	8,402,335.32
TRUST AND AGENCY FUNDS						
79900 700 MOTOR VEHICLE	23,966.39	5,678,794.15		5,690,449.03	10,508.68	1,802.83
79900 710 MUNI JUDGE BOND FUND	107,575.34				(599.00)	108,174.34
79900 720 RETIREE HEALTH INSURANCE TR	8,915,123.87	1,068,636.84	865,288.85	1,844,814.20	4,235.36	9,000,000.00
79900 730 CRIME LAB FUND	75,261.05	53,183.42		54,295.67	-	74,148.80
79900 750 FORECLOSURE TRUST FUND	71.88				-	71.88
79900 770 LIBRARY TRUST	6,220.10	521.85		451.26	-	6,290.69
79900 780 SENIOR CITIZEN TRUST	4,699.94	496.00			-	5,195.94
79900 790 PRAIRIE HAVEN MEM	5,839.42	186.03			-	6,025.45
79900 800 COMMUNITY PARK TRUST	1,562.02	49.74			-	1,611.76
79900 820 EVIDENCE TRUST FUND	210,724.33	(4,121.70)			-	206,602.63
79900 830 HOBBS BEAUTIFUL	8,042.66	8,214.77		816.50	-	15,440.93
79900 860 CITY AGENCY TRUST	2,169.85	665.89		1,329.37	-	1,506.37
TOTAL TRUST AND AGENCY FUNDS	9,361,256.85	6,806,626.99	865,288.85	7,592,156.03	14,145.04	9,426,871.62
GRAND TOTAL ALL FUNDS	142,354,701.14	153,112,171.69	-	116,763,262.19	(474,080.41)	179,177,691.05

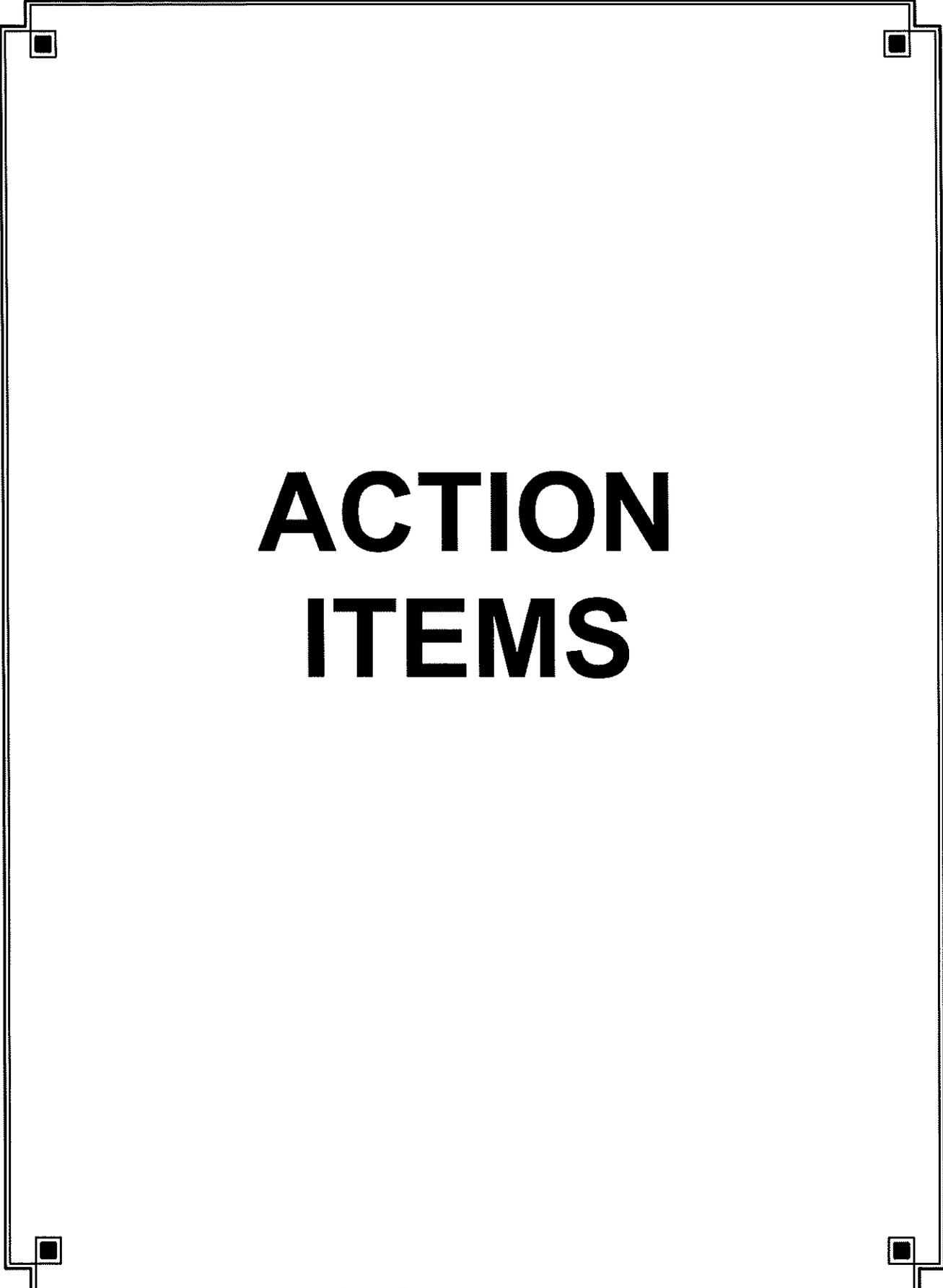
State of New Mexico
Local Government Budget Management System (LGBMS)

Report Recap - Fiscal Year 2022-2023 - Hobbs (City) - FY2023 Q4

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	69,874,045.00	0.00	71,235,982.15	-5,152,484.05	59,307,733.92	190,542.83	76,840,352.01	4,942,311.16	71,898,040.85
20100 Corrections	1,074,297.00	0.00	173,369.09	-125,000.00	110,270.66	0.00	1,012,395.43	0.00	1,012,395.43
20600 Emergency Medical Services	793.00	0.00	20,000.00	0.00	18,196.89	0.00	2,596.11	0.00	2,596.11
20900 Fire Protection	1,069,787.00	0.00	811,758.04	0.00	660,231.20	0.00	1,221,313.84	0.00	1,221,313.84
21100 Law Enforcement Protection	15,821.00	0.00	123,000.00	0.00	114,436.96	0.00	24,384.04	0.00	24,384.04
21200 Law Enforcement Recruitment/Retention	0.00	0.00	2,850,000.00	0.00	2,710,683.49	0.00	139,316.51	0.00	139,316.51
21400 Lodgers' Tax	1,086,936.00	0.00	1,525,557.44	-872,393.40	677,445.09	0.00	1,062,654.95	0.00	1,062,654.95
21600 Municipal Street	4,817,037.00	0.00	1,465,903.08	0.00	614,247.36	0.00	5,668,692.72	0.00	5,668,692.72
21700 Recreation	1,000.00	0.00	1,692,595.42	2,421,618.60	4,113,949.67	-264.35	1,000.00	0.00	1,000.00
21800 Intergovernmental Grants	0.00	0.00	18,241,696.17	0.00	0.00	0.00	18,241,696.17	0.00	18,241,696.17
21900 Senior Citizens	1,000.00	0.00	212,338.77	766,728.43	979,067.20	0.00	1,000.00	0.00	1,000.00
26000 American Rescue Plan Act	4,835,516.00	0.00	4,835,515.50	0.00	0.00	0.00	9,671,031.50	0.00	9,671,031.50
27000 LG Abatement Opioid Fund	0.00	0.00	119,300.36	0.00	0.00	0.00	119,300.36	0.00	119,300.36
28000 Cannabis Regulation Act	0.00	0.00	660,703.21	0.00	17,677.26	0.00	643,025.95	0.00	643,025.95
29900 Other Special Revenue	456,366.00	0.00	1,095,974.65	119,504.44	829,395.68	0.00	842,449.41	0.00	842,449.41
30200 CDBG (HUD) Project	110,421.00	0.00	0.00	0.00	28,093.20	0.00	82,327.80	0.00	82,327.80
30300 State Legislative Appropriation Project	1,000.00	0.00	463,139.49	490,903.20	954,042.69	0.00	1,000.00	0.00	1,000.00
39900 Other Capital Projects	9,260,503.00	0.00	3,361,438.59	0.00	972,980.73	0.00	11,648,960.86	0.00	11,648,960.86

40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	2,749,844.74	2,749,844.74	0.00	1,989,843.00	0.00	1,989,843.00
50100 Water Enterprise	8,659,587.00	0.00	9,213,733.15	-307,049.14	6,715,200.79	3,085.23	10,854,155.45	0.00	10,854,155.45
50200 Solid Waste Enterprise	2,683,079.00	0.00	8,045,643.06	0.00	7,855,864.36	0.00	2,872,857.70	0.00	2,872,857.70
50300 Wastewater/Sewer Enterprise	16,862,569.00	0.00	8,483,419.49	-2,442,795.60	5,187,777.27	0.00	17,715,415.62	0.00	17,715,415.62
50400 Airport Enterprise	477,532.00	0.00	215,156.05	0.00	1,967.11	0.00	690,720.94	0.00	690,720.94
50600 Cemetery Enterprise	1,000.00	0.00	221,140.69	458,462.39	679,603.08	0.00	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	1,088,684.61	1,892,660.39	2,981,298.45	-46.55	1,000.00	0.00	1,000.00
69900 Other Internal Service	9,714,319.00	0.00	10,149,495.69	-865,288.85	10,891,098.36	294,908.29	8,402,335.77	0.00	8,402,335.77
79900 Other Trust & Agency	9,361,257.00	0.00	6,806,626.99	865,288.85	7,592,156.03	-14,145.04	9,426,871.77	0.00	9,426,871.77
Totals	142,354,708.00	0.00	153,112,171.69	0.00	116,763,262.19	474,080.41	179,177,697.91	4,942,311.16	174,235,386.75



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: Resolution adopting the Fiscal Year 2023-2024 Final Budget
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

- The Preliminary FY 2023-2024 budget for the City of Hobbs was approved on May 15, 2023.
- Presented here is the Final Budget which incorporates into that preliminary budget, the ending cash balance as of June 30, 2023 as the Beginning Balance of the FY24 Budget.
- This budget also incorporates carryovers (items budgeted in the 2022-2023 fiscal year that were not completed) as well as new requests.
- Adjustments to transfers have been made to meet State of New Mexico fund balance requirements, while maximizing the cash balance in the General Fund.

Fiscal Impact:

Reviewed By: 
Finance Department

- Approval of this Final Budget by the City Commission and the Department of Finance & Administration will govern spending in accordance with the budget document as adjusted for the fiscal year beginning July 1, 2023.

Attachments:

- Budgeted Cash Balances
- Schedule of Budgeted Carryovers and New Requests
- Resolution approving Budget Adjustment for the fiscal year 2023-2024

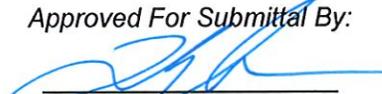
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director


City Manager

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

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

CITY OF HOBBS
RESOLUTION NO. 7373

BUDGETARY ADJUSTMENT
FISCAL YEAR 2023-2024

WHEREAS, the City Commission of the City of Hobbs, New Mexico, has found it necessary to amend certain items within the fiscal year budget in order to provide for additional revenues, expenditures, and transfers not contemplated at the time of the preparation of the 2023-2024 preliminary budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the items of the 2023-2024 fiscal budget be amended.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Director of Public Finance of the State of New Mexico and that a copy of this Resolution be forwarded to his office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs Final Budget
FY24 Fund Summary**

<i>dfa fund</i>		Beginning Cash 6/30/2023	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
11000	001 GENERAL	76,840,351.72	75,696,941.08	(13,365,041.99)	87,583,028.89	51,589,221.92	59%
29900	002 LAND ACQUISITION	830,648.61	100,000.00		100,000.00	830,648.61	
	General Fund Subtotal	77,671,000.33	75,796,941.08	(13,365,041.99)	87,683,028.89	52,419,870.53	
20100	110 LOCAL GOV CORR	1,012,394.62	169,000.00		494,500.00	686,894.62	
21100	120 POLICE PROTECTION	24,383.39	201,500.00		201,500.00	24,383.39	
29900	130 P D N (parif, drug, narcotics)	1,918.75	-		1,918.75	-	
29900	150 COPS GRANT	8,881.98	-	(8,881.98)	-	-	
21700	160 RECREATION (CORE)	1,000.00	1,626,400.00	4,219,670.12	5,846,070.12	1,000.00	
21900	170 OLDER AMERICAN	1,000.00	206,675.94	1,076,883.10	1,283,559.04	1,000.00	
51800	180 GOLF	1,000.00	1,031,250.00	3,353,863.06	4,277,113.06	109,000.00	
50600	190 CEMETERY	1,000.00	216,650.00	924,102.90	1,140,752.90	1,000.00	
50400	200 AIRPORT	690,720.93	185,574.32		318,500.00	557,795.25	
30300	210 LEGISLATIVE APPROPRIATIONS	1,000.00	7,196,634.01		6,615,053.12	582,580.89	
21800	220 INTERGOVERNMENTAL GRANTS	27,912,727.17	-		27,912,727.17	-	
21400	230 LODGERS' TAX	1,062,654.52	1,325,000.00	(731,150.00)	827,835.00	828,669.52	
27000	240 LG ABATEMENT FUND (OPIOID)	119,300.36	489,000.00		489,000.00	119,300.36	
28000	250 CANNABIS EXCISE TAX FUND	643,025.95	620,000.00	(603,000.00)	17,000.00	643,025.95	
29900	270 PUBLIC TRANSPORTATION	1,000.00	2,247,076.92		1,569,584.28	678,492.64	
20900	280 FIRE PROTECTION	1,221,313.43	533,000.00		790,654.05	963,659.38	
20600	290 EMER MEDICAL SERV	2,595.39	20,000.00		20,000.00	2,595.39	
21200	300 LERF	139,316.51	1,425,000.00		1,562,952.47	1,364.04	
29900	310 LEDA		-	3,361,696.47	3,361,696.47	-	
	Special Revenue Subtotals	32,845,233.00	17,492,761.19	11,593,183.67	56,730,416.43	5,200,761.43	
30200	370 COMM DEVE CONST	82,327.62	750,000.00	464,806.80	1,296,134.42	1,000.00	
39900	460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-		-	1,538,849.89	
21600	480 STREET IMPROVEMENTS	5,668,692.61	2,125,000.00		6,589,692.68	1,203,999.93	
39900	490 CITY COMM. IMPROVEMENTS	10,109,110.76	2,500,000.00	(3,182,133.41)	-	9,426,977.35	
	Capital Project Subtotals	17,398,980.88	5,375,000.00	(2,717,326.61)	7,885,827.10	12,170,827.17	
40400	510 UTILITY BOND	-	-	307,005.74	307,005.74	-	
40400	530 WASTEWATER BOND	1,989,842.96	-	2,442,795.99	2,442,795.99	1,989,842.96	
	Debt Service Subtotals	1,989,842.96	-	2,749,801.73	2,749,801.73	1,989,842.96	
50200	100 SOLID WASTE	2,872,856.74	7,750,000.00		7,900,000.00	2,722,856.74	
39900	440 JOINT UTILITY EXTENSIONS CAPIT	1,000.00	250,000.00	2,717,326.61	2,967,326.61	1,000.00	
50100	600 JOINT UTILITY	1,000.00	-	8,184,912.75	8,184,912.75	1,000.00	
50100	610 JOINT UTILITY CONST	1,000.00	-	5,408,103.85	5,408,103.85	1,000.00	
50300	620 WASTE WATER PLANT CONST	6,857,812.29	1,400,000.00	6,267,587.97	14,524,400.26	1,000.00	
50300	630 JOINT UTILITIY - WASTEWATER	1,000.00	-	6,653,457.65	6,623,457.65	31,000.00	
50300	650 JOINT UTILITIY INCOME - WASTEVE	10,856,602.76	8,810,000.00	(15,346,164.69)	-	4,320,438.07	
50100	660 JOINT UTILITY INCOME	9,447,098.98	9,275,000.00	(13,917,699.26)	-	4,804,399.72	
50100	680 METER DEPOSIT RES	1,405,056.17	375,000.00		375,000.00	1,405,056.17	
69900	690 INTERNAL SUPPLY	109,115.46	225,000.00		225,000.00	109,115.46	
	Utility Subtotals	31,552,542.40	28,085,000.00	(32,475.12)	46,208,201.12	13,396,866.16	
69900	640 MEDICAL INSURANCE	1,658,623.59	7,776,930.00	(325,000.00)	7,851,000.00	1,259,553.59	
69900	670 WORKERS COMP TRUST	1,206,454.59	720,000.00		720,000.00	1,206,454.59	
69900	740 INSURANCE - RISK	5,428,141.68	2,872,951.00	1,771,858.32	2,872,951.00	7,200,000.00	
	Internal Service Subtotal	8,293,219.86	11,369,881.00	1,446,858.32	11,443,951.00	9,666,008.18	
79900	700 MOTOR VEHICLE	1,802.83	5,500,000.00		5,500,000.00	1,802.83	
79900	710 MUNI JUDGE BOND FUND	108,174.34	-		-	108,174.34	
79900	720 RETIREE HEALTH INSURANCE TRI	9,000,000.00	1,075,000.00	325,000.00	1,400,000.00	9,000,000.00	
79900	730 CRIME LAB FUND	74,148.80	57,000.00		57,000.00	74,148.80	
79900	750 FORECLOSURE TRUST FUND	71.88	-		-	71.88	
79900	770 LIBRARY TRUST	6,290.69	1,500.00		1,500.00	6,290.69	
79900	780 SENIOR CITIZEN TRUST	5,195.94	3,000.00		3,000.00	5,195.94	
79900	790 PRAIRIE HAVEN MEM	6,025.45	-		-	6,025.45	
79900	800 COMMUNITY PARK TRUST	1,611.76	-		-	1,611.76	
79900	820 EVIDENCE TRUST FUND	206,602.63	5,000.00		-	211,602.63	
79900	830 HOBBS BEAUTIFUL	15,440.93	-		-	15,440.93	
79900	860 CITY AGENCY TRUST	1,506.37	1,500.00		2,000.00	1,006.37	
	Trust & Agency Subtotals	9,426,871.62	6,643,000.00	325,000.00	6,963,500.00	9,431,371.62	
	Grand Total All Funds	179,177,691.05	144,762,583.27	(0.00)	219,664,726.27	104,275,548.05	

Revenue

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	AVAILABLE BUDGET	New Requests	Total Budget Request	Notes/Comments
001	019999	30101		PROPERTY TAX		(91,859.00)	(91,859.00)	increase property tax budget match levy
001	019999	30105		OIL & GAS PRODUCTION		(204,440.00)	(204,440.00)	increase property tax budget match levy
001	019999	30106		OIL & GAS EQUIPMENT		(46,526.00)	(46,526.00)	increase property tax budget match levy
001	019999	30611		ARP REVENUE - MISC INCOME	(4,835,515.50)	(4,835,535.50)	(9,671,051.00)	ARP Carryover
001	019999	30701	00338	NM BOARD OF VET MED SPAD/NEUTE	(19,000.00)		(19,000.00)	Carryover grant funding not received
001	019999	30708	00340	MADDOX MATCHING SPAY/NEUTER GR	(20,000.00)		(20,000.00)	Carryover grant funding not received
001	019999	30708	00359	MADDOX CHRISTMAS LIGHTS	(21,000.00)		(21,000.00)	Carryover grant funding not received
001	019999	30708	00370	HAAC SPAY & NEUTER LEA COUNT	(50,000.00)		(50,000.00)	Carryover grant funding not received
001	019999	30708	00371	HAAC SPAY&NEUTER (LONG)	(250,000.00)		(250,000.00)	Carryover grant funding not received
001	019999	30712		GRANT-BULLETPROOF VESTS	(11,377.66)		(11,377.66)	Carryover grant funding not received
001	019999	30715		LIBRARY GRANT	(7,573.28)		(7,573.28)	Carryover grant funding not received
001	019999	30718		LEGISLATIVE FUNDING	(582,000.00)		(582,000.00)	Carryover grant funding not received
001	019999	30719		STATE GRANTS-ODWI AND OBD	(36,264.14)		(36,264.14)	Carryover grant funding not received
001 Total							(11,011,091.08)	
170	179999	30701		STATE GRANTS	(1,171.16)		(1,171.16)	Carryover grant funding not received
170	179999	30702	00802	Senior Center Transportation	(1,986.99)		(1,986.99)	Carryover grant funding not received
170	179999	30709	00800	HOUSE BILL 2 - CONGREGATE	(4,717.79)		(4,717.79)	Carryover grant funding not received
170 Total							(7,875.94)	
210	219999	30718	00260	LEG. APPROP-CITYWIDE FIBER NET	(709,578.18)		(709,578.18)	Carryover grant funding not received
210	219999	30718	00279	LEG. APPROP - SECURITY UPGRADE	(312,055.83)		(312,055.83)	Carryover grant funding not received
210	219999	30718	00344	LEG APPROP - GUIDANCE CENTER	(50,000.00)		(50,000.00)	Carryover grant funding not received
210	219999	30718	00345	LEG APPROP - SENIOR CENTER	(100,000.00)		(100,000.00)	Carryover grant funding not received
210	219999	30718	00347	LEG APPROP - ANIMAL SHELTER	(200,000.00)		(200,000.00)	Carryover grant funding not received
210	219999	30718	00348	LEG APPROP - PDAP SUBSTANCE AB	(80,000.00)		(80,000.00)	Carryover grant funding not received
210	219999	30718	00361	LEG APPROP - HPD SECURITY IMP	(495,000.00)		(495,000.00)	Carryover grant funding not received
210 Total							(1,946,634.01)	
270	279999	30729		FED/ST FUNDING 27	(1,147,076.92)		(1,147,076.92)	Carryover grant funding not received
270 Total							(1,147,076.92)	
370	379999	30702	00326	CDBG - MIDWEST INFRASTRUCTURE	(750,000.00)		(750,000.00)	Carryover grant funding not received
370 Total							(750,000.00)	
440	449999	30708	00325	HMS MOU - ROADWAY IMPROVEMEN	(250,000.00)		(250,000.00)	Carryover grant funding not received

Revenue

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	AVAILABLE BUDGET	New Requests	Total Budget Request	Notes/Comments
440 Total							(250,000.00)	
480	489999	30701	00284	TRAFFIC SIGNAL COOP - HAWK SYS	(200,000.00)		(200,000.00)	Carryover grant funding not received
480	489999	30702	00358	SR208 NAVAJO BENDER ROADWAY	(950,000.00)		(950,000.00)	Carryover grant funding not received
480 Total							(1,150,000.00)	
620	629999	30701	00097	SEWER LINE REPLACEMENT	(1,400,000.00)		(1,400,000.00)	Carryover grant funding not received
620 Total							(1,400,000.00)	
740	749999	30604		PREMIUM TRANSFERS	(340,221.73)	(459,778.27)	(800,000.00)	Carryover grant funding not received
740 Total							(800,000.00)	
Grand Total							(18,462,677.95)	

FY24 Budget Detail

Expense

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	FY23 ENCUMBRANCES	FY23 AVAILABLE BUDGET	Additions/ Adjustments	Total Budget Requested	Notes/Comments
001	010100	42541		SPECIAL PROJECTS	-	23,500.00		23,500.00	Carryover 4qtr PSA encumbrance
001	010100	42601		PROFESSIONAL SERVICES	102,036.49	53,113.77	105,943.74	261,094.00	Carryover airline subsidy
001	010100	42602		DRUG ALLIANCE	31,750.00	-		31,750.00	Carryover for CDC
001	010100	44901	00054	PUBLIC ARTS INITIATIVE	-	188,472.00		188,472.00	Automatic Capital Carryover
001	010100	44901	00162	MKT RATE INCENTIVE(MF HOUSING)	-	125,000.00		125,000.00	Automatic Capital Carryover
001	010100	44901	00169	AFFORDABLE HOUSING	90,014.00	1,425,000.00		1,515,014.00	Automatic Capital Carryover
001	010100	44901	00170	HOUSING INCENTIVE (SF HOUSING)	362,465.00	422,321.00		784,786.00	Automatic Capital Carryover
001	010100	44901	00291	HOBBS BRANDING PROJECT	-	201,588.85		201,588.85	Automatic Capital Carryover
001	010100	44901	00316	SPECIAL PROJECT - DISTRICT 2	-	269,500.00		269,500.00	Automatic Capital Carryover
001	010100	44901	00317	SPECIAL PROJECT - DISTRICT 3	-	300,000.00		300,000.00	Automatic Capital Carryover
001	010100	44901	00318	SPECIAL PROJECT - DISTRICT 4	-	100,000.00		100,000.00	Automatic Capital Carryover
001	010100	44901	00319	SPECIAL PROJECT - DISTRICT 5	-	203,476.65		203,476.65	Automatic Capital Carryover
001	010100	44901	00320	SPECIAL PROJECT - DISTRICT 6	-	241,239.41		241,239.41	Automatic Capital Carryover
001	010100	44901	00324	HOSPITAL DEVELOPMENT AGREEMENT	-	5,000,000.00		5,000,000.00	Automatic Capital Carryover
001	010100	44901	00334	FRANCHISE FEE RIGHT OF WAY PRO	-	600,000.00		600,000.00	Automatic Capital Carryover
001	010125	42601		PROFESSIONAL SERVICES	3,500.00	-		3,500.00	Carryover for work in progress
001	010125	44901	00290	GATEWAY - WAYFINDING SIGNS	-	40,000.00		40,000.00	Automatic Capital Carryover
001	010140	41101		Salary			17,790.00	17,790.00	Reclassification of 2 Finance positions
001	010140	41110		FICA			1,361.00	1,361.00	Reclassification of 2 Finance positions
001	010140	41112		PERA			2,632.00	2,632.00	Reclassification of 2 Finance positions
001	010140	42210		service mtc contracts			-	-	New funding for cloud based for Munis
001	010140	42601		PROFESSIONAL SERVICES	19,200.00	219,992.42		239,192.42	Carryover for existing project in progress
001	010140	42706		EQUIPMENT UNDER 5000.00	2,084.68	12,545.15		14,629.83	Carryover for new employee equipment purchases and Credit Card Supplies as needed
001	010145	42601		PROFESSIONAL SERVICES	-	8,310.20		8,310.20	Carryover funds for computer/equip
001	010145	42701		COMPUTER/COMP EQUIPMENT	-	50,916.29		50,916.29	Carryover funds for computer/equip
001	010145	42706		EQUIPMENT UNDER 5000.00	102,065.54	-		102,065.54	Carryover funds for computer/equip
001	010145	43001		COMPUTER/COMP EQUIPMENT OVER 5	-	57,076.29		57,076.29	Automatic Capital Carryover
001	010145	43801		COPIERS	-	3,191.50		3,191.50	Carryover funds for computer/equip
001	010145	44901	00247	SECURITY EQUIPMENT PROJECT	7,789.68	96,690.79		104,480.47	Automatic Capital Carryover (dept change from 0207 to 0145)
001	010150	42203		DUES AND SUBSCRIPTIONS	6,200.00	-		6,200.00	Carryover funds for ThomasReuters contract
001	010150	42601		PROFESSIONAL SERVICES	9,000.00	-		9,000.00	Carryover funds for PSA
001	010160	42210		SERVICE/MAINT. CONTRACT	-	20,003.46		20,003.46	Carryover funds for server migration project
001	010160	42601		PROFESSIONAL SERVICES	-	-	5,000.00	5,000.00	New funds to cover grt on security contract not previously considered in budget
001	010160	42607		LEGAL EXPENSE	30,624.60	6,620.60		37,245.20	Carryover funds to pay for court appointed attorney

FY24 Budget Detail

Expense

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	FY23 ENCUMBRANCES	FY23 AVAILABLE BUDGET	Additions/ Adjustments	Total Budget Requested	Notes/Comments
001	010160	44901	00146	COURT SOFTWARE	-	-	-	-	Automatic Capital Carryover
001	010181	42608		CLAIMS BY OTHERS GENERAL LIAB	-	6,000.00		6,000.00	Carryover existing claims by others
001	010190	42608		CLAIMS BY OTHERS GEN LIABILIT	-	3,000.00		3,000.00	Carryover existing claims by others
001	010201	42316		FIREARMS AMMUNITION TARGETS	7,643.30	(1,036.64)		6,606.66	Partial Carrover - Account overspent
001	010201	42601		PROFESSIONAL SERVICES	32,250.00	-		32,250.00	Carryover for existing contract in progress
001	010201	43006		EQUIPMENT OVER 5000	7,504.40	11,050.75		18,555.15	Automatic Capital Carryover
001	010201	43007		FURNITURE/APPLIANCE OVER 5000	123,909.28	1,090.72		125,000.00	Automatic Capital Carryover
001	010201	44901	00150	OUTDOOR FIRING RANGE	-	10,000.00		10,000.00	Automatic Capital Carryover
001	010201	44901	00209	EVIDENTIARY VEH STORAGE/PROCES	-	35,753.49		35,753.49	Automatic Capital Carryover
001	010202	42608		CLAIMS BY OTHERS GEN LIABILIT	-	174,904.92	598,091.74	772,996.66	Carryover existing claims by others and adding additional dollars
001	010202	43003		VEHICLE REPLACEMENT	3,343.12	29,580.26		32,923.38	Automatic Capital Carryover
001	010202	43006		EQUIPMENT OVER 5000	-	6,480.22		6,480.22	Automatic Capital Carryover
001	010203	42204		UNIFORMS	2,719.00	-		2,719.00	Carryover for pending order
001	010203	43001		COMPUTER/COMP EQUIPMENT OVER 5	-	13,075.00		13,075.00	Automatic Capital Carryover
001	010203	43006		EQUIPMENT OVER 5000	18,650.00	11,493.99		30,143.99	Automatic Capital Carryover
001	010203	43007		FURNITURE/APPLIANCE	-	5,000.00		5,000.00	Automatic Capital Carryover
001	010204	42357		ADVERTISING	-	-	18,533.60	18,533.60	Carryover from 304030-42357
001	010204	42361		ACADEMY/RECRUITING	-	-	19,112.35	19,112.35	Carryover from 304030-42361
001	010206	43004		VEHICLE - NEW	-	7,055.84	101,637.86	108,693.70	Automatic Capital Carryover + transfer of encumbrance from 304030-43004
001	010204	43006		EQUIPMENT OVER 5000	-	32,255.00		32,255.00	Automatic Capital Carryover
001	010207	44901	00113	EAGLE IC	-	20,877.12		20,877.12	Automatic Capital Carryover
001	010207	44901	00257	HPD INTERNET NETWORK	-	9,994.04		9,994.04	Automatic Capital Carryover
001	010208	42601		PROFESSIONAL SERVICES	77,761.54	16,423.42	125,000.00	219,184.96	contribution from Lea County - Weber's discretionary funding for HAAC Operations
001	010208	42601	00338	NM BOARD OF VET MED SPAY/NEUTE	-	10,798.40		10,798.40	Carryover of grant funding
001	010208	42601	00339	CARROLL PETRIE SPAY/NEUTER GRA	756.25	-		756.25	Carryover of grant funding
001	010208	42601	00340	MADDOX MATCHING SPAY/NEUTER GR	7,997.66	20,000.00		27,997.66	Carryover of grant funding
001	010208	42601	00370	HAAC OPERATING LEA COUNTY	-	50,000.00		50,000.00	Carryover of grant funding
001	010208	42601	00371	HAAC SPAY&NEUTER (LONG)	-	250,000.00		250,000.00	Carryover of grant funding
001	010208	43003		VEHICLE REPLACEMENT	-	9,867.50		9,867.50	Automatic Capital Carryover
001	010208	43006		EQUIP OVER 5000.00	-	102,853.00		102,853.00	Automatic Capital Carryover
001	010208	43013		BUILDING IMPROVEMENTS	23,656.39	37,859.72		61,516.11	Automatic Capital Carryover
001	010209	42601		PROFESSIONAL SERVICES	38,429.88	-		38,429.88	
001	010209	42704		VEHICLES - NEW	-	-	(301,471.40)	(301,471.40)	Carryover for in progress condemnation demo
001	010220	42401		RADIO INSTRUMENTS	19,995.33	-		19,995.33	Removal of error in preliminary budget
									Carryover for portable radios \$9057.83 and radio batteries \$10,931.65. Backordered due to supply issues

FY24 Budget Detail

Expense

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	FY23 ENCUMBRANCES	FY23 AVAILABLE BUDGET	Additions/ Adjustments	Total Budget Requested	Notes/Comments
001	010220	42402		VEHICLE MAINTENANCE	12,434.31	-		12,434.31	Carryover for truck bed shells/covers - ordered March 2023 - no delivery date yet
001	010220	42411		MAINT. OF UNIFORMS & EQUIP	16,630.00	-		16,630.00	Carryover for helmets & sheilds - order partially received
001	010220	42412		HOSE MAINTENANCE	13,100.00	-		13,100.00	Carryover for fire hose ordered Feb 2023. Backordered due to supply chain issues
001	010220	42638	00250	RESTRICTED EXP -CONOCO/PHILLIP	923.17	3,763.34		4,686.51	Carryover remaining HFD Grant
001	010220	42638	00252	RESTRICTED EXP - OXY	-	15,187.00		15,187.00	Carryover remaining HFD Grant
001	010220	42638	00253	RESTRICTED EXP - DEVON	-	1,183.32		1,183.32	Carryover remaining HFD Grant
001	010220	42638	00362	RESTRICTED FIRE DONATION - PAA	-	6,500.00		6,500.00	Carryover remaining HFD Grant
001	010220	43005		SECURITY EQUIPMENT	-	20,000.00		20,000.00	Automatic Capital Carryover
001	010220	43006		EQUIPMENT OVER 5000	-	50,840.00		50,840.00	Automatic Capital Carryover
001	010220	43013		BUILDING IMPROVEMENTS	16,622.88	100,972.72		117,595.60	Automatic Capital Carryover
001	010220	44901	00343	EXPENSE - SAFE HAVEN BABY BOX	-	9,251.00		9,251.00	Automatic Capital Carryover
001	010310	46325		BOND ISSUE C FUNDS	-	36,798.93		36,798.93	Automatic Capital Carryover
001	010320	42608		CLAIMS BY OTHERS GEN LIABILIT	-	79.02		79.02	Carryover existing claims by others
001	010320	43003		VEHICLE REPLACEMENT	-	9,966.64		9,966.64	Automatic Capital Carryover
001	010320	43006		EQUIPMENT OVER 5000	56,921.90	6,628.67		63,550.57	Automatic Capital Carryover
001	010320	43011		LAND IMPROVEMENTS	72,054.31	55,580.97		127,635.28	Automatic Capital Carryover
001	010320	43013		BUILDING IMPROVEMENTS	16,269.84	4,550.52		20,820.36	Automatic Capital Carryover
001	010320	44901	00099	PARK PLAYGROUNDS	1,693.40	177,411.08		179,104.48	Automatic Capital Carryover
001	010320	44901	00337	CHARLIE BROWN PARK IMP	71,938.61	80,701.25		152,639.86	Automatic Capital Carryover
001	010321	43006		EQUIPMENT OVER 5000	-	7,621.33		7,621.33	Automatic Capital Carryover
001	010321	43011		LAND IMPROVEMENTS	-	39,479.49		39,479.49	Automatic Capital Carryover
001	010321	43801		BLEACHER COVERS-COMPLEX 1 & 2	10,913.14	7,912.61		18,825.75	Automatic Capital Carryover
001	010321	44901	00186	BASEBALL COMPLEX	13,171.88	29,556.86		42,728.74	Automatic Capital Carryover
001	010326	43006		EQUIPMENT OVER 5000	52,896.45	43,238.28		96,134.73	Automatic Capital Carryover
001	010326	43801		FISH STOCKING	12,000.00	-		12,000.00	Automatic Capital Carryover
001	010335	42403		MACHINE REPAIR AND MAINTENANCE	6,448.03	-		6,448.03	Carryover for inspection/repair on boilers at pools
001	010335	43006		EQUIPMENT OVER 5000	-	23,530.75		23,530.75	Automatic Capital Carryover
001	010335	43006	00168	HEIZER/HUMBLE ENHANCEMENTS	-	146,197.17		146,197.17	Automatic Capital Carryover
001	010335	44901	00176	SPLASH PADS	3,662.54	39,086.92		42,749.46	Automatic Capital Carryover
001	010335	44901	00376	Multigenerational Aquatics Facility			1,000,000.00	1,000,000.00	New request for Aquatics Design fees- Approximate total project cost \$10,000,000. Request is for planning and design fees only.
001	010342	42601		PROFESSIONAL SERVICES		12,760.00	2,240.00	15,000.00	Carryover and add funds to enter into agreement with TextMyGov
001	010410	42502		REPAIR-SIDEWALK	2,581.84	-		2,581.84	Carryover for work in progress
001	010410	42526		TRAFFIC CALMING PROGRAM	1,084.74			1,084.74	Carryover for work in progress

Expense

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	FY23 ENCUMBRANCES	FY23 AVAILABLE BUDGET	Additions/ Adjustments	Total Budget Requested	Notes/Comments
001	010410	44901	00079	MAJOR THOUROUGHFARE PLAN IMP	-	12,930.88		12,930.88	Automatic Capital Carryover
001	010410	44901	00160	DRAINAGE MASTER PLAN	-	486,853.02		486,853.02	Automatic Capital Carryover
001	010410	44901	00224	CENTRAL/GRIMES/JHB INTER. IMP	20,000.00	755,000.00		775,000.00	Automatic Capital Carryover
001	010412	42404		SIGNALS AND SIGNS	48,483.38	-		48,483.38	Carryover for pending work/equipment PO
001	010412	42408		SOFTWARE-DATA PROCESSING	8,000.00	-		8,000.00	Carryover for pending work/equipment PO
001	010412	43006		EQUIPMENT OVER 5000	0.03	9,394.91		9,394.94	Automatic Capital Carryover
001	010412	44901	00159	TRAFFIC SIGNAL COMM UPGRADE	5,579.99	68,282.96		73,862.95	Automatic Capital Carryover
001	010412	44901	00260	CITYWIDE NETWORK	7,694.10	315,223.76		322,917.86	Automatic Capital Carryover
001	010415	42608		CLAIMS BY OTHERS GEN LIABILIT	-	3,086.92		3,086.92	Carryover existing claims by others
001	010415	44901	00158	AERIALS DTM AND CONTOURS	38,988.20	33,438.20		72,426.40	Automatic Capital Carryover
001	010420	43006		EQUIPMENT OVER 5000	54,150.11	1,849.89		56,000.00	Automatic Capital Carryover
001	010421	44901	00242	BUILDING ROOF UPGRADES	38,238.88	440,142.30		478,381.18	Automatic Capital Carryover
001	010421	44901	00245	GENERATORS	-	250,000.00		250,000.00	Automatic Capital Carryover
001	010421	44901	00279	SECURITY UPGRADES - CITYWIDE	11,839.09	54,182.45		66,021.54	Automatic Capital Carryover
001	010421	44901	00285	HVAC REPLACEMENT PROJECT	54,088.72	15,625.26		69,713.98	Automatic Capital Carryover
001	010422	42608		CLAIMS BY OTHERS GEN LIABILIT	-	2,008.55		2,008.55	Carryover existing claims by others
001	010423	43003		VEHICLE REPLACEMENT	-	299,000.00		299,000.00	Automatic Capital Carryover
001	010423	44901	00148	PAVING REHABILITATION	113,060.71	1,888,753.71	(2,001,814.42)	-	Carryover paving rehab in InterGov Grant fund for use with Lea County Funding (Fund change - from 010423 in GF \$1888,753.71)
001	010423	44901	00288	DRAINAGE IMPROVEMENTS	-	5,049.44		5,049.44	Automatic Capital Carryover
001 Total								17,719,428.11	
160	164016	42357	00246	LODGERS TAX ADVERTISING	2,875.00	-		2,875.00	Carryover for Lodg Tax Award
160	164016	42501		BUILDING AND GROUNDS	10,420.00	-		10,420.00	Carryover for current Lodgers' Tax Award
160	164016	42608		CLAIMS BY OTHERS GEN LIABILIT	-	2,261.06		2,261.06	Carryover existing claims by others
160	164016	43001		COMPUTER/COMP EQUIP OVER 5000.	20,176.94	54,584.03		74,760.97	Automatic Capital Carryover
160	164016	43006		EQUIP OVER 5000.00	58,664.45	135,283.20		193,947.65	Automatic Capital Carryover
160	164016	44901	00200	HWLC (DESIGN)	18,124.34	53,406.25		71,530.59	Automatic Capital Carryover
160	164016	44901	00228	HWLC (CONSTRUCTION)	38,428.84	153,811.41		192,240.25	Automatic Capital Carryover
160	164016	44901	00254	ART FOR CORE (1)	-	5,301.78		5,301.78	Automatic Capital Carryover
160 Total								553,337.30	
170	174017	42608		CLAIMS BY OTHERS GEN LIABILIT	-	3,000.00		3,000.00	Carryover existing claims by others
170	174017	43006		EQUIPMENT OVER 5000	-	8,460.15		8,460.15	Automatic Capital Carryover
170 Total								11,460.15	
180	184315	43003		VEHICLE REPLACEMENT	-	-		-	Automatic Capital Carryover
180	184315	43006		EQUIP OVER 5000.00	80,800.52	30,321.10		111,121.62	Automatic Capital Carryover
180	184315	44901	00164	GOLF COURSE RENOVATION	-	1,155,000.00		1,155,000.00	Automatic Capital Carryover
180	184316	42232		SERVICE-JANITOR	2,839.28	3,939.75	8,939.00	15,718.03	Increase to Janitorial Service at Rockwind
180	184316	42601	00217	PROFESSIONAL SERVICES	33,275.00	-		33,275.00	Carryover for current Lodgers' Tax Award
180	184316	43006		EQUIP OVER 5000.00	6.35	7,494.81		7,501.16	Automatic Capital Carryover
180	184316	43013		BUILDING IMPROVEMENTS	-	94,459.80		94,459.80	Automatic Capital Carryover

FY24 Budget Detail

Expense

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	FY23 ENCUMBRANCES	FY23 AVAILABLE BUDGET	Additions/ Adjustments	Total Budget Requested	Notes/Comments
180 Total								1,417,075.61	
190	194019	42608		CLAIMS BY OTHERS GEN LIABILIT	-	153.12		153.12	Carryover existing claims by others
190	194019	43011		LAND IMPROVEMENTS	254,599.73	25,252.46		279,852.19	Automatic Capital Carryover
190 Total								280,005.31	
210	214021	44901	00260	LEG APPROP- CITYWIDE FIBER NET	-	754,392.81		754,392.81	Automatic Capital Carryover
210	214021	44901	00279	LEG APPROP - SECURITY UPGRADES	109,262.46	6,397.85		115,660.31	Automatic Capital Carryover
210	214021	44901	00302	LEG APPROP - FIRE TRUCK & AERI	-	-		-	Automatic Capital Carryover
210	214021	44901	00361	LEG APPROP - HPD SECURITY IMP	68,637.00	426,363.00		495,000.00	Automatic Capital Carryover
210 Total								1,365,053.12	
220	224022	41111	00368	FICA		2,828.89		2,828.89	Carryover LERF - distributed in July
220	224022	41119	00368	LERF Distribution		36,979.28		36,979.28	Carryover LERF - distributed in July
220	224022	44901	00097	LC Sewer Line Rplc		5,000,000.00		5,000,000.00	Automatic Capital Carryover
220	224022	44901	00148	PAVING REHABILITATION	-	10,000,000.00		10,000,000.00	Carryover paving rehab in InterGov Grant fund for use with Lea County Funding (Fund change - from 010423 in GF \$1888.753.71)
220	224022	44901	00322	AMERICAN RESCUE PLAN EXPENSE	-	9,671,031.00		9,671,031.00	Automatic Capital Carryover
220	224022	44901	00375	LC Sewer Line Rplc		3,201,888.00		3,201,888.00	Automatic Capital Carryover
220 Total								27,912,727.17	
230	234023	42238		CHAMBER ADVERTISING EXPENSE	120,317.92	102,517.08		222,835.00	Carry over for current Lodgers' Tax Awards
230 Total								222,835.00	
270	274027	43003		VEHICLE REPLACEMENT	145,158.00	134,842.00		280,000.00	Automatic Capital Carryover
270	274027	43006		EQUIPMENT OVER 5000	-	30,713.00		30,713.00	Automatic Capital Carryover
270	274027	43008		IMPROVEMENTS/RENOVATIONS	-	82,103.00		82,103.00	Automatic Capital Carryover
270 Total								392,816.00	
280	284028	43002		COMPUTER SOFTWARE OVER 5000	-	10,800.01		10,800.01	Automatic Capital Carryover
280	284028	43003		VEHICLE REPLACEMENT	53,007.00	10,481.26		63,488.26	Automatic Capital Carryover
280	284028	43006		EQUIPMENT OVER 5000	-	100,965.78		100,965.78	Automatic Capital Carryover
280	284028	44901	00336	TRAINING FACILITY REMODEL/CONS	-	100,000.00		100,000.00	Automatic Capital Carryover
280 Total								275,254.05	
300	304030	42357		ADVERTISING	18,566.30	-	(18,566.30)	-	remove from fund and transfer to 010204
300	304030	42361		ACADEMY/RECRUITING	19,112.35		(19,112.35)	-	remove from fund and transfer to 010204
300	304030	42324		MISC AND EMERGENCY			139,316.51	139,316.51	Budget to write refund check to state on unused grant funds
300	304030	43004		VEHICLE - NEW	101,637.86	-	(101,637.86)	-	remove from fund and transfer to 010204
300 Total								139,316.51	
370	374037	44901	00232	NEW CDBG PROJECT	11,636.12	34,498.30		46,134.42	Automatic Capital Carryover
370	374037	44901	00326	CDBG - MIDWEST INFRASTRUCTURE	-	1,250,000.00		1,250,000.00	Automatic Capital Carryover
370 Total								1,296,134.42	
440	444044	44901	00073	JT UTIL EXTENSION	442,463.70	324,270.78		766,734.48	Automatic Capital Carryover
440	444044	44901	00200	HWLC (INFR/UTIL)	135,249.10	661,250.90		796,500.00	Automatic Capital Carryover
440	444044	44901	00289	WEST HOBBS WATER/SEWER EXT.	153,107.32	500,984.81		654,092.13	Automatic Capital Carryover

Expense

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	FY23 ENCUMBRANCES	FY23 AVAILABLE BUDGET	Additions/ Adjustments	Total Budget Requested	Notes/Comments
440 Total								2,217,326.61	
480	484048	44901	00046	MISC. STREET/DRAINAGE IMPS.	334,491.55	200,915.95		535,407.50	Automatic Capital Carryover
480	484048	44901	00178	WEST BENDER IMPROVEMENTS	466,845.06	1,293,552.97		1,760,398.03	Automatic Capital Carryover
480	484048	44901	00179	COLLEGE LANE INTERSECTION	235,729.74	314,270.26		550,000.00	Automatic Capital Carryover
480	484048	44901	00181	DAL PASO REHABILITATION	-	350,000.00		350,000.00	Automatic Capital Carryover
480	484048	44901	00244	RR CROSSING IMPROVEMENTS	-	295,047.32		295,047.32	Automatic Capital Carryover
480	484048	44901	00284	TRAFFIC SIGNAL COOP - HAWK SYS	17,049.08	269,813.74		286,862.82	Automatic Capital Carryover
480	484048	44901	00295	Dal Paso Map Grant	47,491.27	714,485.74		761,977.01	Automatic Capital Carryover
480	484048	44901	00349	GRIMES STREET IMPROVEMENT	20,000.00	330,000.00		350,000.00	Automatic Capital Carryover
480	484048	44901	00358	SR208 NAVAJO BENDER ROADWAY	-	1,200,000.00		1,200,000.00	Automatic Capital Carryover
480 Total								6,089,692.68	
600	604600	42608		CLAIMS BY OTHERS GEN LIABILIT	-	7,414.67		7,414.67	Carryover existing claims by others
600	604610	43801		12 VOLT PORTABLE PUMPS	-	5,750.00		5,750.00	Automatic Capital Carryover
600	604620	43015		UTILITY EQUIPMENT	-	250,000.00		250,000.00	Automatic Capital Carryover
600	604650	43015		UTILITY EQUIPMENT	-	23,449.00		23,449.00	Automatic Capital Carryover
600	604685	42601		PROFESSIONAL SERVICES	3,500.00	-		3,500.00	Carryover for Water Master Plan in progress
600	604685	42705		SECURITY EQUIPMENT	12,897.87	-		12,897.87	Carryover for project pending - work scheduled for mid july
600	604685	42715		UTILITY EQUIPMENT	1,799.76	-		1,799.76	Carryover for items pending shipping
600 Total								304,811.30	
610	614061	43005		SECURITY EQUIPMENT	3.19	7,815.67		7,818.86	Automatic Capital Carryover
610	614061	43006		EQUIP OVER 5000.00	-	10,814.11		10,814.11	Automatic Capital Carryover
610	614061	43015		UTILITY EQUIPMENT	-	65,636.00		65,636.00	Automatic Capital Carryover
610	614061	44901	00091	AUTOMATED METER READING SYS	1,102.40	227,986.60		229,089.00	Automatic Capital Carryover
610	614061	44901	00094	WATERLINE REPLACEMENT	7,888.55	1,167,354.38		1,175,242.93	Automatic Capital Carryover
610	614061	44901	00095	NEW WATER WELL	45,395.31	504,604.69		550,000.00	Automatic Capital Carryover
610	614061	44901	00107	WATER DEVELOPMENT/40 YR PLAN	-	62,680.70		62,680.70	Automatic Capital Carryover
610	614061	44901	00203	WATER PRODUCTION PRV STATION	42,439.38	175,077.32		217,516.70	Automatic Capital Carryover
610	614061	44901	00287	BPS & WATERWELL METER RPLCMNT	-	24,521.41		24,521.41	Automatic Capital Carryover
610	614061	44901	00335	WATER & WASTEWATERMASTER PLAN	400,954.14	94,830.00		495,784.14	Automatic Capital Carryover
610 Total								2,839,103.85	
620	624062	43013		BUILDING IMPROVEMENTS	24,863.50	59,005.52		83,869.02	Automatic Capital Carryover
620	624062	44901	00037	WWTP PLANT TREATMENT/ EXPANSIO	-	228,189.19		228,189.19	Automatic Capital Carryover
620	624062	44901	00096	REFURBISH LIFT STATION	13,351.56	116,087.27		129,438.83	Automatic Capital Carryover
620	624062	44901	00097	SEWER LINE REPLACEMENT	66,599.47	10,127,074.17	(5,000,000.00)	5,193,673.64	Automatic Capital Carryover (reduction due to transfer of cost to intergov grant fund)
620	624062	44901	00205	DIGESTER PROJECT	-	17,122.73		17,122.73	Automatic Capital Carryover
620	624062	44901	00248	MANHOLE REHAB PROJECT	-	483,682.00		483,682.00	Automatic Capital Carryover
620	624062	44901	00259	GROUNDWATER REMEDIATION	-	106,805.68		106,805.68	Automatic Capital Carryover
620	624062	44901	00286	CENTRIFUGE UNIT #1 REFURBISH	170,136.67	186,482.50		356,619.17	Automatic Capital Carryover

FY24 Budget Detail

Expense

FUND	ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	FY23 ENCUMBRANCES	FY23 AVAILABLE BUDGET	Additions/ Adjustments	Total Budget Requested	Notes/Comments
620	624062	44901	00321	SCADA System Replacement Proj	6,921,054.97	78,945.03		7,000,000.00	Automatic Capital Carryover
620 Total								13,599,400.26	
630	634370	42215		RECONDITIONING OF PUMPS	4,840.00	-		4,840.00	Carryover for West Tech order not invoiced
630	634370	42506		WATER DISTRIBUTION	4,294.08	1,065.00		5,359.08	Carryover for purchase order for parts that have not arrived yet
630	634370	42537		HEATING & AIR CONDITIONING	7,201.74	1,932.50		9,134.24	Carryover for AC repair - waiting on parts
630	634370	43003		VEHICLE REPLACEMENT	70,703.00	4,297.00		75,000.00	Automatic Capital Carryover
630	634370	43015		UTILITY EQUIPMENT	54,974.72	37,498.58		92,473.30	Automatic Capital Carryover
630	634375	42215		RECONDITIONING OF PUMPS	9,023.22	-		9,023.22	Carryover for parts that have not arrived
630	634375	42506		WATER DISTRIBUTION	4,399.75	366.80		4,766.55	Carryover for parts that have not arrived
630	634375	43015		UTILITY EQUIPMENT	19,766.00	118,880.55		138,646.55	Automatic Capital Carryover
630	634380	43015		UTILITY EQUIPMENT	34,414.21	136,147.33		170,561.54	Automatic Capital Carryover
630	634380	43801		VFD/REBUILD #1 & #2 PUMPS	208,724.00	8,966.09		217,690.09	Automatic Capital Carryover
630 Total								727,494.57	
740	744074	42608		CLAIMS BY OTHERS GEN LIABILIT	80,256.18	258,925.18	460,818.64	800,000.00	Carryover existing funds in claims by others and adding additional dollars
740 Total								800,000.00	
Grand Total								78,163,272.02	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: FINAL ADOPTION OF AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR THE OFFICE SUITE LOCATED ON THE SECOND FLOOR OF THE CITY HALL ANNEX, 200 E. BROADWAY, HOBBS, NEW MEXICO 88240

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 14, 2023
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary:

This is a ten-year proposed lease agreement between the City of Hobbs and the Economic Development Corporation of Lea County for exclusive use of 3,650 square feet of office/vault area and shared access to a 270 square foot conference room, utility/storage room, restrooms and refreshment area located on the second floor of the City Hall Annex building. This space has historically been leased to the Economic Development Corporation of Lea County since at least April 2, 2007. This Ordinance was published in the Hobbs News-Sun on June 29, 2023, and a copy of the proposed ordinance was available in the City Clerk's Office for inspection and public review.

Fiscal Impact:

Reviewed By: Finance Department

The City will receive \$53,381.00 a year in rental income for the initial term of this lease (10 years). The EDC may renew the lease for an additional five years at the same rate.

Attachments:

Ordinance; Lease Agreement; and Affidavit of Publication

Legal Review:

Approved As To Form: Valerie S. Chacon City Attorney

Recommendation:

The Commission should approve this Ordinance.

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

ORDINANCE NO. 1154

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR THE OFFICE SUITE LOCATED ON THE SECOND FLOOR OF THE CITY HALL ANNEX, 200 E. BROADWAY, HOBBS, NEW MEXICO 88240

BE IT ORDAINED 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, a Lease Agreement with the Economic Development Corporation of Lea County for the office suite located on the second floor of the City Hall Annex, 200 E. Broadway, Hobbs, New Mexico 88240. A copy of said Lease Agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**CITY OF HOBBS
REAL ESTATE AND PROPERTY LEASE**

THIS LEASE is made the ____ day of _____, 2023, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as “Lessor”) and the Economic Development Center of Lea County, Inc., a non-profit corporation with a principle place of business of 200 E. Broadway, Suite A201, Hobbs, New Mexico 88240 (hereinafter referred to as “Lessee”).

1. Lease Property.

In consideration of the terms and conditions in this lease, Lessor leases to Lessee, and Lessee leases from Lessor, those premises with appurtenances, situated in Hobbs, County of Lea, New Mexico, described as:

The second floor of the City Hall Annex building located at 200 E. Broadway, Hobbs, New Mexico. 3,650 square feet of the leased space consists of office area covering the entire width of the second floor from the elevator north and the vault area comprises the Lessee’s core leased space. The 270 square foot executive conference room, utility/storage room, restrooms and refreshment area are common access areas for Lessee and the other lessee housed in the 975 square foot suite in the southwest corner of the second floor. The waiting area adjacent to the stairwell and the elevator is public space. In addition, Lessee shall have access to use the kitchen/conference area on the third floor of the City Annex building and the patio area of the main City Hall Building at 200 E. Broadway, Hobbs, New Mexico. The uses of such kitchen/conference area and patio area shall be coordinated with other occupants or users of such areas.

and commonly known as: 200 E. Broadway, Suite A201, Hobbs, NM 88240

The property described above shall hereinafter be referred to as the “Lease Property,” which shall include all improvements, furnishings, fixtures, buildings, parking lots, and access points. The Lease Property shall not include the 975 square foot suite in the southwest corner of the second floor of the City Hall Annex. The acreage of the Lease Property is: N/A. The square footage of all building space of the Lease Property is: 3,650. The Lease Property contains no designated parking lots and shared public parking shall be utilized.

2. Lease Term.

The initial term of this Lease is for: ten (10) years. The initial term of this Lease shall commence on July 1, 2023, and shall end on June 30, 2033. In partial consideration for rent paid under this Lease, Lessor does grant Lessee, its successors and assignees the first option to renew this Lease.

The renewal shall be for a term of five (5) years and shall be subject to the same terms and conditions set forth in this Lease for the initial term, except as may be provided otherwise in this Lease with regard to rent. Lessee must exercise this option by giving Lessor written notice at least six (6) months prior to the expiration of the initial term. Lessee shall be entitled to renew this Lease only if Lessee is not in default under the Lease when the option to renew is delivered to Lessor.

3. No Holding Over.

Lessee shall not hold over or maintain a continued use or occupancy of the Lease Property. At the expiration of the Lease term and any subsequent renewals, or upon termination, Lessee shall surrender the Lease Property in accordance with Paragraph 12 herein.

4. Rent.

In consideration of this Lease, Lessee shall pay rent in the following manner:

Year	Date Beginning	Annual Amount	Quarterly Amount	
1	07/01/2023	\$ 53,381.00	\$ 13,345.25	Initial Term
2	07/01/2024	\$ 53,381.00	\$ 13,345.25	Initial Term
3	07/01/2025	\$ 53,381.00	\$ 13,345.25	Initial Term
4	07/01/2026	\$ 53,381.00	\$ 13,345.25	Initial Term
5	07/01/2027	\$ 53,381.00	\$ 13,345.25	Initial Term
6	07/01/2028	\$ 53,381.00	\$ 13,345.25	Initial Term
7	07/01/2029	\$ 53,381.00	\$ 13,345.25	Initial Term
8	07/01/2030	\$ 53,381.00	\$ 13,345.25	Initial Term
9	07/01/2031	\$ 53,381.00	\$ 13,345.25	Initial Term
10	07/01/2032	\$ 53,381.00	\$ 13,345.25	Initial Term
11-15	07/01/2033	\$ 53,381.00	\$ 13,345.25	Renewal Term

The total rent for the initial term is: \$533,810.00. The Lessee has the sole responsibility for paying rent. Lessee shall not be penalized for prepaying the entire total rent for the initial term at the beginning of the lease term, nor shall Lessee be penalized for prepaying an annual amount for any given year. Lessee, pursuant to Paragraph 6 below, may make repairs to the Lease Property. Completion of repairs shall serve as additional consideration for the favorable terms of this Lease. Lessee shall not receive “offset” of any rent as a result of any repairs.

5. Use of Lease Property.

Lessee shall use the Lease Property for non-profit services to the Hobbs, New Mexico community. More particularly, Lessee shall use the Lease Property for:

Offices wherein the EDC of Lea County shall recruit new, quality businesses to Lea County and assist with the retention and expansion of existing industry.

Lessee agrees that Lessor has conditioned the favorable terms of this Lease on Lessee's continued non-profit services as outlined above. Should Lessee cease utilizing the Lease Property for the purpose above, Lessor reserves the right to seek all appropriate legal action including, but not limited to, action to terminate the Lease. Lessor agrees that the Lease Property is suitable for the purpose above, or has revealed to Lessee any reasons Lessor knows of or reasonably should know of why the premises might not be suitable for such purpose(s).

6. Conditions of Lease Property.

Lessor warrants that the premises are in good and safe conditions, structurally sound and of safe design and that they comply with all applicable building codes, ordinances, rules and regulations, except as noted:

N/A

All noted conditions shall be rectified prior to the inception of this Lease or within sixty (60) days thereafter unless waived in writing by Lessee. In the event that a noted condition is waived, Lessor shall have no liability associated in any way with the presence of noted condition.

Further, Lessee has been given the opportunity to inspect the premises, or has voluntarily waived the opportunity to inspect the premises, and has accepted the premises as in good and safe condition and otherwise fit for use to achieve their stated purpose. Lessee may, with prior written permission of Lessor, make necessary repairs to the Lease Property. However, Lessee will not receive any rent "offset" for any repairs conducted.

7. Accessibility for the Disabled.

Lessee warrants that the premises shall meet standards consistent with the Americans with Disabilities Act (ADA) during all times of business operations, and shall at a minimum meet the same standards within sixty (60) calendar days of the execution of this Lease. The Lessee also warrants that the premises will be maintained at all times in compliance with these standards.

8. Delivery of Possession.

Lessor warrants that the premises will be vacant and will put Lessee in possession on the first day of the initial term or any subsequent term.

9. Damage to Lease Property.

If at the inception of this Lease or at any time thereafter (including any renewal) all or any part of the Leased Premises shall be damaged or destroyed through any cause attributed in any way to Lessee, other than a weather event or act of God, Lessee shall be responsible for all repairs and costs associated with the repair of the same. In making any repairs, Lessee shall first notify Lessor of the damage and provide a timeline for repairs. Lessor shall cooperate with Lessee in allowing all repairs to be made in a timely fashion. Lessee shall as soon as practical, inform

Lessor of any and all damage attributed to a weather event or act of God and Lessor shall be responsible for all repairs and costs associated with the repair of the same.

10. Alterations.

Lessee shall obtain Lessor's written permission before making any alterations or improvements of a permanent nature to any portion of the Lease Property.

11. Ownership of Improvements.

All alterations and improvements made to or placed in the Lease Property by Lessee are and shall remain the Lessee's property except as the parties mutually agree otherwise in writing, but only if such alterations and improvements are temporary in nature and can be removed without undue damage to the Lease Property and are, in fact, removed by Lessee prior to termination of this Lease or any renewal thereof. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the Lease Property shall become Lessor's property except as the parties mutually agree otherwise in writing. For purposes of this section, permanent alterations and improvements include, but are not limited to, any buildings, fences, additions, fixtures, or other structures of any kind. Any improvements present in the Lease Property at the inception of the Lease shall remain on the Lease Property for the duration of the lease term.

12. Condition of Lease Property Upon Surrender.

At the termination of this Lease, Lessee shall surrender the Lease Property in the condition in which they were at the inception of this Lease, excepting: deterioration caused through reasonable use and ordinary wear and tear; and alterations, improvements or conditions made with Lessor's written approval.

13. Payment of Assessments, etc.

Lessee shall pay as they become due all assessments, of any kind, payable in respect to any alterations and improvements on the Lease Property during the term of this Lease. If Lessee defaults in paying any such amounts, Lessor, in its sole discretion, may pay any assessments. Upon doing so, Lessor shall be subrogated to the creditor's rights and may pursue payment of the same, to satisfy any outstanding balances. Lessee shall not pledge, in any manner, the Lease Property or any of the structures or fixtures thereon, as collateral or otherwise allow any liens or mortgages to attach to any portion of the Lease Property whatsoever.

14. Utilities, Janitorial Services and Supplies.

Lessee shall pay the following utilities associated with the Lease Property: telephone services, internet services, and any other utility not expressly provided by the Lessor. Additionally, Lessee shall ensure that all premises and buildings are kept clean and sanitary and shall pay for any services necessary to meet this obligation.

15. Right of Entry.

Lessor or its agent has a right to enter upon the Lease Property to inspect, to make repairs and for other reasonable purposes. Lessor shall provide Lessee at least 48-hours advanced notice prior to entering upon the Lease Property. Lessor shall obtain acknowledgment form Lessee, which shall not unreasonably be withheld, prior to entering upon the Lease Property. In an emergency, such as a fire, Lessor or its agent may enter the premises without securing Lessee's prior permission, but shall give Lessee notice of entry as soon thereafter as practicable.

16. Duty to Maintain Premises.

Lessee has the duty to maintain the exterior of the Lease Property, including but not limited to: windows, grounds, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition. Lessee has the duty to maintain the interior of the Lease Property, including but not limited to: cooling system, heating system, plumbing, lighting, doors, floorings, wall finishes. Lessee will be responsible for all costs associated with their duty to maintain the premises as set out herein.

17. Right to Assign or Sublease.

Lessee may assign or sublease the Lease Property only upon express written consent by Lessor, which shall not be unreasonably withheld, on the condition that any assignee or sub-lessee utilize the Lease Property for the purpose set forth herein.

18. Duty to Insure and Indemnity.

During the term of this Lease and any extension thereof, Lessee shall provide coverage for liability of Lessee and its employees, agents, officers and assigns, and for its personal property and tenant's improvements and betterments. During the term of this Lease and any extension thereof, Lessee shall maintain in force a policy or policies of insurance providing: comprehensive general liability coverage of not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance policy or policies shall name the "City of Hobbs, its branches, agencies, instrumentalities and public employees" as additional insured, and fire lightning and extended coverage, or "all risk" coverage, for at least 80% of the actual cash value of the Lease Property. All policies contemplated herein shall be primary. Lessee shall provide certificates of coverage evidencing compliance with this section which shall be attached to this Lease at the time of execution. Lessee shall notify Lessor within ten (10) calendar days after cancellation or expiration of any required coverage. Lessee shall indemnify and hold harmless the City of Hobbs, its agents, employees, officers, and elected officials against any and all claims in any way associated with Lessee's business or the use of the Lease Property for the same. Lessee shall notify Lessor within ten (10) calendar days of any action at law that may be brought against Lessee in any way associated with their use of the Lease Property.

19. Right to Terminate upon Breach of Condition of Agreement.

Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) calendar days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period. Upon termination of the Lease, the Lessee shall surrender the Lease Property to the Lessor and shall be obligated to pay rent only to the date of surrender.

20. Special Damages.

If through Lessee's willful breach of any term or condition, Lessor may not lease the Lease Property or otherwise fulfill the business purpose of the property to the benefit of the taxpayers of Hobbs, New Mexico, Lessor may recover, in addition to any other damages, special damages, including the cost of value lost, remediation and mitigation costs and all other reasonably ascertainable costs connected with finding an alternate tenant for the Lease Property.

21. Lease Binding on Heirs and Assigns.

This Lease is binding upon the heirs, executors, administrators, personal representatives, assignees and successors-in-interest of the parties.

22. Amendments to be in Writing.

This Lease shall not be altered or amended except by instrument in writing executed by both the Lessor and Lessee.

23. Address for Notices, Payment of Rent, etc.

Notices required under this Lease and rental payments shall be made at the following address, except as changed by written notice to the opposite party:

To the LESSOR: City of Hobbs
200 E. Broadway
Hobbs, NM 88240
(575) 397-9226
(575) 397-9334 – fax
sbaker@hobbsnm.org

To the LESSEE: EDC of Lea County
200 E. Broadway,
Suite A201
Hobbs, NM 88240
(575) 397-2039
edclc@edclc.org

24. Merger of Prior Agreement.

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

25. Certificates and Documents Incorporated.

All certificates and documentation required by the provisions of this Lease shall be attached to the Lease at the time of execution, and are hereby incorporated in this written Lease to the extent they are consistent with its terms and conditions.

26. Environmental Safety.

Lessor warrants that the premises have undergone, if required, an environmental study the results of which show that the premises comply with any and all state environmental regulations. Alternatively, by accepting possession of the leased premises without a complete environmental study, Lessee waives all claims associated with any environmental hazard which threatens the life, health or safety of Lessee's business interests or employees. Lessor shall disclose any and all known or suspected hazards that result from any environmental study to Lessee prior to Lessee taking possession of the Leased Premises. Lessor shall not be held liable, in any cause of action, for hazardous conditions Lessor was not aware of, after due diligence, at the time of transfer of the Leased Premises to Lessee.

27. Notice.

The Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) imposes civil and misdemeanor criminal penalties for its violation. Additionally, the Hobbs Municipal Code Chapter 3 shall be adhered to at all times in negotiating and contracting by the City of Hobbs. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

28. Duty to Comply with NMSA 1978, § 3-54-1.

Pursuant to NMSA 1978, § 3-54-1, a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of such facility or real property, and such lease shall not be subject to referendum. However, a municipality may lease any real property having an appraised value in excess of twenty-five thousand dollars (\$25,000) by public or private lease, subject to referendum provisions. Any lease of municipal facilities or real property in excess of twenty-five thousand dollars (\$25,000) shall be by ordinance of the municipality. As a result, the parties understand that the City of Hobbs City Commission reserves the right to reject this Lease, if the appraised value is in excess of twenty-five thousand dollars (\$25,000), by a majority vote so rejecting. Parties shall have no right to claim "detrimental reliance" or any other contractual theories as a result of a Commission vote

rejecting this Lease, or alternatively, a referendum petition by the voters of Hobbs, New Mexico which is aimed at overturning any Commission vote in favor of this Lease.

29. Miscellaneous.

This Lease shall be interpreted pursuant to the laws of the State of New Mexico. Venue and Jurisdiction shall lie exclusively in the Fifth Judicial District Court, Lea County, New Mexico.

If any provision of this Lease shall be deemed by a court of competent jurisdiction as illegal, unenforceable, or unconstitutional, the remainder of the Lease shall remain valid and enforceable as written.

By entering into this Lease, the City of Hobbs in no way waives or foregoes any protections afforded under the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1, et seq.) or any other theories of law that afford immunity to government agencies and their officers and employees.

[All Necessary Signatures on the Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

EDC OF LEA COUNTY

By: _____
JENNIFER GRASSHAM, Pres. & CEO

By: _____
RUSS DOSS, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

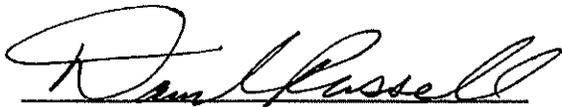
EFREN A. CORTEZ, City Attorney

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

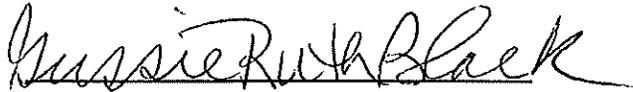
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
June 29, 2023
and ending with the issue dated
June 29, 2023.



Publisher

Sworn and subscribed to before me this
29th day of June 2023.



Business Manager

My commission expires
January 29, 2027

(Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087528
COMMISSION EXPIRES 01/29/2027

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

LEGAL NOTICE
June 29, 2023

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 24th day of July, 2023, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance relating to the lease of municipal-owned property located on the Second Floor of the City Hall Annex, 200 East Broadway. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY (EDC) FOR THE OFFICE SUITE LOCATED ON THE SECOND FLOOR OF THE CITY HALL ANNEX, 200 EAST BROADWAY, HOBBS, NEW MEXICO 88240

A summary of the Ordinance and Lease Agreement are as follows:

1. **TERM OF LEASE.** The initial term of the lease is 10 years with one possible five-year renewal.
2. **APPRAISED VALUE OF PROPERTY.** Approximately \$14.62/SF or \$53,381/Year.
3. **LEASE PAYMENTS.** EDC will pay quarterly rent to the City of Hobbs in the amount of \$13,345.25 per quarter, payable in advance, during the first 10 years of the lease. The rent for the renewal period will be subject to the same terms and conditions.
4. **AMOUNT OF THE LEASE.** \$53,381.00 per year for the first 10 years. The aggregate rental amount for the initial term of 10 years is \$533,810.00.
5. **NAME OF LESSEE.** The Lessee is the Economic Development Corporation of Lea County (EDC).
6. **PURPOSE OF LEASE.** The Lessee shall use the property for non-profit services to recruit new, quality businesses to Lea County and assist with the retention and expansion of existing industry.

Copies of the ordinance and Lease Agreement in its entirety are available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico. The ordinance and Lease Agreement are also available for viewing online at www.hobbsnm.org.

/s/ Jan Fletcher
JAN FLETCHER, CITY CLERK
#00280186

67108146

00280186

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: A RESOLUTION APPROPRIATING FUNDING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR FY23-24

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 18, 2023
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary: This resolution appropriates funds to the EDC of Lea County and authorizes the mayor to execute a Professional Services Agreement to encompass all funding by the City to the EDC. The funding lines are:

- Operating: \$240,000.00
Special Projects: \$50,000.00
Retail Recruitment: \$25,000.00
Airline Marketing: \$200,000.00 (Lodger's Tax Funding)
Airline Subsidy: \$ 1,655,364.00 (\$1,504,092.00 General Fund and \$151,272.00 Lodgers' Tax Funding)

Funding for the commercial jet service is jointly shared between the City of Hobbs and Lea County.

Fiscal Impact:

Reviewed By: Valerie S. Chacon
Finance Department

The funds are budgeted within the final FY24 Budget.

Attachments:

Resolution;
Professional Service Agreement between the City and EDC (FY23-24)

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

To be determined by the City Commission.

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. 7374

A RESOLUTION APPROPRIATING FUNDING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR FY 23-24

WHEREAS, the Economic Development Corporation of Lea County (EDC) agrees to negotiate and obtain a jet airline service to and from Hobbs, NM; and

WHEREAS, the City of Hobbs provide Airline Subsidy funding up to \$1,655,364.00 pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County; and

WHEREAS, the City of Hobbs and EDC agree that \$200,000.00 is needed to effectively market the airline through the Fly Hobbs campaign, this amount was approved as an appropriate Lodger's Tax allocation via resolution pursuant to the Hobbs Municipal Code Section 3.08.145(2)(b); and

WHEREAS, the Airline Subsidy for the City of Hobbs, including all possible Lodger's Tax allocations, would be \$1,655,364.00 for FY 23-24; and

WHEREAS, the EDC has negotiated a provision that the airline provides competitive fees for regional destination points and seeks expansion of the service where possible; and

WHEREAS, the City seeks to allocate funding to the EDC for operations, special projects, and retail recruitment in the amount of \$315,000.00, in addition to the airline funding previously discussed herein; and

WHEREAS, the parties seek to enter into a single agreement which encompasses all funds allocated to EDC from the City of Hobbs for FY 23-24.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that FY 23-24 funding appropriations are approved for the Economic Development Corporation of Lea County in the following amounts:

	Amount Requested	Amount Approved
Economic Development Corporation		
Operating	\$ 240,000.00	\$ 240,000.00
Special Project	\$ 50,000.00	\$ 50,000.00
Retail Recruitment	\$ 25,000.00	\$ 25,000.00
Airline Marketing	\$ 200,000.00	\$ 200,000.00
Airline Subsidy	\$ 1,655,364.00	\$ 1,655,364.00

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute appropriate a Professional Service Agreement with the Economic Development Corporation of Lea County to encompass the amounts approved above.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

FY 2023-2024

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Economic Development Corporation of Lea County (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

1.1.1 Promote the economic and general welfare of all citizens of the City of Hobbs;

1.1.2 Actively solicit new business and industry to Hobbs, New Mexico, and the vicinity;

1.1.3 Work to retain existing businesses and their growth;

1.1.4 Furnish technical services pertaining to all economic and industrial development matters;

1.1.5 Provide economic and quality of life benefits to our community through increased industrial and retail attraction;

1.1.6 Improve the services and resources to retain and expand existing area businesses;

1.1.7 Attract desperately needed workforce to our area through an organized and targeted marketing campaign;

1.1.8 Continue to build rapport with state and national leaders to influence policy that impacts our community;

1.1.9 Improve the value of membership and engagement of cornerstone business leaders;

1.1.10 Develop better qualified and trained staff who provide leadership in the economic development field;

1.1.11 Provide the services of continuing non-stop commercial airline jet services to and from Hobbs, New Mexico;

1.1.12 Recruit retail establishments to Hobbs, New Mexico;

1.1.13 Perform such other related services as are deemed appropriate;

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 COMPENSATION

2.1 City shall pay CONTRACTOR a sum of TWO HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000.00) for services rendered under this Agreement for operating expenses. The aforesaid amount shall be paid in quarterly installments of \$60,000.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2023; the second shall be due on or after January 1, 2024; the third payment on or after April 1, 2024; and the last payment on or after June 1, 2024. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Finance Department.

2.2 City shall pay CONTRACTOR a sum not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for special projects on a reimbursement basis as specified and approved by the Hobbs City Commission. CONTRACTOR shall submit invoices to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Finance Department.

2.3 City shall pay CONTRACTOR a sum not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for retail recruitment on a reimbursement basis as specified and approved by the Hobbs City Commission. CONTRACTOR shall submit invoices to City of Hobbs, 200 E.

Broadway, Hobbs, NM 88240 Attn: Finance Department.

2.4 City agrees that its obligation (MRG cap) pursuant to the contract between CONTRACTOR and the commercial airline shall be ONE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED AND SIXTY-FOUR DOLLARS (\$1,655,364.00), and if it is determined that the MRG cap is insufficient to cover the airline subsidy, this agreement may be amended to satisfy the MRG cap. This airline subsidy is intended for providing and maintaining non-stop commercial airline jet service to and from Hobbs, New Mexico.

2.5 To satisfy City's obligation, City shall pay CONTRACTOR the sum ONE MILLION SIX HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED AND SIXTY-FOUR DOLLARS (\$1,655,364.00) (sum outlined as follows: \$1,504,092.00 from general fund and \$151,272.00 from Lodgers' Tax Fund, pending approval pursuant to the Hobbs Municipal Code Section 3.08.145(2)(b)). CONTRACTOR shall submit invoices and appropriate documentation for services rendered to the City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Finance Department for payment associated with the airline.

2.6 CONTRACTOR has requested at least TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) in Lodger's Tax funding for marketing of FlyHobbs. Approval of Lodger's Tax funding will be made by the City Commission by vote in an open meeting pursuant tot the Hobbs Municipal Code Section 3.08.145(2)(b). CONTRACTOR shall spend the Lodger's Tax fund amount approved by the City Commission on marketing of FlyHobbs.

2.7 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports to the City Manager ten (10) days prior to the following anticipated payment dates: October 1, 2023; January 1, 2024; April 1, 2024; and June 1, 2024. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. CONTRACTOR shall make a presentation to the Hobbs City Commission on their second meeting in January 2024 to report all services rendered under this Agreement. CONTRACTOR shall provide ongoing reports to the City Manager regarding retail economic development and recruitment initiatives being funded by this Agreement.

2.8 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2023, and ending June 30, 2024. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated by either party, with our without cause, upon thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policy shall be primary.

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met

as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 CONTRACTOR shall provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

5.9 This is a professional services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.10 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

[Required Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

By: _____
JENNIFER GRASSHAM, President & CEO

By: _____
DAVID SHAW, Chairman

APPROVED AS TO FORM:

EFREN A. CORTEZ, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH LEA COUNTY FOR SHARED AIRLINE SUBSIDY FOR FY23-24

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 18, 2023
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary: This resolution authorizes the Mayor to execute a Memorandum of Understanding ("MOU") with Lea County detailing the terms and responsibilities of the entities' joint requirements for the airline subsidy. The City of Hobbs will share the airline subsidy funding with the County equally for the service pursuant to the MOU between the City and County.

Fiscal Impact: Reviewed By: Finance Department
The funds are budgeted within the final FY24 Budget.

Attachments:
Resolution;
MOU between the City and the County (FY 23-24)

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

Recommendation:
To be determined by the City Commission.

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. 7375

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH
LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 23-24

WHEREAS, the City of Hobbs will provide airline subsidy funding in equal shares pursuant to the Memorandum of Understanding between the City of Hobbs and Lea County as attached herein; 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 Airline Subsidy for FY 23-24.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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

This Memorandum of Understanding is made this _____ day of July, 2023, by and between the City of Hobbs (*hereinafter* "CITY") and Lea County, New Mexico (*hereinafter* "COUNTY").

PURPOSE

The purpose of this agreement is to memorialize the terms and agreement between the CITY and COUNTY regarding their funding of airline subsidy for FY 23-24. CITY and COUNTY agree to cooperate as outlined in this Memorandum of Understanding (*hereinafter* "Agreement").

WHEREAS, the CITY and COUNTY agree that a major airline service in Lea County provides a significant economic benefit to the City of Hobbs and Lea County; and

WHEREAS, a major airline service to the City of Hobbs and Lea County provides efficient transportation for its citizens and businesses; and

WHEREAS, a major airline service in the City of Hobbs and Lea County is required in the recruitment of new businesses and maintaining existing businesses; and

WHEREAS, the Economic Development Corporation of Lea County ("EDC") has negotiated and obtained an agreement with United Airlines ("UNITED") to provide regular jet air service to and from Lea Regional Airport; and

WHEREAS, the agreement requires subsidy payments from the CITY and COUNTY, if necessary, to maintain the air service; and

WHEREAS, the CITY and COUNTY desire to jointly fund any required subsidy.

NOW THEREFORE, the CITY and COUNTY agree as follows:

SUBSIDY FUNDING

1. CITY and COUNTY agree to budget and share equally the costs of subsidy funding for FY 23-24.

2. At the conclusion of each quarter, UNITED will provide an accounting to EDC determining subsidy requirements. CITY and COUNTY shall monitor and confirm the subsidy amounts.

3. Each entity shall be responsible for one-half of each of the four (4) quarterly required subsidy payments.

MERGER OF AGREEMENT

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.

SOVEREIGN IMMUNITY

CITY and COUNTY 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 and the New Mexico Civil Rights Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act or the New Mexico Civil Rights Act as it relates to CITY and COUNTY 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 or the New Mexico Civil Rights Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the 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 CITY and COUNTY shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Agreement shall continue in full force and effect, for the four required quarterly payments to UNITED. Nothing in this Agreement guarantees future airline subsidy funding by either entity beyond what this Agreement contemplates.

SEVERABILITY

If any provision of this 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 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 Agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

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

EFFECTIVE DATE

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

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Dean Jackson,
Lea County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

Approved as to Form:

By: _____
John W. Caldwell
County Attorney

Date: _____

By: _____
Efren A. Cortez
City Attorney

Date: _____



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: Contract Renewal for Body Camera Hardware and Management System
DEPT. OF ORIGIN: Police Department, Information Technology Division
DATE SUBMITTED: July 20, 2023
SUBMITTED BY: Steven Blandin, IT Administrator

Summary:

The Police Department, Information Technology Division is requesting to renew the contract for in-car camera and body camera equipment and media management system. This 5-year renewal will be purchased from Utility, Inc. on State Contract (80-000-18-00048AG). Hardware consists of new body cameras, in-car media controllers, front dash cameras, vehicle diagnostics and on-site installation. Software/Licensing includes Digital Evidence Management (DEM) system access and support, Computer Aided Dispatch (CAD) software integration, and secure data storage.

The City originally awarded Utility, Inc. the initial body camera project 5 years ago. We now have 5 years' worth of media being stored and maintained in Utility's proprietary Digital Evidence Management (DEM) system. This purchase request falls under section 3.20.035 Exemptions in the home rule of the City of Hobbs Charter Procurement Ordinance. "Purchases of computer software and ancillary services required to match other software in use is required to be used in the public interest. This includes licensing fees and services to modify or maintain proprietary software."

Body cameras are currently mandated but not funded by the State of New Mexico.

Fiscal Impact:

Reviewed By: _____
Finance Department

\$400,000 is allocated in the FY24 budget for this project. The projected cost of this project is \$1,612,590 over the life of a 5-year contract, billed at rate of \$322,518 annually.

Total costs of over the life of a 5-year contract:

- \$1,227,950 Digital Evidence Management (DEM) system and support
- \$230,000 Upgraded FirstNet ready in-car hardware, dash cameras and vehicle diagnostics
- \$234,000 Body camera replacements x2 (initial and half way through contract)
- \$102,000 Interview rooms system support
- \$108,900 Computer-Aided Dispatch (CAD) software integration
- \$18,750 Secure data storage
- \$42,990 Procurement/Contract fee
- (\$352,000) Multi-year agreement discount and old equipment buyback

Pricing schedule is from September 1st 2023 to Sept. 1st 2027.

Attachments:

Quote – Utility Q#133034

Efren A. _____
Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of
Hobbs, ou=City Attorney's Office,
email=ecortez@hobbsnm.org, c=US
Date: 2023.07.20 14:53:43 -06'00'

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:



Department Director



City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied

Other _____

File No. _____

CITY OF HOBBS REQUISITION/QUOTE FORM

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

TO: CPO Shelly Raulston

VENDOR NAME:
ADDRESS:

1) NASPO /
Utility Associates Inc
250 East Ponce De
Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707

2)

3)

FROM: Steven Blandin

DATE: 07-20-23

PHONE/FAX NO:

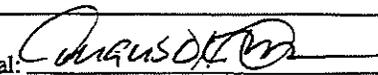
QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Please see attachment for all line items.						
	Attachment lists cost for the life cycle of the 5-year contract and the annual impact.						
	5-year contract total is \$1,612,590						
	Billed Annually		\$322,518				
	Sales Tax	0	0				
	TOTAL AMOUNT		\$322,518				
	DELIVERY DATE						
	ESTIMATED SHIPPING CHARGES		0				

CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. NASPO 80-000-18-00048AG EXPIRATION DATE 08-30-23

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

AWARD TO: NASPO / Utility Associates Inc POINT OF CONTACT: Michael Nark (If new vendor make sure address is on this form)

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

Account No. 001-0210-030-42210- Prepared By: Steven Blandin Department Approval: 

QTY	Description Items(s) Service to be Purchased	Unit Price	Total Price (5-year Contract)	Billed Annually
100	AVaiL Web SaaS and Support for BodyWorn and Rocket IoT In-Car	\$11,240.00	\$1,124,000.00	\$224,800.00
90	ROCKET Communications HaaS - Upgrade	\$1,500.00	\$135,000.00	\$27,000.00
21	AVaiL Web SaaS and Support for BodyWorn (no In-Car)	\$4,950.00	\$103,950.00	\$20,790.00
6	SaaS for RocketIoT Interview Room	\$17,000.00	\$102,000.00	\$20,400.00
121	CAD Activation	\$900.00	\$108,900.00	\$21,780.00
130	Immediate BodyWorn Hardware Refresh	\$900.00	\$117,000.00	\$23,400.00
130	BodyWorn Hardware Refresh at the 37th month	\$900.00	\$117,000.00	\$23,400.00
100	Front ICV Upgrade - RIoT In Car Front Camera - Q150- 4mm lens	\$900.00	\$90,000.00	\$18,000.00
100	OBDII Vehicle Diagnostic Cable for Rocket - 203mm Length	\$50.00	\$5,000.00	\$1,000.00
25000	3rd Party Data Storage - 5 TB of Data Storage	\$0.75	\$18,750.00	\$3,750.00
1	Contract Purchasing Vehicle Fee	\$42,990.00	\$42,990.00	\$8,598.00
1	Discount with Multi-Year Agreement Only	(\$307,000.00)	(\$307,000.00)	(\$61,400.00)
1	Equipment Buyback	(\$45,000.00)	(\$45,000.00)	(\$9,000.00)
40	External Klickfast Holster- MotoGPower(2022) w/140° Lens	\$0.00	\$0.00	\$0.00
40	Klickfast Magnet Mount EOS (formerly BodyWorn) Dock	\$0.00	\$0.00	\$0.00
1	Shipping	\$0.00	\$0.00	\$0.00
1	Sales Tax	\$0.00	\$0.00	\$0.00
TOTAL			\$1,612,590.00	\$322,518.00



Quote

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Customer: Hobbs NM Police
 Date: 7/10/2023
 Sales Quote#: 133357
 Expires: 9/8/2023
 Sales Rep: Dahlia Blake
 PO#:
 Terms: Net 30

Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway
 Hobbs NM 88240

Ship To

Hobbs Police Department
 300 N. Turner St
 Hobbs NM 88240

Item	Description	Quantity	Price Each	Amount
BWI-S-4005-R	AVaiL Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT In-Car - The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	100	\$11,240.00	\$1,124,000.00
COM-H	ROCKET Communications HaaS - Upgrade *FirstNet Ready	90	\$1,500.00	\$135,000.00
BW-S-4005	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn -The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	21	\$4,950.00	\$103,950.00
IOTRM-S-4005	SaaS for RocketIoT Interview Room - The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	6	\$17,000.00	\$102,000.00
CAD-S-4005	CAD Activation- The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	121	\$900.00	\$108,900.00
EOS-Refresh (old)	Immediate BodyWorn Hardware Refresh - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector - Includes (9) Spares	130	\$900.00	\$117,000.00
EOS-Refresh (old)	BodyWorn Hardware Refresh at the 37th month of this contract. (September 30, 2026) - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector - Includes (9) Spares	130	\$900.00	\$117,000.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.
 Please forward all inquiries to insidesales@utility.com



Quote

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Customer: Hobbs NM Police
 Date: 7/10/2023
 Sales Quote#: 133357
 Expires: 9/8/2023
 Sales Rep: Dahlia Blake
 PO#:
 Terms: Net 30

Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway
 Hobbs NM 88240

Ship To

Hobbs Police Department
 300 N. Turner St
 Hobbs NM 88240

Item	Description	Quantity	Price Each	Amount
RIOT-H-1010095-old	Front ICV Upgrade - RIoT In Car Front Camera - Q150- 4mm lens	100	\$900.00	\$90,000.00
RIOT-VD-6020115	OBDII Vehicle Diagnostic Cable for Rocket-203mm Length	100	\$50.00	\$5,000.00
SER-S-5100	3rd Party Data Storage - 5 TB of Data Storage Annually for 5 Years	25,000	\$0.75	\$18,750.00
Contract Fee	Contract Purchasing Vehicle - NASPO NM # 80-000-18-00048AG	1	\$42,990.00	\$42,990.00
DISCOUNT	Discount with Multi-Year Agreement Only - Hobbs Exclusive Pricing	1	(\$307,000.00)	(\$307,000.00)
DISCOUNT	UA will Buy Back Each Rocket X and swap it out for a Rocket XLE / FirstNet Ready	1	(\$45,000.00)	(\$45,000.00)
BODY-H-306-MotoGPower(2022)	External Klickfast Holster- MotoGPower(2022) w/ 140° Lens	40	\$0.00	\$0.00
BODY-H-3030037	Klickfast Magnet Mount EOS (formerly BodyWorn) Dock	40	\$0.00	\$0.00
Description	Vehicle Diagnostics (Soft Data): GPS readings will be pulled from Rocket XLEs			

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details. Please forward all inquiries to insidesales@utility.com



Quote

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Customer: Hobbs NM Police
 Date: 7/10/2023
 Sales Quote#: 133357
 Expires: 9/8/2023
 Sales Rep: Dahlia Blake
 PO#:
 Terms: Net 30

Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway
 Hobbs NM 88240

Ship To

Hobbs Police Department
 300 N. Turner St
 Hobbs NM 88240

Item	Description	Quantity	Price Each	Amount
Description	Pricing Schedule: Direct Pay to UAI Paid on or before September 1st, 2023: \$322,518 - Subject to Yearly Budget Appropriations. Paid on or before September 1st, 2024: \$322,518 - Subject to Yearly Budget Appropriations Paid on or before September 1st, 2025: \$322,518 - Subject to Yearly Budget Appropriations Paid on or before September 1st, 2026: \$322,518 - Subject to Yearly Budget Appropriations Paid on or before September 1st, 2027: \$322,518 - Subject to Yearly Budget Appropriations Total: \$1,612,590.00			

Subtotal	\$1,612,590.00
Sales Tax (%)	\$0.00
Total	\$1,612,590.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.
 Please forward all inquiries to insidesales@utility.com



MICHELLE LUJAN GRISHAM
GOVERNOR

ROBERT E. DOUCETTE, JR.
CABINET SECRETARY

DOROTHY MENDONCA
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

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

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

April 25, 2023

TO: **Utility Associates, Inc.**
Dahlia Blake
dblake@utility.com
250 E. Ponce De Leon Avenue, Suite 700
Decatur, GA 30030
(800) 597-4707

SUBJECT: Extend the term of **80-000-18-00048AG Public Safety Video Systems**

By mutual agreement between the New Mexico State Purchasing Agent and the **Utility Associates, Inc.**, we would like to extend this Price Agreement until **August 30, 2023** at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. Vendor must receive a signed amendment for the extension from State Purchasing for this award to be in effect. You are required to submit a sales report for the past 12 months of all sales based on any contracts awarded through State Purchasing. This report should contain total sales per contract, description of the sale and if possible to what agency or public body of government the sales were made. We are interested in the distinction between sales to state agencies and local public bodies (like cities and counties) to evaluate to whom our contracts are most beneficial. This information will help us to better strategically source future procurements and help us utilize our staffing resources and ensure we are meeting the needs of our customers.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to SPD's system using the link provided in the email you received with this request.

Return As Soon As Possible

(Please check only one)

- I wish to extend
- I do not wish to extend

Company Name & Address (if different than above): _____

Print Name: Michael J. Nark

Signature of Authorized Representative:  Date: 4/25/2023
6032E5928F444E8...

Thank you for your continued business.

Sincerely,
Theresa Mendibles
Procurement Officer



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000137078
Utility Associates, Inc.
250 E. Ponce De Leon Avenue, Suite 700
Decatur, GA 30030-3406

Contact: Michael Nark
Email: MNark@utility.com
Telephone No.: (800) 597-4707

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

Invoice:
As Requested

Price Agreement Number: **80-000-18-00048**

NASPO Master Agreement: **OK-MA-145-010**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Procurement Specialist: **Natalie Martinez**

Telephone No.: **(505) 827-0251**

Email: **Natalie.Martinez1@state.nm.us**

Title: Public Safety Video Systems

Term: October 16, 2020 thru January 31, 2021

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link:

<https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/utility-associates-inc/>

ans *AMS MM*

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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PARTICIPATING ADDENDUM



PUBLIC SAFETY VIDEO SYSTEMS
 Led by the State of Oklahoma

Master Agreement #: OK-MA-145-040

Contractor: **UTILITY ASSOCIATES**

Participating Entity: **STATE OF NEW MEXICO**

MASTER AGREEMENT TERMS AND CONDITIONS:

1. **Scope:** This addendum covers the *Public Safety Video Systems* led by the State of *Oklahoma* for use by state agencies and other entities located in the Participating State [or State Entity] 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:	Utility Associates, Inc.
Address:	250 E. Ponce de Leon Avenue, Suite 700, Decatur, GA 30030
Telephone:	800-597-4707
Fax:	
Email:	contracts@utility.com

Participating Entity

Name:	State of New Mexico
Address:	1100 South St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	505-827-0554
Fax:	505-827-2484
Email:	Amber.Sanchez2@state.nm.us

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.

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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.

1. Taxes:

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

2. 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 January 31, 2021. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

3. 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.

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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.

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 acceptable work performed 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 for such work 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.

4. 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.

5. 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.

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6. 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 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 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

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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.

7. Amendment:

- 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.

8. 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.

9. 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.

10. 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.

11. 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.

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12. 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.

13. Records and Financial Audit:

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

14. 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.

15. 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.

16. 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.

17. 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:

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

To the Contractor:

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To the Contractor:

Name:	Contracts
Address:	250 E. Ponce de Leon Avenue, Suite 700, Decatur, GA 30030
Telephone:	800-597-4707
Fax:	
Email:	contracts@utility.com

18. Succession:

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

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

20. 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 and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

21. 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.

22. 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)

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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://bewellnm.com>.

23. 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 of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days 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.

24. 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 or services 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.

25. 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.

26. 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.

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27. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time 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.

28. Commercial Warranty:

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

29. 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.

30. Release:

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.

30. 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.

31. Contractor Personnel:

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

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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.

32. 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 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.

33. 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.

34. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the

State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

- C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall

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require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

35. 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), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form

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furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

36. Arbitration:

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

37. 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 **80-000-18-00048** 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 Officer at (505) 827-0472.

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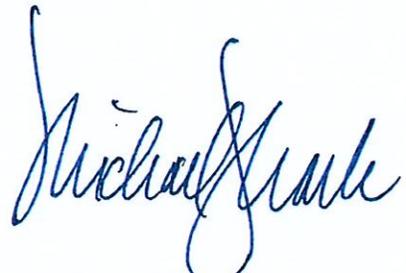
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 Led by the State of Oklahoma

5. Lease Agreements: Per the Participating Addendum dated August 31, 2017 to Master Agreement No. OK-MA-145-40, the Parties acknowledge and agree that (i) the Master Agreement provides that the Participating Entity may enter into a lease or subscription agreement if it has the authority to do so; and (ii) Participating Entity reserves the right, but has no obligation, to lease or subscribe to use the equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties.

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.

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: Utility Associates, Inc.
Signature:  X This price agreement was signed on behalf of the State Purchasing Agent.	Signature: 
Name: Mark Hayden	Name: Michael Nark
Title: State Purchasing Agent	Title: President & CEO
Date: 10/19/2020	Date: October 15, 2020

NASPO ValuePoint
PARTICIPATING ADDENDUM
PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma



For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	907-723-3360
Email:	tfosket@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.]*



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT POWERS AGREEMENT WITH THE NEW MEXICO SELF-INSURERS' FUND

DEPT. OF ORIGIN: Risk Management
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Selena Estrada, Risk Manager

Summary: The City of Hobbs seeks to join the New Mexico Self-Insurers' Fund. To facilitate the City of Hobbs' entry into the Fund, the City of Hobbs must execute a Joint Powers Agreement with the Fund and its existing members. The existing members of the fund are numerous local governments in New Mexico. The Fund will provide liability coverage for the City of Hobbs for various lines and will act as the City's primary insurer for FY23-24. The Funds' Board will have to vote on the City's admission to the Fund. It is anticipated that the public vote will occur in August 2023. If approved, coverage will begin October 1, 2023, and the policy year will end June 30, 2024.

Fiscal Impact: Reviewed By: Finance Department
The City's total estimated term premium for FY23-24 is \$1,689,769.00. The preliminary budget for FY23-24 for Risk Insurance Fund is \$2,072,951.

Attachments: Proposed Resolution; Joint Powers Agreement

Legal Review: Approved As To Form: City Attorney

Recommendation: The Commission should consider approval of the 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. 7376

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT
POWERS AGREEMENT WITH THE NEW MEXICO SELF-INSURERS' FUND

WHEREAS, the State of New Mexico has authorized local governments to join together for mutual assistance and cooperation regarding insurance services, needs, and pooling; and

WHEREAS, the Joint Powers Agreement Act, NMSA 1978, §§ 11-1-1 to 11-1-7, provides a means for public agencies to jointly exercise powers upon agreement with each other and upon authorization of the governing body; and

WHEREAS, the City of Hobbs desires to join and cooperate with other public agencies in the New Mexico Self-Insurers' Fund for provision of services and group self-insurance; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager, is hereby authorized and directed to enter into and execute the Joint Powers Agreement, Organization and Bylaws of the New Mexico Self-Insurers' Fund on behalf of the City of Hobbs and to designate a Coordinator between the City of Hobbs and the New Mexico Self-Insurers' Fund.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

JOINT POWERS AGREEMENT

ORGANIZATION AND BYLAWS OF THE NEW MEXICO SELF-INSURERS' FUND.

ARTICLE:

- I. Definitions
- II. Purpose
- III. Effective Date and Duration
- IV. Creation of Fund
- V. Membership
- VI. Board of Trustees
- VII. Officers, Meetings, Procedures

ARTICLE:

- VIII. Administrator and Staff
- IX. Powers and Duties of the Board
- X. Financing
- XI. Additional members, Terminating Membership
- XII. Dissolution and Disposition of Property
- XIII. Amendment of Agreement

The authority for this Joint Powers Agreement and bylaws and organization is found in the Joint Powers Agreements Act of the New Mexico Statutes. (Sections 11-1-1 to 11-7-1. NMSA 1978), and the local insurance and pooling law, 3-62-1 and 3-62-2. NSA 1978, as amended.

The employer members, which are and may become members of New Mexico Self-Insurers' Fund, are joining together in consideration of the mutual covenants contained herein for the purposes provided in Article 2. Of this agreement, together with such additional purposes as may be hereafter adopted or contained in the contract and joint powers agreement between the Fund and an employer member.

This agreement and bylaws is entered into between the undersigned Member and New Mexico Self-Insurers' Fund. Upon approval and execution, the undersigned agrees to become one of the members of the Fund upon the conditions of membership, as follows:

Article 1. Definitions.

For the purpose of this agreement and bylaws,

1. The term "municipality" shall mean any incorporated city, town, village, county, or school district in the state of New Mexico;
2. The term "employer member" or "member" shall mean any municipality, which has become a member of New Mexico Self-Insurers' Fund.
3. The term "Fund" shall mean the New Mexico Self-Insurers' Fund;
4. The term "Board of Trustees" or "Board" shall mean the Board of Trustees of New Mexico Self-Insurers' Fund.
5. The term "employee" shall mean an employee of an employer member and as may be further defined by applicable contract between the Fund and an employer member, by applicable law or by the Board of Trustees;
6. The term "insurance" shall mean indemnification against loss, damage, or liability arising from unknown or determinable contingencies, or payment of a specified amount upon determinable contingencies;
7. The term "risk" shall mean any chance of loss from contingencies or perils;
8. The term "plan" or "contract" shall mean any program for insurance or self insurance for member employers or their employees, including benefits, services, protection or indemnification for life, accident and health, workers compensation, casualty, surety or other coverage.
9. The term "premium" or "contribution" shall mean the consideration for insurance or self insurance as further defined by the applicable contract between the Fund and an employer member.

Article II. Purpose.

The purpose of this agreement and bylaws are to:

1. Permit the employer members joining herein to make a more efficient use of their powers and resources by cooperating on a basis that will be of mutual advantage; And.
2. Provide a procedure for securing benefits, services, indemnification, or protection for employer members and their employees relating to insurance or self insurance as authorized by law of any of the following as they are defined by applicable law.
 - A. Life insurance for employees of member employers.
 - B. accident and health insurance for employees of member employers.
 - C. Workers compensation insurance for member employers and their employees.
 - D. Casualty insurance for member employers and their employees.
 - E. Surety insurance remember employers and their employees.
 - F. Property insurance for member employers; or
 - G. Vehicle insurance for member employers and their employees.

Article. III. Effective Date And Duration.

The effective date of this agreement and bylaws shall be November 1, 1982, or upon approval by the State Secretary of Finance and Administration, as provided by the joint Powers Agreements Act. Whichever is later. The Fund shall continue from year to year without the necessity of a formal renewal by any member after its adoption upon its initial membership in the Fund, unless sooner dissolved or extended by mutual agreement.

Article IV. Creation Of Fund., Office.

To carry out the purposes of this agreement and bylaws, the New Mexico Self Insurance Fund is created, which Fund is formed, financed, organized, shall operate, and may be dissolved in accordance with the provision of this agreement and bylaws and any contract between the Fund and the Member. The principal office and Site of the Fund is located at 1231 Paseo de Peralta, Santa Fe NM 87501.

Article. V. Membership.

Membership in New Mexico Self-Insurers' Fund shall consist of those employer members which are or become parties to this agreement and contract for insurance with the Fund. Each member which participates in a plan or contract with the Fund shall be entitled to one vote on elections. Of Fund officers which shall be cast by the governing body or its designated agent.

Article VI. Board of Trustees.

1. There shall be a board of eleven (11) Trustees for the New Mexico Self Insurance Fund elected from among the members of the Fund, with at least one trustee representing an employer member in. Each of the seven districts established by the New Mexico Municipal League, except that the initial appointments shall be made by the New Mexico Municipal League Board of Directors as follows: three (3) Trustees shall be appointed for one year terms.; four (4) Trustees shall be appointed for two year terms; and four (4) Trustee Shelby appointed for three-year terms. Upon the expiration of these initial terms, the trustee shall be elected for three-year terms commencing on the first day of October after their election.
2. Each trustee shall be an elected or appointed officer of a member of the Fund. If a trustee ceases to be an elected or appointed Officer of the Member of the Fund, the trustees position shall be deemed vacant
3. Any vacancy on the Board of Trustees shall be filled by appointment by the chairman with the advice and consent of the remaining trustees for any unexpired term.

4. Trustees may be reimbursed for their time and expense as are incurred in the performance of their duties as authorized by applicable law and by the board. No trustee nor the administrator appointed in Article VI I shall incur any liability for any action or failure to act in such capacity, except for gross negligence or willful misconduct

5. A trustee may be removed from office by two-thirds (2/3) Vote. Of the other members of the board for Cause or for failure to attend three consecutive regularly scheduled meetings of the board without justification acceptable to the chairman.

Article VII. Officer Meetings Procedures.

The trustee shall elect from among their membership a chairman. Vice Chairman and a secretary. The board shall fix the date, time, and place of regular meetings. The Board shall hold a regular meeting, which shall be the annual meeting at which officer shall be elected following a nomination and voting of Members, in accordance with a procedure adopted by the Board of Trustees. Special meetings may be called by the chairman and, in his absence, the vice chairman or any three members of the board.

6 trustees shall constitute a quorum for the transaction of business, but any official action of the board must have a Vote by a majority of the trustees of the board as constituted, except as otherwise provided in this agreement and bylaws. The Board shall adopt such procedures as are deemed necessary and desirable for the conduct of its business

Article VIII. Administrator and staff.

The executive director of the New Mexico Municipal League or his designee shall serve as administrator and treasurer of the Fund. The Board of Trustees may appoint such other employees, deputy treasurers, or employee or contract for legal counsel actuaries. Or other consultants as it deems necessary to administer. To provide for the plans, policies, or services established pursuant to these bylaws.

Article IX. Powers and duties of the board.

A. The Board of Trustees may establish and manage any of the plans. Policies and other services contemplated in this agreement and bylaws and the contract or agreement between the Fund and a member and may.

1. Prepare specifications, request bids and enter into any contract for the purposes of underwriting, administering, or providing any part or all of the plans, policies or services on behalf of and with member employer.
2. Determine the rates, risks, benefits, and terms of any plans, policies, or services contemplated in this agreement. Adjust the rates and benefits based on claim experience after notice to affected member employers
3. Provide for individual or collective underwriting or other agreements for member employers in any plan, policy, or service. Serve as the policyholder of any group policies or plans. Determine the methods of claim administration and payment. Provide for claim experience for member employers collectively or separately.
4. Determine the amount of contributions or appropriations required from member employers for the purposes of participating in any part or all of the plans, policies, or services established pursuant to this agreement and bylaws.
5. Establish standards for eligibility of member employers or employees in any plan. Policy or service and procedures for enrollment and withdrawal in any plan, policy or service, and established effective dates of coverage. The Board shall be the sole judge of whether or not an employer member be may be admitted to membership.

6. Provide for the administration of the Fund or Funds established in Article X, for the manner of payments to such Fund, and for payment of all expenses in connection with the plans, policies or services which may be established and established procedures for safe keeping handling. An investing such Fund or Funds and any monies received or paid.

7. Establish the duties and records of the administrator to enable the correct billing of premiums and fees, enrollment of member employers and their employees, and payment of claims

8. Serve as an appeals body for complaints of member employers and their employees regarding allowance and payment of claims, eligibility and other matters, and established procedures for grievances of member employers and employees

9. Study the operation of plans, policies or services, gross and net cost, administrative cost, benefits, utilization of benefits and claims Administration

10. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purpose. Of this agreement and bylaws exercise the full power and authority of any member of the Fund when requested to do so by the member governing body or otherwise provide for necessary activities to accomplish the purpose of this agreement

11. Provide for annual audit by an independent certified public accountant and for regular financial statements to account for income, expenses, assets and liabilities of the Fund.

12. provide for independent audit of claim handling procedures payments and overall operations of the Fund

B. As the directors of the Self Insurance Fund, the Board shall primarily and constantly keep foremost in their deliberation and decisions in operating the Fund that accounts of each of the participating members are to be maintained separately to reflect premiums, losses and experience of each member. At least annually, the board shall carefully review, study and consider the actual claims or loss experience. (Including reserves for future claims payments.) Of each of the members, the experience rating modification developed or earned by each of the members, the pro rata savings to the Fund resulting from overall loss experience attributed to each member, and the pro rata portion of the cost of all catastrophic loss protection reinsurance. An aggregate stop loss reinsurance allocated to each member, as well as the pro rata allocation as determined by the board of the other and necessary administrative expenses of the Fund in order to reasonably determine the actual product cost, expense and loss experience. To each member and in order to maintain as nearly as possible and equitable and reasonable self insurance administration of the Fund as applied to each member.

C. The Fund shall maintain cash reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other. Data designed to measure claims development and claims incurred but not yet reported, so that Funds will be available to meet these claims as they become due. The Fund shall also establish and maintain a reserve for return of contributions to ensure further the fiscal integrity of the Fund. And the event of a potential adverse loss development. This reserve shall be calculated on a Fund year basis and shall be held for a multiyear. In the decreasing amounts computed as a percent of earned normal contributions as set by the board.

Article X. Financing.

The Board of Trustees shall establish a Fund or Funds as it deems necessary for the purpose of, but not limited to, the following

1. Payment of premiums or fees for any part of the plans, policies, or services established pursuant to this agreement and bylaws

2. Payment of necessary expenses approved by the board

3. Payment of claims.

4. Payment of administration expenses.; or

5. Payment of other expenses incurred in accomplishing the purposes of this agreement and bylaws.

All monies paid to such Fund or Funds shall be held in the name of the Fund. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expenses. Any remaining money shall be held for the benefit of the Fund.

The Board shall provide for the manner and dates for preparation by the administrator of an annual budget and reports on the financial condition of any Fund or Funds.

Each member employer shall pay for all cost premiums or other fees attributable to its respective participation in any plan, policy, or service. Established under this agreement and bylaws, and shall be responsible for its obligations under any contract entered into with the Fund.

Article XI. Additional members participation, terminating membership.

A. Any eligible member, as defined in Article one, may join the Fund by adoption of the Joint Powers Agreement by its governing body in accordance with the procedures of the Joint Powers Agreement Act. Any member may withdraw from the Fund by a resolution of its governing body after 60 days. Notice is given in writing to the chairman of the Board of Trustees. Any withdrawing member shall relinquish all voting rights and privileges. Any and all claim of title or interest to any asset of the Fund after its withdrawal from the Fund shall be determined by the Board of Trustees in accordance with this agreement and bylaws. In the contract, the Fund may be terminated by a 2/3 vote of the Board of Trustees as constituted.

B. Participation by a member in any contract of insurance offered by the Fund becomes effective at the date and time shown on the certificate or declarations and may be terminated by 60 days written notice of intent to terminate by either party unless. Otherwise specified under the terms herein or by resolution of the board, in the event that the Member fails or refuses to make the payments of premiums as herein provided, the Fund reserves the right to terminate such member by giving 10 days written notice and to collect any and all premiums. That are earned pro rata for the period preceding the contract termination. Interest collection expenses or penalties may also be levied for nonpayment of premium. As the Board of Trustees may decide, no liability shall accrue to the Fund or its members for any injury or accident occurring to an employee. Of a member after the effective date of the termination notice

C. The safety engineering services of the Fund are designed to assist members in following a plan of lost control that may result in reduced losses. The Member agrees that it will cooperate in instituting any and all. Reasonable safety regulations that may be recommended for the purposes of eliminating or minimizing hazards that would contribute to losses. In the event that the recommendations submitted by the Fund seem unreasonable, the Member has the right to appeal to the Board of Trustees. The Board shall hear the objections of the Member. At its next regularly scheduled or special meeting and its decision will be final and binding upon all parties

D. The Member agrees that it will appoint a coordinator of department head rank and that the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the coordinator shall be binding upon the Member. The member reserves the right to change the coordinator from time to time by giving written notice to the Fund

E. The Fund agrees to handle any and all covered claims. After notice of injury or claim has been given and provided defense. The member hereby appoints the Fund as its agent and attorney in fact to act in all matters

pertaining to processing and handling of claims and shall cooperate fully in supplying any information needed. Were helpful in such defense, the Fund shall carry on all negotiations and negotiate with authority granted it. If a personal appearance by the member or an employee is necessary, the expense of this appearance will be paid by the member. Unless otherwise agreed, the Fund will retain and supervise legal counsel on behalf. And at the expense of the Fund necessary for the prosecution of any litigation, all decisions on individual cases shall be made by the Fund, which includes the decision to appeal or not to appeal a final ruling a decision. However, any member shall have the right in any case involving one of their employees. To consult the Fund on any decision made, the board shall hear the objections of the Member at its next regularly scheduled or special meeting and the decision will be final and binding on all parties. Any suit brought or defended by the fine shall be in the name of the member. Notwithstanding any provisions of this paragraph, all reports and filings required by the Workman's Compensation Act and the state of any employer will be the responsibility of the Member.

F. The Member agrees to abide by this agreement and bylaws and resolution of the board and any amendments thereto

G. The Fund and its agents are authorized at all reasonable times to inspect all workplaces, machinery, appliances and equipment of the member and books, contracts and records related to payroll, employment, job class, premium expenditures, or similar financial and employment data during the members enrollment in the Fund. And within two years after final termination of the membership in the Fund.

Article XII. Dissolution and disposition of property.

The title to all property, real and personal, acquired by the Fund shall be vested in the Fund in the event of the termination of the Fund. Such property shall belong to the members of the Fund according to their participation in the Fund and in accordance with criteria developed by the Board of Trustees upon partial or complete termination of the Fund. The vote of at least 2/3 of the Board of Trustees of the Fund is binding in all respects as to the disposition of property and dissolution of the Fund. The Board of Trustees shall serve as trustees for the disposition of property or Funds, payment of obligations, disillumination and winding. Of the affairs of the Fund.

Article XIII. Amendment.

These bylaws may be amended from time to time upon.

1.Recommendation of any member of the Board of Trustees. Approval by at least 2/3 of the Board of Trustees as constituted or

2.Petition proposed by at least 20% of the members of the Fund and approval by at least 2/3 of the members of the Board of Trustees as constituted

Any proposed amendment shall be circulated to the trustees at least 30 days prior to the date that the approval is required by the board's

In witness whereof, the parties have Hereunto set their hands by their representatives, duly authorized this _____ day of _____, 20__

New Mexico Self-Insurers' Fund, Fund Administrator

Member Name

By: Signature of Authorized Officer

Name (Print) and Title

The coordinator for the Member is. _____

Date Adopted By The Board: November 1st, 1982.

Approved by Secretary of Finance and Administration.

/s/ Denise D Fort.
March 31st, 1983.

Amended May 19, 1984

Ratified. August. 14, 1985

Consolidated December 29th, 1986, in one document.

(Bylaws and Joint power agreement)

Amended June 26th, 1987, Articles I, II, and V by striking "or employer" in Article I, paragraph 2, by adding F and G to Article II; and by changing "or" to "and" and adding "which participates in a Plan or Contract with the Fund" on lines 2 and 3 of Article V.

NEW MEXICO SELF INSURERS' FUND, 1231 PASEO DE PERALTA, SANTA FE, NM 87501



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24th, 2023

SUBJECT: Authorizing an allocation of Lodgers' Tax to fund various events for fiscal year 2024. (1st quarter)

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: July 12th, 2023
SUBMITTED BY: Toby Spears, Finance Director

Summary:

On July 12th, 2023, the Lodgers' Tax Board and recommended funding for the following entities.

Lea County Fair & PRCA Rodeo – AMERICA'S HEROES' NIGHT	\$83,113.00
Permian Basin USSSA – Hobbs Fall Turf Games	\$21,750.00

Fiscal Impact:

Reviewed By: 
Finance Department

June 30, 2023 Estimated Cash Balance) for the Lodgers' Tax Fund is as follows:

Security and Sanitation (15%)	\$ 0.00
Non-Profit/For Profit/Public Entity (20%)	\$ 196,541.32
City and County (40%)	\$ 488,569.27
Airline (25%)	\$ 377,543.93

The 2023 adjusted budgeted lodgers' tax revenues are projected to be \$1,300,000.00.

Attachments:

Estimated Financial Report for June 30, 2023
Resolution
Requests

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

City staff recommends the following allocations: Lea County Fair & Rodeo \$83,113, Permian Basin USSSA \$21,750.00

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. 7377

A RESOLUTION AUTHORIZING AN ALLOCATION OF
LODGERS' TAX FUNDS

WHEREAS, the Lodgers' Tax Advisory Board met on July 12th, 2023 and recommends awarding the following events for fiscal year 2023;

	Amount Requested	Lodgers' Tax Board Recommendation	City Commission Recommendation
Lea County Fair & Rodeo – "AMERICA'S HEROES" NIGHT	\$83,113.00	\$83,113.00	\$ _____
Permian Basin USSSA – Hobbs Fall Turf Games	\$21,750.00	\$21,750.00	\$ _____
TOTAL	\$104,863.00	\$104,863.00	\$ _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to allocate Lodgers' Tax Funds in the total amounts as specified herein.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Lea County Fair
and
PRCA Rodeo



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Jim Kemp - GM
 Representative

Lea County Fair & Rodeo
 Name of Organization

7/3/2023
 date

Received at City Hall:

 (date and time)

**Request for Lodgers' Tax Assistance
Contact Information**

Organization	LEA COUNTY FAIR & PRCA RODEO
Name of Contact	JIM KEMP
Address	101 SOUTH COMMERCIAL AVENUE
City, State Zip	LOVINGTON, NM 88260
Phone#/Fax#	575-396-8686/575-396-4554
email	jkemp@leacounty.net

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	\$25,000					25,000.00
	Sales	\$30,000					30,000.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income		55,000.00	-	-	-	-
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	\$3,000					3,000.00
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising	\$4,000.00					4,000.00
	Printing & Mailing	\$2,000.00					2,000.00
	Print Media	\$2,000.00					2,000.00
	Electronic Media	\$2,000.00					2,000.00
	Misc. (Please explain) SECURITY	\$2,000.00					2,000.00
	CATERING	\$1,500.00					1,500.00
	STAFFING	\$1,000.00					1,000.00
Total NON- LODGERS' Exp.		17,500.00	-	-	-	-	17,500.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	1,650.00	-	-	-	-	1,650.00
Print Media	4,500.00	-	-	-	-	4,500.00
Electronic Media	130.00	-	-	-	-	130.00
Other	76,833.00	-	-	-	-	76,833.00
TOTAL LODGERS' TAX REQ. SUMMARY	83,113.00	-	-	-	-	83,113.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1 Event Information

Name of Event	2023 "AMERICA'S HEROES" NIGHT		
Date	FRIDAY, AUGUST 11, 2023		
Location	LEACOUNTY FAIRGROUNDS CONCERT & ARENA		
Description	THURSDAY NIGHT THEME DURING THE 2023 LEA COUNTY FAIR & PRCA RODEO		

Expected Attendance	10,000	# of Overnighters	60
Is this an annual event?	YES	Is this a new event?	

PRINTING							
	Posters (save-the-date)			Flyers Tickets	Programs		
	Cost	Quantity	Total		Cost	Quantity	Total
	2.00	50	100.00			0.00	
	\$0.50	100	50.00		\$0.15	10,000	1,500.00
	SUBTOTAL				SUBTOTAL		1,500.00
			150.00				
	Cost	Quantity	Total				
Mailings			-	TOTAL PRINTING COSTS			1,650.00

PRINT MEDIA				
	Newspaper		Magazine/Other	
	Name	# of ads	Cost	Total
	HOBBS NEWS-SUN	10	\$200.00	2,000.00
	LOVINGTON LEADER	5	\$100.00	500.00
	SUBTOTAL			2,500.00
	Name	# of ads	Cost	Total
	PRO RODEO SPORTS	1	\$2,000.00	2,000.00
	SUBTOTAL			2,000.00
			TOTAL PRINT MEDIA	4,500.00

ELECTRONIC MEDIA				
	Radio		Television	
	Name	# of spots	Cost	Total
	NOALMARK BROADCASTING	100	\$1.00	100.00
	KLMA	30	\$1.00	30.00
				-
				-
				-
				-
			TOTAL ELECTR. MEDIA	130.00

OTHER EXPENSE				
	Professional Performance Fees		Sound and Lighting Costs	
	Name	# of item	Cost	Total
	EPICENTER SOUND & PRODUCTION	1	\$26,833.00	26,833.00
	"AMERICA'S HEROES" ARTIST FEE	1	\$50,000.00	50,000.00
	Sanction Fees			-
	Promotional Items (eg: tshirts, rings, etc.)			-
	Other: (please list)			-
				-
				-
				-
				-
			TOTAL OTHER EXPENSE	76,833.00

TOTAL REQUEST FOR EVENT 1	83,113.00
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Instructions: Please complete all areas of PINK that apply.

Permian Basin USSSA



**City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023**

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022.** (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Representative

Name of Organization

date

Received at City Hall:

(date and time)

**Request for Lodgers' Tax Assistance
Contact Information**

Organization	Permian Basin USSSA
Name of Contact	Tommy E Hawkins
Address	4487 Hackberry Ct.
City, State Zip	Midland TX 79707
Phone#/Fax#	432-520-9100 432-557-3229
email	tommy.hawkins@wtusssa.com

Event Budget

Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships						
Sales							-
Donations							-
Prior Year Carryover							-
Other (please explain)							-
Total Income		-	-	-	-	-	-

EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						
Cost of Awards							-
Building/Booth Rent							-
Advertising							-
Printing & Mailing							-
Print Media							-
Electronic Media							-
Misc. _____ (Please explain) _____							-
Total NON- LODGERS' Exp.		-	-	-	-	-	-

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	600.00	-	-	-	-	600.00
Electronic Media	-	-	-	-	-	-
Other	21,150.00	-	-	-	-	21,150.00
TOTAL LODGERS' TAX REQ. SUMMARY	21,750.00	-	-	-	-	21,750.00

LODGERS'
TAX

Instructions: Please complete all areas of PINK that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1 Event Information

Name of Event **Hobbs Fall Turf Games**
 Date **Sept. 23/24, 2023**
 Location **Vererans Sports Complex**
 Description **USSSA Baseball Tournament for teams 8u thru 14U players**

Expected Attendance	4000	# of Overnigheters	1000 nights	
Is this an annual event?	yes	Is this a new event?	no	

PRINTING							
	Posters (save-the-date)			Flyers Tickets	Programs		
	Cost	Quantity	Total		Cost	Quantity	Total
			-				0.00
			-				-
	SUBTOTAL				SUBTOTAL		
			-				-
	SUBTOTAL				TOTAL PRINTING COSTS		
			-				-

PRINT MEDIA					
	Name		# of ads	Cost	Total
	Newspaper	Hobbs News Sun		1	600.00
				-	
SUBTOTAL					600.00
Magazine/Other					-
					-
SUBTOTAL					-
TOTAL PRINT MEDIA					600.00

ELECTRONIC MEDIA					
	Name		# of spots	Cost	Total
	Radio				
Television					-
Social Media					-
TOTAL ELECTR. MEDIA					-

OTHER EXPENSE					
	Name		# of Item	Cost	Total
	Professional Performance Fees				
Sound and Lighting Costs					-
Sanction Fees	USSSA Sanction Fees		1	7,500.00	7,500.00
Promotional Items (eg: tshirts, rings, etc.)	Banners, Rings, Players & Coaches		1	13,650.00	13,650.00
Other: (please list)	Gifts				-
					-
					-
					-
					-
					-
					-
TOTAL OTHER EXPENSE					21,150.00

TOTAL REQUEST FOR EVENT 1	21,750.00
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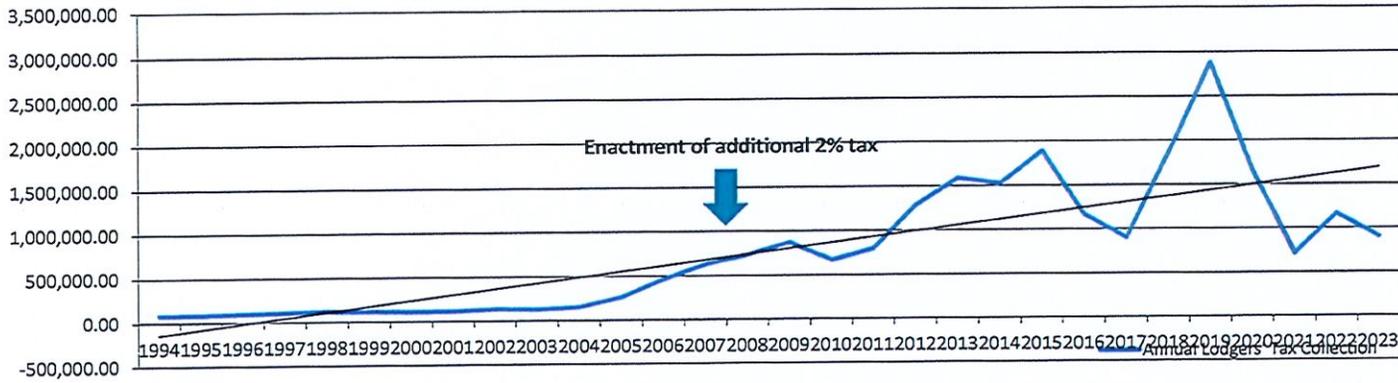
Instructions: Please complete all areas of PINK that apply.

CITY OF HOBBS LODGERS' TAX REPORT

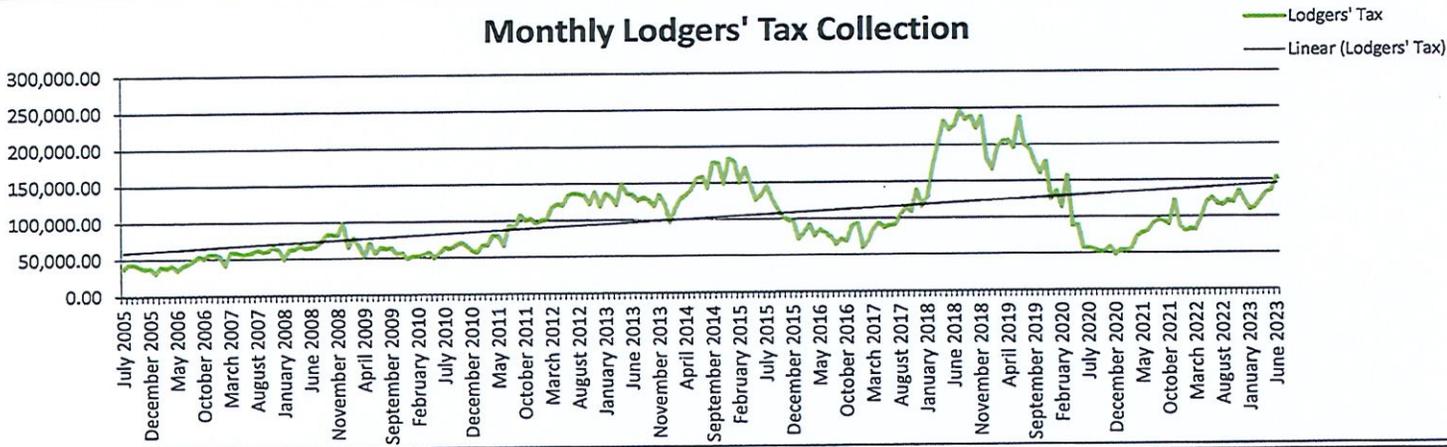
June 30, 2023

		RECEIPTS				EXPENDITURES			NET CHANGE		Cash
Month	Month	Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	Balance
CASH BALANCE		1,826,158.69	1,668,566.83	28,209.69	1,696,776.52		2,111,012.10				
July 2020		1,138,913.00	56,945.65	399.99	57,345.64		-	-	57,345.64	57,345.64	1,883,504.33
August 2020		1,090,902.80	54,545.14	313.84	54,858.98		72,707.57	72,707.57	(17,848.59)	39,497.05	1,865,655.74
September 2020		1,040,277.60	52,013.88	204.53	52,218.41		155,580.47	155,580.47	(103,362.06)	(63,865.01)	1,762,293.68
October 2020		1,028,334.80	51,416.74	168.11	51,584.85		191,580.00	191,580.00	(139,995.15)	(203,860.16)	1,622,298.53
November 2020		1,162,426.00	58,121.30	142.03	58,263.33		110,232.00	110,232.00	(51,968.67)	(255,828.83)	1,570,329.86
December 2020		949,227.00	47,461.35	-	47,461.35		177,572.38	177,572.38	(130,111.03)	(385,939.86)	1,440,218.83
SUBTOTAL		6,410,081.20	320,504.06	1,228.50	321,732.56	0.00	707,672.42	707,672.42			
January 2021		1,067,524.20	53,376.21	89.40	53,465.61		48,389.35	48,389.35	5,076.26	5,076.26	1,445,295.09
February 2021		1,055,811.40	52,790.57	103.49	52,894.06		29,089.12	29,089.12	23,804.94	23,804.94	1,469,100.03
March 2021		1,094,322.80	54,716.14	71.28	54,787.42		369,287.22	369,287.22	-314,499.80	-314,499.80	1,154,600.23
April 2021		1,438,003.40	71,900.17	60.84	71,961.01		0.00	0.00	71,961.01	71,961.01	1,226,561.24
May 2021		1,548,735.60	77,436.78	56.89	77,493.67		0.00	0.00	77,493.67	77,493.67	1,304,054.91
June 2021		1,593,608.60	79,680.43	137.09	79,817.52		199,724.39	199,724.39	-119,906.87	-119,906.87	1,184,148.04
SUBTOTAL		7,798,006.00	389,900.30	518.99	390,419.29	0.00	646,490.08	646,490.08			
FY 2021			710,404.36								
CASH BALANCE		1,184,148.04									
July 2021		1,801,674.20	90,083.71	45.30	90,129.01		-	-	90,129.01	90,129.01	1,274,277.05
August 2021		1,915,939.00	95,796.95	45.20	95,842.15		25,355.08	25,355.08	70,487.07	160,616.08	1,344,764.12
September 2021		1,868,698.40	93,434.92	51.06	93,485.98		222,127.13	222,127.13	(128,641.15)	31,974.93	1,216,122.97
October 2021		1,780,151.80	89,007.59	38.65	89,046.24		51,709.00	51,709.00	37,337.24	69,312.17	1,253,460.21
November 2021		2,429,424.60	121,471.23	47.62	121,518.85		-	-	121,518.85	190,831.02	1,374,979.06
December 2021		1,744,665.80	87,233.29	96.08	87,329.37		305,240.26	305,240.26	(217,910.89)	(27,079.87)	1,157,068.17
SUBTOTAL		11,540,553.80	577,027.69	323.91	577,351.60	0.00	604,431.47	604,431.47			
January 2022		1,577,475.40	78,873.77	57.30	78,931.07		15,947.15	15,947.15	62,983.92	62,983.92	1,220,052.09
February 2022		1,654,709.20	82,735.46	55.26	82,790.72		0.00	0.00	82,790.72	82,790.72	1,302,842.81
March 2022		1,627,879.20	81,393.96	59.05	81,453.01		319,470.83	319,470.83	-238,017.82	-238,017.82	1,064,824.99
April 2022		1,977,060.60	98,853.03	90.76	98,943.79		20,000.00	20,000.00	78,943.79	78,943.79	1,143,768.78
May 2022		2,402,337.40	120,116.87	236.22	120,353.09		0.00	0.00	120,353.09	120,353.09	1,264,121.87
June 2022		2,498,604.00	124,930.20	515.49	125,445.69		302,631.99	302,631.99	-177,186.30	-177,186.30	1,086,935.57
SUBTOTAL		11,738,065.80	586,903.29	1,014.08	587,917.37	0.00	658,049.97	658,049.97			
CASH BALANCE		1,086,935.57	1,163,930.98				1,262,481.44				
July 2022		2,344,993.40	117,249.67	724.61	117,974.28		18,764.47	18,764.47	99,209.81	99,209.81	1,186,145.38
August 2022		2,301,976.00	115,098.80	1,312.73	116,411.53		87,372.03	87,372.03	29,039.50	128,249.31	1,215,184.88
September 2022		2,432,846.20	121,642.31	1,763.30	123,405.61		249,365.79	249,365.79	(125,960.18)	2,289.13	1,089,224.70
October 2022		2,381,193.20	119,059.66	1,928.75	120,988.41		-	-	120,988.41	123,277.54	1,210,213.11
November 2022		2,688,695.60	134,434.78	2,574.32	137,009.10		192,300.35	192,300.35	(55,291.25)	67,986.29	1,154,921.86
December 2022		2,419,647.60	120,982.38	3,328.48	124,310.86		316,325.61	316,325.61	(192,014.75)	(124,028.46)	962,907.11
SUBTOTAL		14,569,352.00	728,467.60	11,632.19	740,099.79	0.00	864,128.25	864,128.25			
January 2023		2,182,112.60	109,105.63	3,183.80	112,289.43		35,371.75	35,371.75	76,917.68	76,917.68	1,039,824.79
February 2023		2,242,822.80	112,141.14	3,788.90	115,930.04		53,799.13	53,799.13	62,130.91	62,130.91	1,101,955.70
March 2023		2,432,360.40	121,618.02	3,670.54	125,288.56		216,175.23	216,175.23	-90,886.67	-90,886.67	1,011,069.03
April 2023		2,628,350.20	131,417.51	3,871.88	135,289.39		72,615.52	72,615.52	62,673.87	62,673.87	1,073,742.90
May 2023		2,699,091.00	134,954.55	4,283.86	139,238.41		20,835.92	20,835.92	118,402.49	118,402.49	1,192,145.39
June 2023		3,048,922.00	152,446.10	4,975.72	157,421.82		286,912.69	286,912.69	-129,490.87	-129,490.87	1,062,654.52
SUBTOTAL		15,233,659.00	761,682.95	23,774.70	785,457.65	0.00	685,710.24	685,710.24			
CASH BALANCE		1,062,654.52	1,490,150.55				1,549,838.49				

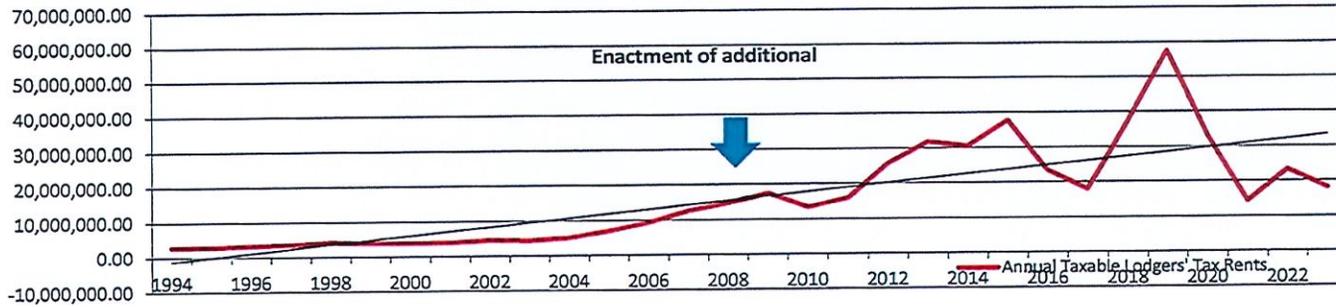
Annual Lodgers' Tax Collection

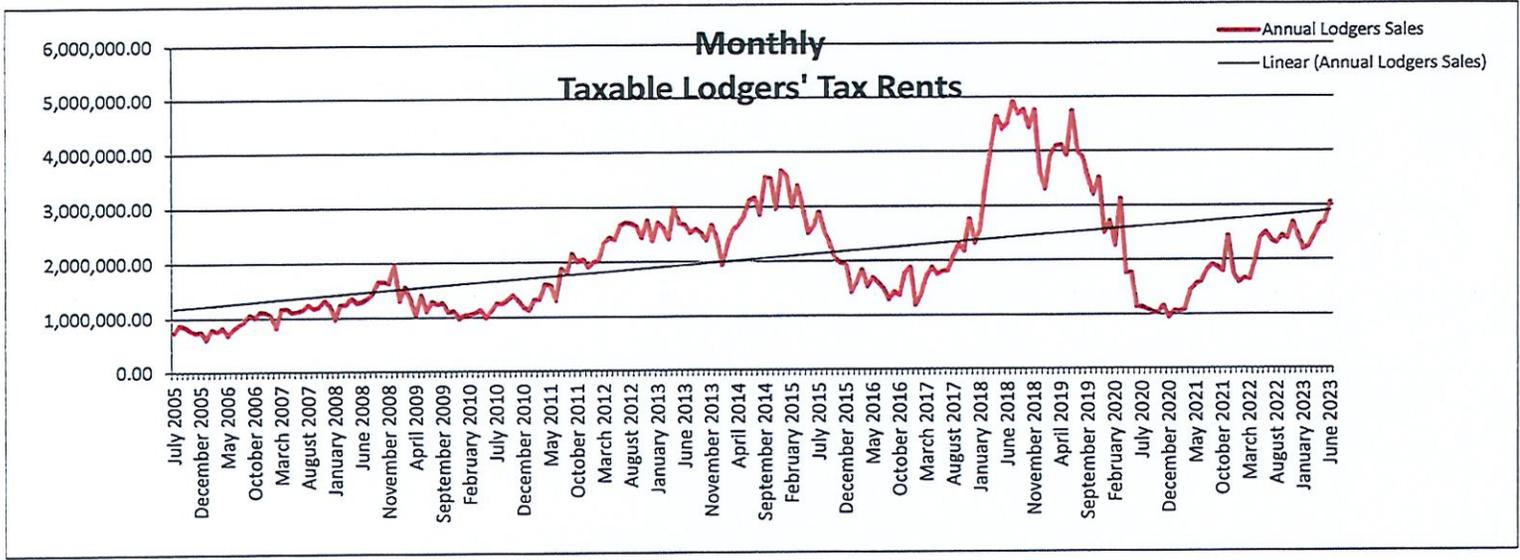


Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents





CITY OF HOBBS LODGERS' TAX PROGRAM						ACTUAL GRANT
6/30/2023	AWARD PROJECT	DATE	AMOUNT	EXPENSE		
6/30/2023	CASH BALANCE					1,062,654.52
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						167,174.85
22-15	Cinco De Mayo Committee	4-13-22	18,800.00	5,675.86		13,124.14
23-01	Hobbs USSSA	5-12-22	11,500.00	11,500.00		0.00
23-03	Hobbs Airfield Speedway, LLC	5-12-22	20,971.00	9,518.47		11,452.53
23-06	Western Heritage Museum	7-13-22	8,511.50	8,511.50		0.00
23-07	Hobbs USSSA	7-13-22	10,000.00	8,598.50		1,401.50
23-08	Southwest Symphony	7-13-22	12,127.38	10,645.54		1,481.84
23-09	Hobbs Airfield Speedway, LLC	7-13-22	16,730.00	15,336.57		1,393.43
23-10	Permian Basin USSSA	7-13-22	18,000.00	18,000.00		0.00
23-11	NAACP - State Conference	7-13-22	15,498.75	11,201.44		4,297.31
23-16	Southwest Symphony - Super Heroes	10-17-22	2,909.88	0.00		2,909.88
23-17	Impacto JAG Promotions - October 2022 Event	10-17-22	12,500.00	12,500.00		0.00
23-18	Permian Basin USSSA - November 7th, 8th Event	10-17-22	10,000.00	5,747.49		4,252.51
23-19	Hobbs Chamber of Commerce - 2022 Holiday Tournament	11-21-22	22,144.87	20,287.63		1,857.24
23-20	Tuff Hedeman Bull Riding	11-21-22	20,000.00	0.00		20,000.00
23-21	United Way of Lea County, MLK Day of Service	11-21-22	7,297.50	4,507.71		2,789.79
23-22	Cycle City Promotions - 2 Events	11-21-22	45,000.00	41,086.63		3,913.37
23-23	Southwest Symphony (3 events)	11-21-22	4,500.00	4,000.00		500.00
23-33	Impacto JAG Promotions - February 2023 Event	1-17-23	10,000.00	10,000.00		0.00
23-24	Hobbs USSSA - Blind as a Bat	1-11-23	2,500.00	0.00		2,500.00
23-25	Hobbs USSSA - Hobbs Superslam	1-11-23	9,000.00	0.00		9,000.00
23-26	Permian Basin USSSA - See What You Got	1-11-23	25,000.00	15,046.18		9,953.82
23-27	Permian Basin USSSA - King of the Turf	1-11-23	25,000.00	11,611.30		13,388.70
23-28	Southwest Symphony, Inc. Texas Guitar Quartet	1-11-23	1,000.00	1,000.00		0.00
23-29	Hobbs Airfield Speedway, LLC - Flashlight Cash Day's No Prep	1-11-23	3,800.00	0.00		3,800.00
23-30	New Mexico Junior College - NJCAA 2023 Outdoor Nail Championship	1-11-23	49,775.00	0.00		49,775.00
23-31	Sheri's House of Hope	1-11-23	9,743.30	4,508.72		5,234.58
23-33	Hobbs Quarterback Club - Hobbs Varsity Home Games	4-12-23	9,500.00	0.00		9,500.00
23-34	Juneteenth Celebration 2023	4-12-23	4,900.00	0.00		4,900.00
23-35	Hobbs Airfield Speedway, LLC - Flashlight Cash Day's No Prep	4-12-23	3,790.00	1,287.00		2,503.00
23-36	Hobbs USSSA - Hobbs Superslam NIT	4-12-23	11,500.00	0.00		11,500.00
23-37	Hobbs USSSA - JB Memorial	4-12-23	12,500.00	0.00		12,500.00
23-38	Permian Basin USSSA - Bball Moms are the Best/Last Chance for Ring	4-12-23	44,160.00	0.00		44,160.00
23-39	Southwest Symphony - Americana!	4-12-23	1,280.00	0.00		1,280.00
23-40	United Way of Lea County - TURFS - Flag Bowl	4-12-23	9,295.00	0.00		9,295.00
	TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES		179,693.38	0.00		258,663.64
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)					298,030.11
	Cash Available for Allocation					196,641.32
Beginning Cash Available for Local Government (City and County) (40%)						184,072.09
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	42,507.15		207,492.85
23-12	City of Hobbs - Rockwind Golf Marketing	7-13-2022	64,650.00	6,000.00		58,650.00
23-13	City of Hobbs - NM Recreation and Parks Association State Conf.	7-13-2022	49,995.00	41,700.12		8,294.88
23-14	City of Hobbs - CORE Marketing	7-13-2022	99,650.00	95,524.69		4,125.31
23-15	City of Hobbs - CORE Operating	7/13/2022	500,000.00	500,000.00		0.00
23-32	City of Hobbs - Slam and Jam	1/11/2023	13,000.00	0.00		13,000.00
	TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT		977,295.00	685,731.96		291,563.04
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)					596,060.22
	Cash Available for Allocation					488,569.27
Beginning Cash Available for Fire, EMS, Sanitation (15%)						0.00
	TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE		223,522.59	223,522.59		0.00
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)					223,522.59
	Cash Available for Allocation					-
Beginning Cash Available for Airline subsidy (25%)						74,982.74
23-02	EDC - MARKETING/AIRLINE SUBSIDY (91,191.40)	5-12-22	491,191.40	421,214.95		69,976.45
24-01	EDC - MARKETING/AIRLINE SUBSIDY 2024	4-12-23	200,000.00	0.00		200,000.00
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)					372,537.64
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY					372,537.64
	Cash Available for Allocation					377,543.93



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24th, 2023

SUBJECT: PHASE 12 WATERLINE REPLACEMENT PROJECT
DEPT. OF ORIGIN: Utilities & Engineering Departments
DATE SUBMITTED: July 14, 2023
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The design scope of work for the Phase 12 Waterline Replacement Project, includes the installation of approximately 12,811 linear feet of 6" C-900 PVC Waterline, 105 linear feet of 8" C-900 PVC Waterline, 1,103 linear feet of 12" C-900 PVC Waterline, (2) two 24" Control Valves, and the replacement of one 18" x 16" x 8" cross and valves on W. Snyder between Grimes St. and Leech St. The new installations 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.

Previous phases of the waterline replacement project have successfully completed improvements on approximately (29) twenty-nine miles of waterline throughout Hobbs. The Phase 12 Waterline Replacement project will add to the total by improving an additional (3) three miles of waterline. Future waterline replacement phases are currently in the planning & budgeting phases with an expected (4) four additional miles of improvements.

Fiscal Impact:

Reviewed By: [Signature]
Finance

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, o=City of Hobbs, ou=Finance Director,
email=tsp@cityofhobbsnm.org, c=US
Date: 2023.07.14 10:37:18 -0600

Budget:

Budget Line: 61-4061-44901-00094
Budgeted: \$1,175,242.93
Available: \$1,167,354.38

Design:

Estimated Design Cost (CES): \$213,805.00
NMGRT @ 6.5625%: \$14,030.95
Total Cost: \$227,835.95

Attachments:

Project Area Maps, Project Design Scope & Cost Estimate provided by Souder, Miller & Associates.

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Digitally signed by Valerie S. Chacon
DN: cn=Valerie S. Chacon, o=City of Hobbs, ou=City Attorney,
email=vchacon@hobbsnm.org, c=US
Date: 2023.07.14 10:21:47 -0600

Recommendation:

Consideration and Approval of Contract Award for the Phase 12 Waterline Replacement Project Design to Souder, Miller & Associates utilizing CES, Contract Number: 2023-01-C2112-ALL.

Approved For Submittal By:

William J. Griffin
Department Director

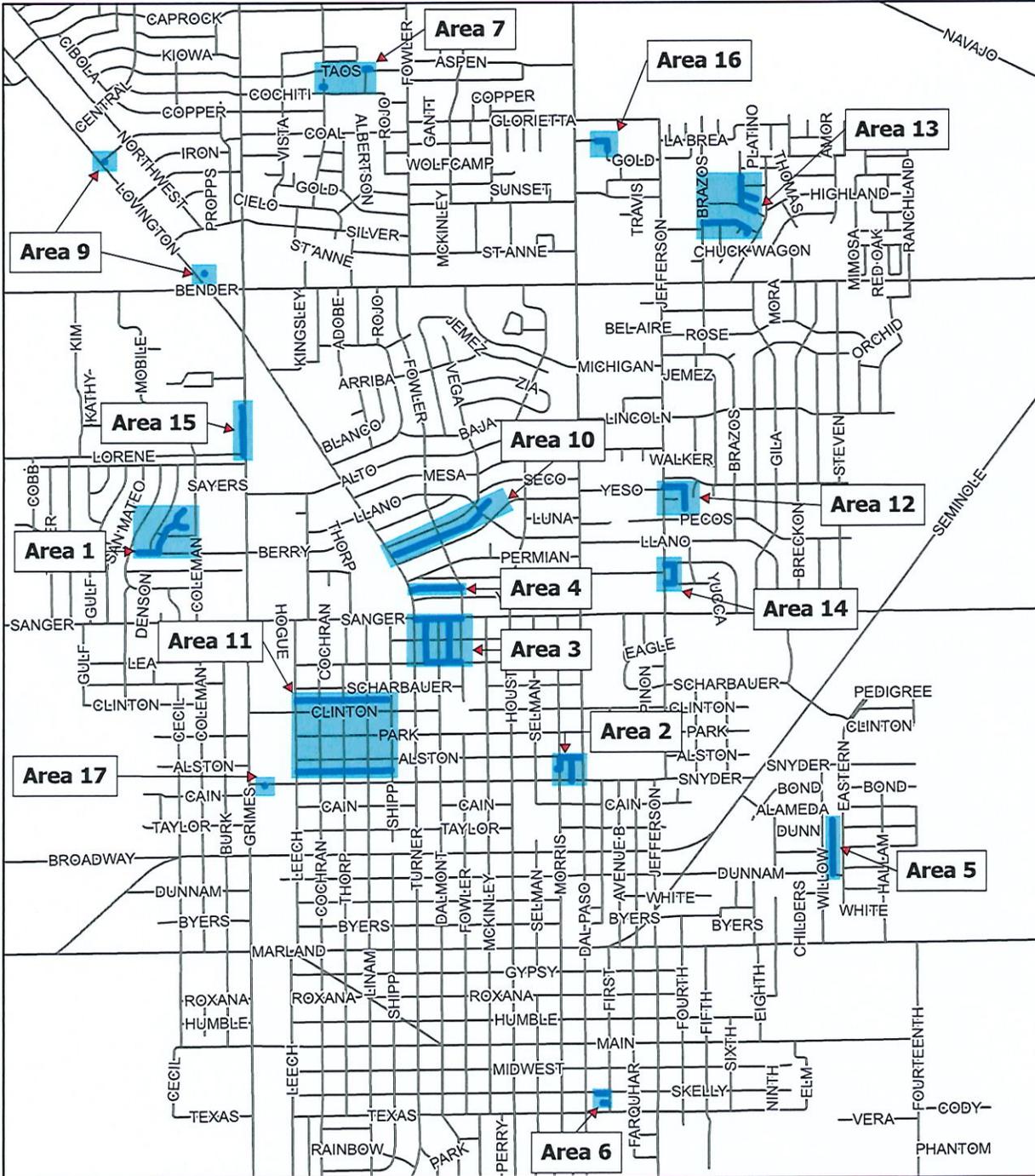
[Signature]
City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

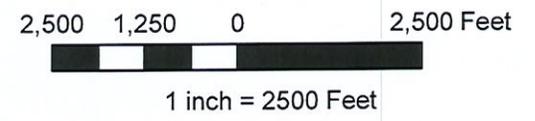
Phase 12 Waterline Replacement Project

Proposed Project Areas



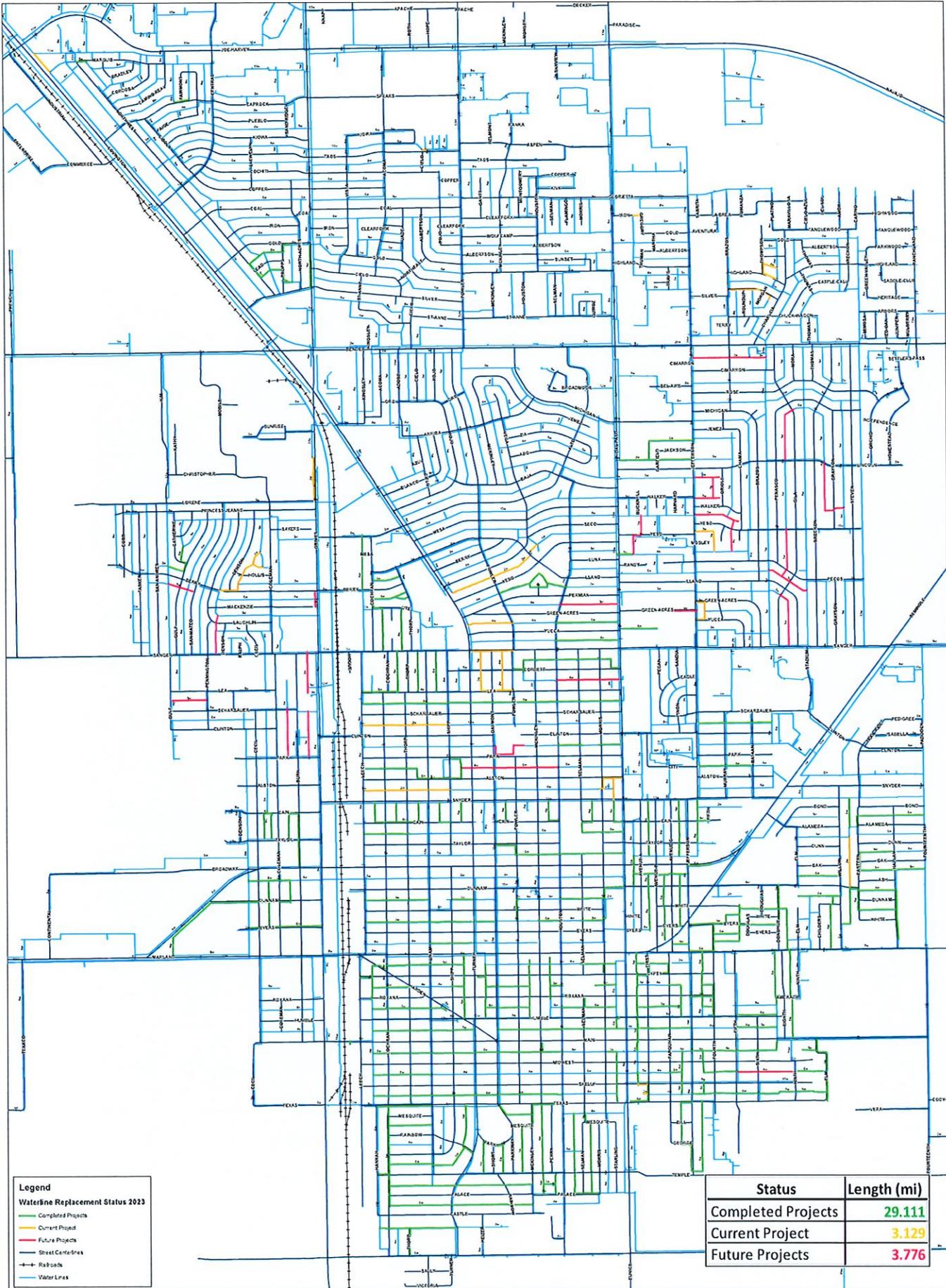
Legend

- Phase 12 Project Areas
- Roadway Centerline



Waterline Replacement Map

2023 Project Status Map (Planned Phase 12)



Legend
Waterline Replacement Status 2023

- Completed Projects
- Current Project
- Future Projects
- Street Centerlines
- Railroads
- Water Lines

Status	Length (mi)
Completed Projects	29.111
Current Project	3.129
Future Projects	3.776

0 700 1,400 2,800 4,200 Feet
 City of Hobbs GIS Division
 Date: 5/22/2023 1 inch = 700 feet Time: 8:05:16 PM

SY

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July 13, 2023

#6C32331

Mr. Anthony Henry
City of Hobbs, NM
200 E. Broadway
Hobbs, NM 88240
ahenry@hobbsnm.org
(575) 397-9232

RE: PROPOSAL FOR CES HOBBS PHASE NO. 11 AND 12 WATERLINE REPLACEMENT DESIGN

Dear Mr. Henry:

In response to your April 26, 2023 request and follow-up phone meeting, Souder, Miller and Associates (SMA) is pleased to submit the attached scope of services to perform engineering design services for the City of Hobbs Phase 11 and 12 Waterline Replacement Projects using the CES process.

The Work Plan includes the scope, schedule and fee documents that could be approved with a Purchase Order using the new CES process to allow the Phase 11 and 12 Waterline Replacement Design Work to be performed as described in the attached scope of services.

This contract for work will be through the Cooperative Educational Services (CES) process and will comply with all terms and conditions of CES. Work will be performed on a Lump Sum basis under CES agreement No. 2023-01-C2112-ALL. The SMA-CES agreement is valid from October 6, 2022 through October 5, 2026. The 2023 Professional Fee Schedule attached for use with this work reflects the 3% discount for CES projects.

The term associated with this CES proposal will be a maximum of one year and the lump sum cost for work to be performed under this proposal is \$213,805 plus NMGRT.

If you accept this proposal, please create a purchase order to SMA and use the online registration process to send it to CES along with the attached scope of work and cost breakdown for their review and approval.

Mr. Anthony Henry

July 13, 2023

Page 2

This proposal offer may be withdrawn, at the option of SMA, if it has not been accepted within 45 days of its date of issue.

Feel free to contact either of the undersigned if you have any comments and/or questions concerning this scope of services.

Sincerely,

MILLER ENGINEERS, INC. D/B/A
SOUDER, MILLER & ASSOCIATES



Russ Doss, P.E.

Senior Engineer II

russell.doss@soudermiller.com



Lilla J. Reid, P.E.

Senior Vice President

lilla.reid@soudermiller.com

Enclosed: SMA Scope of Services, SMA Cost Breakdown

Scope of Services

Project Description

Souder, Miller & Associates (SMA) prepared this Scope of Services to provide Design Services to the City of Hobbs (Owner) for annual water distribution improvements including:

- 1520-1536 N. Denson – 264 linear feet of replacement 6-inch PVC waterline
- Morris @ Dal Paso between Alston & Snyder – 382 linear feet of new 6-inch PVC waterline
- Turner to Fowler between Yucca & Permian – 802 linear feet of replacement 6-inch PVC waterline
- Dalmont to Fowler (between Lea & Sanger) – 865 linear feet of replacement 6-inch PVC waterline
- Dalmont Alley (between Lea & Sanger) – 649 linear feet of replacement 6-inch PVC waterline
- E Lea Street (Dalmont Alley to Fowler) – 404 linear feet of replacement 6-inch PVC waterline
- E Dunnam to E Alameda on N. Eastern/Willow – 900 linear feet of replacement 6-inch PVC waterline
- 815 E. Skelly – 174 linear feet of new PVC 6-inch waterline and abandonment of 100-foot-long service
- 231 W Taos – 105 linear feet of new 8-inch PVC waterline
- 205 E. Sanger – 733 linear feet of new 6-inch PVC waterline
- Lovington Hwy & Coal – installation of a new 24-inch gate valve
- Lovington Hwy & Bender – replacement of a broken 24-inch gate valve
- Turner to Llano – 1,700 linear feet of replacement 6-inch PVC waterline
- Leech to Shipp (Scharbauer to Clinton) – 1,447 linear feet of replacement 6-inch waterline
- Leech to Shipp (Alston to Snyder) – 1,494 linear feet of replacement 6-inch PVC waterline
- Jefferson (Mosley to Yeso Circle) – 672 linear feet of replacement 6-inch PVC waterline
- 2430 N. Brazos – 629 linear feet of new and 120 linear feet of replacement 6-inch PVC waterline
- 2600 Thompson – 701 linear feet of new and 254 linear feet of replacement 6-inch PVC waterline
- 114 Yucca – 151 linear feet of new and 417 linear feet of replacement 6-inch PVC waterline
- 404 W. Cochiti – 53 linear feet of new 6-inch PVC waterline
- 1717 to 1931 N Grimes – 787 linear feet of new 12-inch PVC and replacement of 251-foot service line on to Gregory – 316 linear feet of new 12-inch PVC waterline
- W Snyder between Grimes and Leech – replace 18" x 8" cross and valves

SMA proposes to complete the following scope of work.

Project Management

1. **Project Management Plan (PMP) Preparation:** SMA will prepare a PMP to outline and document the following to ensure the entire project team has information necessary for a successful project:
 - a. Project team roles and responsibilities
 - b. SMA role in the project
 - c. Subconsultants for the project
 - d. Critical issues for the project

Exhibit A

Preliminary and Final Design Services

Scope of Services

- e. Project scope, budget and schedule including identification of critical path items
- f. Change management and mitigation
- g. QAQC Plan
- h. Risk identification and safety plan

The PMP is intended to be a living document and the PM will update the PMP throughout the project as necessary.

2. **Kick-off Meeting:** SMA will hold an internal kick-off meeting to review the PMP with all of the project team members.
3. **Ongoing Project Management:** SMA will set up project budget and files, keep project records, update PMP as necessary, and prepare monthly invoices as outlined in the contract. The fee for these monthly project management tasks is based on an overall project duration of five (5) months.

Preliminary Design Phase Services

4. **Property/Easement Research:** SMA will research New Mexico Department of Transportation and County Right-of-Way Maps, and will research County plat records for adjacent properties and for existing easements shown on plats that may be applicable to the project. Included are the copying and related costs charged by the County for this research. SMA has not included a title search or warranty deed/easement research in this scope of services.
5. **New Mexico Department of Transportation (NMDOT) Environmental Clearance:** SMA will prepare and submit an NMDOT Environmental Clearance letter to the NMDOT Environmental Design Division to determine whether any environmental clearance will be required to secure the NMDOT permit.
6. **As-built Research:** SMA will go through the Owner's available record drawings for applicable projects. The Owner will provide access to the records or will provide the records to SMA.
7. **Utility Coordination:** SMA will submit a design locate to the 811 Utility Locating System to attempt to get information regarding utilities that may be impacted by the proposed project. SMA will follow-up with utilities that do not respond to the design locate ticket up to two times before proceeding with the design without the utility information. SMA has not included physical utility location (potholing) nor associated mapping in this scope of services. SMA shall not be held responsible for costs (typically change order costs) associated with utilities that are not marked despite SMA's efforts to obtain the existing utility information.
8. **Topographical Survey:** SMA will perform a survey of the project area. This survey will identify the approximate locations of property boundaries and easements based on occupation lines, but will not include a boundary survey of these properties or topographic survey of the project area. The survey will collect utility markings from the 811 design locate.
9. **Design of Waterline Plan:** SMA will prepare a pre-final horizontal alignment design for the waterline(s) incorporating the data from the as-built research, the utility coordination and the property and easement research. The waterline sizing will be based on the recommendations in the 2012 City of Hobbs Water and Wastewater Master Plan, with a minimum replacement line size of 6-inch diameter PVC pipe.
10. **Design Water Connections:** SMA will prepare the pre-final design of the connections to the proposed waterline(s). SMA will design the connections to the existing system and any branch lines. Design of

Exhibit A
Preliminary and Final Design Services
Scope of Services

service line connections will not be included in this task because this work is covered by in the standard details, and the location of the service lines will be field coordinated by the construction observer during construction.

11. **Prepare Plans:** SMA will prepare a pre-final set of plans to include the design elements above and a Cover Sheet, General Notes, Overall Map with Survey Control, Standard Details, and Standard Construction Traffic Control Sheets.
12. **Engineer's Opinion of Probable Construction Cost (EOPCC):** Once the pre-final design of the waterline(s) is complete, SMA will estimate the quantities for all proposed items and will prepare unit cost price estimates for each item using SMA's database of existing projects and other resources.
13. **Prepare Contract Documents and Specifications:** SMA will prepare contract documents utilizing the City of Hobbs standard contract and technical specifications. This task includes modifying the standard contract for this project, and preparing a bid schedule.
14. **Submission to Agency:** SMA will submit the pre-final plans, contract documents and technical specifications (Construction Documents) to the following Agency for their review concurrent with the design review with the Owner:
 - a. NMED-DWB – SMA will follow the NMED-Drinking Water Bureau (DWB) construction application checklist to prepare the Application for Construction or Modification of Public Water Supply System. The Owner will need to provide all the information requested by NMED-DWB that is not part of the proposed project. SMA understands that NMED-DWB approval is not required for pipeline projects.

SMA intends to address the comments from the Owner and the Agency at the same time.

15. **Right-of-Way Permits:** SMA will submit right-of-way permit applications with the pre-final plans to the NMDOT. SMA will relay comments received during the permitting process to the Owner to ensure that the Owner agrees with design changes needed.
16. **Design Review with Owner:** SMA will conduct a meeting with the Owner's representative to review the pre-final design. **SMA will submit an electronic copy of the pre-final Construction Documents and the EOPCC via email** prior to the pre-final design review meeting. The purpose of this meeting will be to identify any issues with the alignment, profiles, and connections for the waterline(s) and to ensure that the alignment, profiles, pipe sizes, and locations of connections are acceptable to the Owner. Some potential issues to identify at this stage include: private or public utilities that were not identified on the available record drawings, landscaping or structures that were not identified on the topographical survey. The meeting is also intended to get Owner input on the standard details and to identify any Owner concerns related to operation and maintenance.

Final Design Phase Services

17. **Revisions to Construction Documents:** SMA will revise the Construction Documents to attempt to incorporate the pre-final design review comments resulting from the Owner and Agency reviews. The contract documents will be updated to include applicable wage rates.
18. **Revisions to EOPCC:** The EOPCC will be updated to reflect design changes.
19. **Resubmittal:** SMA will re-submit the revised Construction Documents to the Owner and Agency as needed based on review comments received.

Exhibit A

Preliminary and Final Design Services

Scope of Services

- 20. **Production:** SMA will produce a final plan set on 24" x 36" bond, and a final unbound set of the contract documents and specifications. These final documents will be used to make copies for distribution to the Owner and for distribution during bidding. **SMA will deliver three (3) hardcopies of the final Construction Documents and the EOPCC (and one digital pdf copy) to the Owner after production.**

Schedule

SMA proposes to complete the above scope of services according to the following schedule.

Task	Duration (calendar days)
List of data needed from Owner	5 days from contract execution
Field Surveying & Mapping Services	30 days from the completion of utility locates
Preliminary Design Phase Services	120 days from the receipt of Owner data
Final Design Phase Services	30 days from the receipt of Agency and Owner comments

Compensation

The budgets shown below exclude New Mexico Gross Receipts Tax (NMGRT). NMGRT will be added to each invoice based on the current rate at the time of billing. The budgets for the phases shown will be billed on a lump sum basis; therefore, the invoices will not include an itemized breakdown of charges. Invoices will be issued on a monthly basis reflecting the percentage of each task completed to date.

Task	Cost
Field Surveying & Mapping Services	\$ 38,234.00
Preliminary Design Phase Services	\$ 117,458.00
Final Design Phase Services	\$ 58,113.00
Total	\$ 213,805.00

Assumptions

SMA made the following assumptions to develop the fee for the above scope of services:

1. SMA assumes that there is no contamination on the project sites. If contamination is found on the project site, and investigation is required, SMA will alert the Owner and additional scope and fee will be negotiated with the Owner.
2. SMA assumes that the Owner holds titles or easements to any properties required for the project with the exception of the public rights-of-way listed above. SMA assumes that the Owner will provide copies of the warranty deeds, plats, and easement documents to SMA. A title search, warranty deed research, easement research, boundary surveys or easement preparation will require an amendment to this contract, which will be negotiated with the Owner. If the property descriptions in the easement documents are ambiguous, the Owner may need to provide additional direction regarding the proposed improvement locations or negotiate a fee to have SMA prepare a new easement.
3. Based on direction from the Owner, SMA assumes that topographic data will not be required to complete the design and that the design plans will include requirements for the contractor to locate

Exhibit A

Preliminary and Final Design Services

Scope of Services

utilities prior to work. SMA also assumes that if utility conflicts are apparent based on the utility locates that the Owner will provide additional information by potholing in those areas. Because survey and utility depth data will not be available, SMA will not design the waterlines profiles to avoid high points or utility conflicts.

4. SMA assumes that a geotechnical investigation of the proposed waterline locations is not necessary and that the City's standard notes on caliche excavation and rock excavation will be sufficient to bid the project. SMA assumes that the Owner will provide operations staff to open or otherwise provide access to the existing facilities that need to be surveyed.
5. SMA assumes that there will not be any additional environmental clearance work will be required to secure the NMDOT permit. If additional environmental clearance work will be required, SMA will negotiate a fee for the additional work required.
6. SMA assumes that there are no geotechnical conditions that will require special design considerations (corrosive soils, shallow groundwater, rock excavation).
7. SMA assumes the Owner will secure a Site Certificate from their attorney if required by the funding agency to confirm property ownership for the property.
8. SMA assumes that the Owner knows the location of their existing utilities and can mark the locations within allowable 811 tolerances (typically within 18 inches).
9. SMA assumes that the proposed improvements will have adequate space within the specified corridor to be installed. If existing utilities within the corridor prohibit the installation of the proposed improvements, SMA will alert the Owner, and the corridor will be modified, or an additional scope and fee will be negotiated with the Owner to cover the additional engineering required to mitigate the existing utilities. SMA assumes that with the exception of the two valves along Highway 18, the improvements will be in City right-of-way and will not require right-of-way permits.
10. SMA assumes that the Owner does not have an existing Supervisory Control and Data Acquisition (SCADA) system or that the proposed improvements will need to be tied into an existing SCADA system. During construction, job site safety shall be the sole responsibility of the Contractor. SMA will not manage or control the Contractor's work with respect to means, methods, techniques, sequences or procedures, and/or safety. The Contractor will be responsible for complying with rules, laws, ordinances, codes, or orders in the execution of the work. SMA and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.
11. SMA did not include Bid, Construction, or Construction Observation Phase Services in this Scope of Services. SMA will negotiate the scope and fee for these services at a later date if required.

Summary of Cost Proposal

Souder, Miller & Associates

Professional Services and Expenses Task/Hours/Fee Breakdown Related To

Project Description: Hobbs CES Waterline Design
Project Number: 6C32331
Owner: City of Hobbs
Date of Submittal: July 13, 2023
Tax Rate on Services: 6.5625%

TOTALS

PHASE/ CATEGORY OF WORK	Subtotal	NMGRT	Total
Field Survey and Mapping	\$ 38,234.00	\$ 2,509.11	\$ 40,743.11
Preliminary Design	\$ 117,458.00	\$ 7,708.18	\$ 125,166.18
Final Design	\$ 58,113.00	\$ 3,813.67	\$ 61,926.67
TOTALS	\$ 213,805.00	\$ 14,030.95	\$ 227,835.95

EXHIBIT B.2 - COST PROPOSAL
Souder, Miller & Associates
Professional Services and Expenses Task/Hours/Fee Breakdown Related To

DESIGN PHASE - BASIC ENGINEERING SERVICES																	
Project Description:		Hobbs CES Waterline Design															
Project Number:		6C32331															
Owner:		City of Hobbs															
Date of Submittal:		July 13, 2023															
Tax Rate on Services:		6.5625%															
		Note: Figures in this table do not include tax															
Job Description	Principal	Senior Manager III	Senior Manager II	Senior Eng./Sci./Surv II	Project Eng./Sci./Surv III	Staff EIT/LSIT Sc II	Eng/CAD Surv/Field Tech V	Eng/CAD Surv/Field Tech IV	Eng/CAD Surv/Field Tech III	Project Fin. Mgr. Asst. II	GPS	Mileage	Expenses	Per Diem	Total SVA	Sub Contracts	Total Task
Billing Rate per Unit	\$ 232.80	\$ 218.25	\$ 203.70	\$ 174.60	\$ 135.80	\$ 118.40	\$ 116.40	\$ 101.65	\$ 67.90	\$ 97.00	\$ 20.00	\$ 0.655	\$ 1.00	\$ 150			
Task	Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Mi	Actual	Days	\$	\$	\$
Preliminary Design																	
Project Management Plan			1		1												\$ 340
Start-Up Meeting Preparation					1												\$ 136
Start-Up Meeting w/ Design Team		1	1		1		1										\$ 674
Invocing / Project Management	2		4	8						4							\$ 3,065
INDOT Environmental Clearance			1		4	2											\$ 437
As-built Research			2	2	4												\$ 1,300
Utility Coordination		1		8	2												\$ 1,687
Preliminary Design:																	
Cover			1		2		4										\$ 941
Index / Map / Notes			1		2		8										\$ 1,407
Plan View																	\$ -
1520-1536 N. Denon			1		4		10										\$ 1,911
Moms @ Dal Paso between Alston & Snyder			1		4		10										\$ 1,911
Turner to Fowler between Yucca & Permian			1		4		10										\$ 1,911
Dalmon to Fowler between Lea & Sangar			1		4		10										\$ 1,911
Dalmon Alley (between Lea & Sangar)			1		4		10										\$ 1,911
E Lea Street (Dalmon Alley to Fowler)			1		4		10										\$ 1,911
E Dunnam to E Alameda on N. Eastern Willow			2		8		20										\$ 3,822
815 E. Slaty			1		4		10										\$ 1,911
231 W Tacos			1		4		10										\$ 1,911
205 E. Sangar			1		4		10										\$ 1,911
Lovington Hwy & Coal			1		4		10										\$ 1,911
Lovington Hwy & Bender			1		4		10										\$ 1,911
Turner to Llano			2		8		20										\$ 3,822
Leech to Shipp (Scharbauer to Clinton)			2		8		20										\$ 3,822
Leech to Shipp (Alston to Snyder)			1		4		10										\$ 1,911
Jefferson (Mosley to Yesso Circle)			1		4		10										\$ 1,911
2430 N. Brazos			1		4		10										\$ 1,911
2600 Thompson			2		8		20										\$ 3,822
114 Yucca			1		4		10										\$ 1,911
404 W. Cochis			1		4		10										\$ 1,911
1717 to 1931 N Grimes			1		4		10										\$ 1,911
Iron to Gregory			1		4		10										\$ 1,911
W Snyder between Grimes and Leech			1		4		10										\$ 1,911
Asphalt/Concrete Replacement:																	
Moms @ Dal Paso between Alston & Snyder			1		1		6										\$ 1,038
Turner to Fowler between Yucca & Permian			1		1		6										\$ 1,038
Dalmon to Fowler between Lea & Corbett			1		1		6										\$ 1,038
Dalmon to Fowler between Lea & Sangar			1		1		6										\$ 1,038
E Dunnam to E Alameda on N. Eastern Willow			1		1		6										\$ 1,038
815 E. Slaty			1		1		6										\$ 1,038
231 W Tacos			1		1		6										\$ 1,038
205 E. Sangar			1		1		6										\$ 1,038
Turner to Llano			2		4		12										\$ 2,347
Leech to Shipp (Scharbauer to Clinton)			2		4		12										\$ 2,347
Leech to Shipp (Alston to Snyder)			2		4		12										\$ 2,347
Jefferson (Mosley to Yesso Circle)			1		1		6										\$ 1,038
2430 N. Brazos			1		1		6										\$ 1,038
2600 Thompson			2		4		12										\$ 2,347
114 Yucca			1		1		6										\$ 1,038
404 W. Cochis			1		1		6										\$ 1,038
1717 to 1931 N Grimes			2		4		12										\$ 2,347
Iron to Gregory			1		1		6										\$ 1,038
W Snyder between Grimes and Leech			1		1		6										\$ 1,038
Details			4		16		40										\$ 7,644
Traffic Control			4		16		24										\$ 5,781
Prepare Plans					4		4										\$ 1,009
EOPCC			4		8		20										\$ 4,229
Prepare Contract Documents and Specs			2		4		16										\$ 2,813
QAQC	4		4		8		24										\$ 5,659
Submission to Agency					2		2										\$ 466
Right-of-Way Permits							8										\$ 931
Design Review with Owner			2		2		2										\$ 679
Subtotal Hours:	6	2	82	18	213	50	521	0	0	4	0	0	0	0			\$ 117,457
Subtotal Cost:	\$ 1,397	\$ 437	\$ 16,703	\$ 3,143	\$ 28,925	\$ 5,820	\$ 60,644	\$ -	\$ -	\$ 389	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,457
Final Design																	
Revisions to Construction Documents	2		40		100	24	240										\$ 52,923
Revisions to EOPCC			1		1	4	4										\$ 605
Resubmittal						2	2										\$ 466
Production						2	2										\$ 466
In-House Quality Control	4		4		4	2	8										\$ 3,453
Subtotal Hours:	6	0	45	0	105	34	252	0	0	0	0	0	0	0			\$ 58,113
Subtotal Cost:	\$ 1,397	\$ -	\$ 9,167	\$ -	\$ 14,259	\$ 3,658	\$ 29,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,113
Total Cost of Design Phase Services:																	\$ 175,570
Field Survey and Mapping																	
Survey Plan / Instructions		1				1											\$ 335
Survey Research:																	\$ -
Utility Locations						3											\$ 349
Right of Way / Easements																	\$ -
Property Ownership																	\$ -
Obtain Permission to Survey																	\$ -
Perform Field Research		1				2											\$ 451
Perform Field Survey						4		120	120		120	2140	\$ 1,000	30			\$ 30,137
Establish Utility & R/W Location						2		5	5		5						\$ 1,182
Establish Control Points						2		5	5		5						\$ 1,182
Aerial Mapping																	\$ -
Download Data / tins & contours						12											\$ 1,397
Prepare Mapping							20										\$ 2,328
Verify Accuracy of Survey																	\$ 873
Subtotal Hours:	0	6	0	0	0	26	20	130	130	0	130	2140	1000	30			\$ 38,233
Subtotal Cost:	\$ -	\$ 1,310	\$ -	\$ -	\$ -	\$ 3,026	\$ 2,328	\$ 13,241	\$ 8,827	\$ -	\$ 2,600	\$ 1,402	\$ 1,000	\$ 4,500	\$ 33,233	\$ -	\$ 38,233
Total Cost of Additional Engineering Services during the Design Phase:																	\$ 38,233



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 24, 2023

SUBJECT: APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NON-METRO AREA AGENCY ON AGING

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: July 17, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director, and Angela Courter, Senior Affairs Coordinator

Summary: The City of Hobbs Senior Center has submitted an Area Plan to Non-Metro Area Agency on Aging. The Non-Metro Area Agency on Aging has awarded the City of Hobbs Senior Center up to \$212,788.76. This resolution authorizes the City Manager to execute a contract with the Non-Metro Area Agency on Aging to receive funds to provide meal services and transportation for our senior citizens. It is anticipated that during FY24, the Senior Center will distribute approximately 42,000 meals and provide approximately 3,000 units of transportation.

Fiscal Impact: Reviewed by: [Signature] Finance Department

There is a potential of receiving up to \$212,788.76 in grant money from this contract. The City of Hobbs is anticipating expenditures of approximately \$484,195.76 on meals and transportation during FY24 as noted in the attached Commitment of Local Funds document.

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

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

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

Approved For Submittal By: [Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7378

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

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

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

WHEREAS, the Non-Metro Area Agency on Aging has an estimated award to the City of Hobbs Senior Center up to \$212,788.76 to provide meal services and transportation for our senior citizens;

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

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

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

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2023, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Hobbs, hereinafter referred to as the "Subrecipient Contractor."

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

1. SCOPE OF SERVICES

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

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

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

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$212,788.76. Said aggregate amount is to be derived from the following sources.
1. \$21,182.41 from Title III-B of the OAA [Assistance Listing Number 93.044].
 2. \$60,666.63 from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
 3. \$26,405.66 from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
 4. \$.00 from Title III-D of the OAA [Assistance Listing Number: 93.043].
 5. \$.00 from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
 6. \$104,534.06 from the NMGAA-State/HB-2
- F. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
- G. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- H. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractor's own risk, and the Agency shall not be liable for such expenditures.
- I. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient

Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

- J. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- K. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.
- L. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

2. TERMS OF AGREEMENT

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

- A. The Subrecipient Contractor agrees to:
 - 1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 - 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 - 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
 - 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted.
 - 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 - 6. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required

- to be forwarded to the Agency. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
7. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
 8. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.
 9. Submit contingency plan to address unforeseen circumstances when service delivery is threatened.
 10. At a minimum, attend two (2) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings). Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
 11. Submit timely and accurate information necessary for reimbursement.
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditures. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year. The Subrecipient Contractor shall submit to the Agency utilizing OAA-SYS system provided by the Agency.
 - c. Supporting documentation to validate reported expenses to include general ledger, purchase orders, and invoices.
 - d. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, are due by the 15th business day of the month following the end of the quarter.
 - e. Quarterly program narrative reports by the 15th business day of the month following the end of the quarter.
 12. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
 13. Subrecipient Contractor agrees to bill Medicaid, or contract with the Agency to bill Medicaid, for Medicaid-eligible consumers enrolled in Medicaid-eligible services.

14. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency further abides to:

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

3. ASSURANCES

A. *Americans with Disabilities Act of 1990 –*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*

The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- G. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Under no circumstances may budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.
- H. *Incentive Compensation*
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is unallowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.
- I. *Independent Audit*
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2023, through June 30, 2024. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.
1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
 2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
 3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

J. *Equal Opportunity Compliance*

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

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

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

L. *Non-Discrimination Service Delivery.*

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

M. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section

2.A.2. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

N. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument to obtain and evaluate consumer opinions of the quality of services received.

O. *Emergency Preparedness Requirements.*

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

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

4. TERM

This Agreement shall begin on July 1, 2023, and terminate on June 30, 2024, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred

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

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

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

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

- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:
1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.
 2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
 3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
 4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
 5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
 6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

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

the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

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

9. ASSIGNMENT

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

10. SUBCONTRACTING

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

11. RELEASE

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

12. CONFIDENTIALITY

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

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under

this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

16. MERGER

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

17. PENALTIES FOR VIOLATION OF LAW

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

18. APPLICABLE LAW

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

19. WORKERS COMPENSATION

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

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and

retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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

22. INTERNAL DISPUTE MEDIATION

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

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

23. PARTICIPANT GRIEVANCE

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

24. KEY PERSONNEL

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

- 1. Program Director
- 2. Financial Manager

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

25. INVALID TERM OR CONDITION

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

26. ENFORCEMENT OF AGREEMENT

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

27. NOTICES

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

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

SUBRECIPIENT CONTRACTOR:
 City of Hobbs

28. INSURANCE

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

29. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2023.

City of Hobbs
Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

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



Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2023
Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

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

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

City of Hobbs Senior Center

NM

Organization

State

City Manager

Authorized Signature

Title

Date

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

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

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

City of Hobbs		NM
Organization		State
	City Manager	
Authorized Signature	Title	Date
Manny Gomez		
Printed Name of Authorized Signatory		

ASSURANCES

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

GENERAL ASSURANCES

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

The subrecipient contractor, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual orientation in administering programs or providing services.

The subrecipient contractor will, in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are accessible to individuals with disabilities.

The subrecipient contractor will comply with all applicable state and local laws, rules, and regulations. The subrecipient contractor will comply with all policy issuances by the NM Aging & Long-Term Services Department and the Governor of New Mexico.

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

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

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

The subrecipient contractor providing nutrition services will offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.

The subrecipient contractor providing nutrition services, will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The subrecipient contractor will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her well-being.
- the right to participate in planning or providing input regarding services provided.

- the right to voice a grievance with respect to any service that is, or fails to be, provided, without discrimination or reprisal as a result of voicing such grievance.
- the right to confidentiality of records relating to services provided.

ORGANIZATION

The subrecipient contractor will, through a comprehensive and coordinated system, provide supportive services, nutrition services and the establishment, construction, and maintenance of senior centers.

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

The subrecipient contractor will serve as an advocate and focal point for older individuals within their communities, in cooperation with other agencies, organizations and individuals, by monitoring, evaluating and commenting upon policies, programs and actions which affect older individuals.

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

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

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

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

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

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

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

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

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

The subrecipient contractor will demonstrate the ability to develop a service plan and to administer programs and services within the plan.

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

SERVICE PLANS

The subrecipient contractor will assure that it will develop and submit to the Non-Metro Area Agency on Aging for approval, in accordance with a uniform format developed by the Non-Metro Area Agency on Aging, a service plan meeting the requirements of the Older Americans Act.

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

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

The subrecipient contractor agency will assure that it will maintain the integrity and public purpose of services provided in all contractual and commercial relationships.

The subrecipient contractor agency will:

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

The subrecipient contractor will:

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

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

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

The subrecipient contractor will assure that it will provide information concerning services to Native American Indian elders, including:

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

The subrecipient contractor will assure that it will, at the request of the Non-Metro Area Agency on Aging, for the purpose of monitoring compliance (including conducting an audit), disclose all

sources and expenditures of funds the subrecipient contractor receives or expends to provide service to older individuals.

The subrecipient contractor will assure that if case management services are offered, the subrecipient contractor will comply with all requirements specified in the Older Americans Act.

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

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

ADDITIONAL REQUIREMENTS

The subrecipient contractor will assure that it will hold public hearings, and use other means, to obtain the views of service recipients and other older individuals, service providers, caregivers, and other interested persons and entities regarding policy development and the delivery of services and programs.

The subrecipient contractor will assure that it will:

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

The subrecipient contractor will assure that it will prepare and submit reports, in such form, and containing such information, as the Non-Metro Area Agency on Aging may require and comply with such requirements as the Non-Metro Area Agency on Aging may impose to ensure the accuracy of such reports.

Signature and Title of Authorized Individual

Date



Commitment of Local Funds

My name is Manny Gomez and I have the authority to represent the
City/County of Hobbs as it relates to the contents of this
document.

For Fiscal Year 2023-2024 we are committed to contribute a total of:

\$ 484195.76 to the Hobbs Senior Citizens Program.

This contribution is *not* an in-kind resource.

If for any reason this commitment is not able to be met by the City/County of:

Hobbs. We will submit a letter of justification.

Manny Gomez

Print Name

City Manager

Print Title

Signature

Date