

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

January 3, 2023



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

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

Tuesday, January 3, 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 December 19, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

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

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

2. Resolution No. 7288 – Authorizing the Submission of the FY 24 New Mexico Department of Health Trauma System Development Grant for the Hobbs Fire Department *(Barry Young, Fire Chief)*
3. Resolution No. 7289 – Authorizing an Application with the New Mexico Department of Health EMS Fund Act Local Funding Program for FY 24 for the Hobbs Fire Department *(Barry Young, Fire Chief)*
4. Resolution No. 7290 - Stating the Reasonable Notice Procedures for the City of Hobbs Pursuant to the New Mexico Open Meetings Act *(Efren Cortez, City Attorney)*
5. Resolution No. 7291 – Approving the Final Plan for Bonafide Ventures, LLC, Subdivision *(Kevin Robinson, Planning Department)*
6. Resolution No. 7292 – Approving the Final Plan for College Subdivision, Unit Five *(Kevin Robinson, Planning Department)*
7. Consideration of Approval of the Paid Time Off (PTO) Payout for Calendar Year 2022 *(Toby Spears, Finance Director)*

DISCUSSION

None

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

8. Resolution No. 7293 – Authorizing a Legislative Capital Appropriation Project Agreement with the New Mexico Department of Finance and Administration in the Amount of \$500,000.00 for Public Safety and Security Equipment in the Police Facility in Hobbs *(Shelia Baker, General Services Director)*
9. Resolution No. 7294 – Approving a Related Party Contract with Watson Truck & Supply for Service Repair Work *(Shelia Baker, General Services Director)*
10. Consideration of Approval of RFP No. 541-23 for City Hall Janitorial Services and Recommendation to Accept the Proposal from Community Maintenance *(Shelia Baker, General Services Director)*

11. Resolution No. 7295 – Approving a One-Year Extension of the Professional Services Agreement with Luke Otero for Lobbying Services (*Efren Cortez, City Attorney*)
12. Resolution No. 7296 – Approving a One-Year Extension of the Professional Services Agreement with Trujillo Law Group, LLC, for Lobbying Services (*Efren Cortez, City Attorney*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

13. Next Meeting Date:
 - City Commission Regular Meeting:
 - **Tuesday, January 17, 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: January 3, 2023

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of December 19, 2022

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, December 19, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Pro Tem 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 Larron B. Fields
Commissioner Dwayne Penick (*via phone*)
Commissioner Don Gerth

Absent: Mayor Sam D. Cobb

Also present: Manny Gomez, City Manager
Efren Cortez, City Attorney
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Danny Garrett, Police Captain
Ryan Herrera, Fire Battalion Chief
Missy Funk, Hobbs Animal Adoption Center Manager
Deb Corral, Assistant Finance Director
Nicholas Goulet, Human Resources Director
Bob Hamilton, Acting Library Director
Bobby Arther, Municipal Judge
Tim Woomer, Utilities Director
Shelia Baker, General Services Director
Todd Randall, City Engineer
Selena Estrada, Risk Manager
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Golf Course Superintendent
Doug McDaniel, Recreation Director
Christa Belyeu, I.T. Director
Kristen Salas, Clerk Record Specialist
Jan Fletcher, City Clerk
14 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Smith moved the minutes of the regular meeting of December 5, 2022, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried.

Public Comments

No public comments.

Consent Agenda

None.

Proclamations and Awards of Merit

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

- 5 years – Robert Stout, Hobbs Fire Department
- 5 years – Aaron Palmer, Building Maintenance Department
- 10 years – Naomi Collins, Motor Vehicle Department
- 15 years – Melissa Funk, Hobbs Animal Adoption Center

Mr. Gomez reviewed highlights about each employee and thanked the Mayor Pro Tem and Commission for the opportunity to recognize employees who continue to be the City's most important resource and asset. Mr. Gomez thanked the Commission for the opportunity to recognize City employees for the past five years. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization.

Discussion

None.

Action Items

PUBLIC HEARING: Resolution No. 7286 – Regarding the Issuance of a Restaurant Liquor License to Hot Hot Cajun Juice Seafood L&C, LLC, at 1401 North Turner, Hobbs, New Mexico

Mayor Pro Tem Calderón appointed Mr. Efren Cortez, City Attorney, as the Hearing Officer to conduct the public hearing.

Mr. Cortez stated the purpose of the hearing is to consider the application for issuance of a Restaurant "A" license to Hot Hot Cajun Juice Seafood L&C, LLC, at 1401 North Turner. He explained that a Restaurant "A" License is for on premises consumption of beer and wine at the restaurant. He stated a Restaurant "B" License is for the sale of beer, wine and spirits for on premises consumption.

Mr. Cortez asked if anyone was present at the public hearing regarding the application. Ms. Margie Khuu stated she would serve as the interpreter for the applicant, Mr. Fei Lin. No other parties were present to speak for or against the application.

Ms. Jan Fletcher, City Clerk, administered an oath to both Ms. Khuu, as interpreter, and to Mr. Lin who would be offering testimony today.

Mr. Cortez stated the State of New Mexico Alcoholic Beverage Control has granted preliminary approval to the issuance of a Restaurant "A" License for the sale of beer and wine at Hot Hot Cajun Juice Seafood. He stated a public hearing must be held within 45 days of receipt of the application on whether or not the transfer of the proposed liquor license should be granted. He stated the Notice of Hearing was published in the Hobbs News Sun on November 11 and 18, 2022, as shown by the Affidavit of Publication on file.

Mr. Cortez stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. Mr. Cortez further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or locations and a copy of the record must be submitted to the Alcoholic Beverage Control. Mr. Lin testified that all the statements made by Mr. Cortez are true and correct to his knowledge.

In response to Commissioner Smith's question, Ms. Khuu stated the premises are located in the Broadmoor Mall in the space formerly occupied by Furr's Cafeteria.

There being no further discussion, Commissioner Smith moved that Resolution No. 7286 be adopted approving the issuance of a Restaurant "A" License. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7287 – Acknowledging Receipt and Acceptance of a Gift Donation of \$14,255.00 from Ms. Joy Buhalts to the Hobbs Police Department

Mr. August Fons, Police Chief, stated he was contacted by Ms. Joy Buhalts expressing her desire to make a monetary donation to the Hobbs Police Department in the amount of \$14,255.00. Chief Fons stated the purpose of tonight's agenda item is to officially accept

the donation and publicly recognize Ms. Buhalts for her generosity. He stated Ms. Buhalts was unable to attend tonight's meeting. Chief Fons commented the donation would be used for renovations and upgrades to the Hobbs Police Department's indoor shooting range.

Commissioner Fields moved that Resolution No. 7287 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1602-23 to Furnish Medication for the Hobbs Animal Adoption Center and Recommendation to Accept the Bid of MWI Animal Health

Ms. Melissa Funk, Hobbs Animal Adoption Center (HAAC) Manager, explained Bid No. 1602-23 to furnish medication for the HAAC. She stated the bid consists of medication and supplies used by HAAC during spay and neuter surgeries as well as for vaccinations and supplies used during the intake and care of all animals brought to the Adoption Center. Ms. Funk explained one bid was received from MWI Animal Health who is the current contracted provider for these supplies. She stated the amount of the contract will be \$135,000.00.

In response to Commissioner Gerth's question, Ms. Funk stated last year's contract was also \$135,000.00.

There being no further discussion, Commissioner Gerth moved that Bid No. 1602-23 be awarded to MWI Animal Health to Furnish Medication for the Hobbs Animal Adoption Center as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of RFP No. 538-23 for the College Lane Widening and Realignment Project and Recommendation to Accept Proposal from Stantec Consulting Services, Inc.

Mr. Todd Randall, City Engineer, explained RFP No. 538-23 for the College Lane Widening and Realignment Project. He stated four separate proposal responses were received and the Evaluation Committee has determined that Stantec Consulting Services is the highest qualified offeror. Mr. Randall further explained there is no fiscal impact to the City at this time as the final contract documents, including the project scope and fee, will be negotiated and brought to the Commission for approval at a later date once negotiations are complete.

Mr. Randall acknowledged County Commissioner Rebecca Long in the audience and thanked her for all of her work on this project. Mr. Randall presented aerial photographs

of the project area and stated Lea County has allocated \$10 million to the project. He also stated Hobbs Municipal Schools will be funding improvements at College Lane Elementary School.

Following a lengthy discussion regarding traffic issues, flooding concerns and right-of-way acquisition which may be needed, Commissioner Fields moved that RFP No. 538-23 be awarded to Stantec Consulting Services with a final contract to be negotiated between the parties and approved by the Commission at a later date. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Gomez thanked Commissioner Rebecca Long for her leadership on the widening project and on the Lea County Commission.

Mr. Gomez stated Mayor Cobb and Toby Spears, Finance Director, are in Santa Fe making a presentation to the Legislative Finance Committee regarding the negative impacts of HB6. Mr. Gomez thanked Mayor Cobb for his leadership in this endeavor and thanked Mr. Spears for providing his financial knowledge and all of the necessary financial data.

Mr. Gomez cautioned everyone about the upcoming artic air which will be moving through town this weekend. He stated the City's public restrooms in the parks and along the trail have been winterized and will be closed through the weekend to avoid damage. Mr. Gomez thanked the Parks and Open Spaces Department for their forward thinking in this closure, and he encouraged everyone to be prepared for the very cold temperatures and dangerous wind chills.

Lastly, for the final meeting of calendar year 2022, Mr. Gomez stated the City is fortunate to have such a great management team and employees. He stated the City has good momentum moving forward for 2023. Mr. Gomez thanked the Commission for their leadership and wished each a Merry Christmas and Happy New Year.

Commissioner Gerth thanked County Commissioner Rebecca Long. He also thanked all of the City employees and Department Heads for their hard work each day in this community.

Commissioner Mills stated a recent food drive for WHI Hobbs was very beneficial. He stated this agency feeds approximately 1,000 children on the weekends. Commissioner Mills expressed appreciation to those who donated and encouraged everyone to think about those less fortunate during the holidays. He also stated a warming center would be available at the VFW for those in need during this cold weekend and volunteers are also at the warming center. Commissioner Mills wished everyone a Merry Christmas and a Happy New Year.

Commissioner Fields stated the holiday time always brings on many emotions. He stated to bless someone if you can and wished everyone a Merry Christmas.

Commissioner Smith expressed thanks and appreciation to County Commissioner Rebecca Long and extended his best wishes in her future endeavors. He also thanked City Manager Gomez and his team for all they do each day. Commissioner Smith wished everyone a very Merry Christmas and a Happy New Year.

Mayor Pro Tem Calderón thanked County Commissioner Rebecca Long for her leadership on the Lea County Commission. He also encouraged everyone to remember the loved ones lost during the year, and he specifically mentioned Mr. Paul Campos and Mr. George Montes.

Commissioner Penick echoed all of the sentiments already spoken tonight. He also thanked County Commissioner Rebecca Long and all of the County Commissioners. Commissioner Penick wished everyone a Merry Christmas and to be kind and show courtesy to others and to remember the reason for the season.

Adjournment

There being no further business or comments, Commissioner Smith moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes. The motion carried. The meeting adjourned at 6:45 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: FY 24 NM Department of Health Trauma System Development Grant

DEPT. OF ORIGIN: Fire
DATE SUBMITTED: December 22, 2022
SUBMITTED BY: Barry Young, Fire Chief

Summary: The City of Hobbs Fire Department is eligible to participate in the FY24 NM Department of Health Trauma System Development Grant. The projects for this grant must focus on providing trauma system development in New Mexico and align with the NMDOH and the Trauma System Fund Authority strategic plan.

The Hobbs Fire Department wishes to apply for this grant in order to purchase a High Fidelity adult trauma simulator. This simulator is the same type utilized by the military for their trauma scenario training. The department will also incorporate stop the bleed and tourniquet training with local law enforcement agencies, the public school system, local businesses, and other healthcare related entities.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total cost for this project is \$67,975.00. The department will apply for a 100% grant with no match required; however, the grantor reserves the right to provide funding at a 25%, 50%, or 75% funding level. If the grant is approved at less than 100%, the department will utilize funds from an appropriate line item to cover the remaining cost.

Attachments:

- 1. Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of the resolution to submit the FY24 NM Department of Health Trauma System Development Grant for the purchase a High Fidelity adult trauma simulator.

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. 7288

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE
FY24 NM DEPARTMENT OF HEALTH TRAUMA SYSTEM DEVELOPMENT GRANT

WHEREAS, the Hobbs Fire Department is eligible to participate in the FY24 New Mexico Department of Health Trauma System Development Grant; and

WHEREAS, the projects for this grant must focus on providing trauma system development in New Mexico and align with the NMDOH and the Trauma System Fund Authority strategic plan; and

WHEREAS, these funds will be utilized for the purchase of a High Fidelity adult trauma simulator;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs a Grant Application with the New Mexico Department of Health Trauma System Development Grant for FY24.

PASSED, APPROVED AND ADOPTED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: NM Department of Health EMS Fund Act Local Funding Program Fiscal Year 2024

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: December 22, 2022
SUBMITTED BY: Barry Young, Fire Chief

Summary:

The City of Hobbs Fire Department is eligible for funding from the New Mexico Department of Health EMS Fund Act Local Funding Program. The EMS Fund Act was established by the State of New Mexico to make funds available by grant application for ambulance services, fire departments, and rescue services. It is funded by the state legislature and prioritizes expenditures based on the number of EMS and rescue runs in combination with service area to determine the amount each service is awarded. The department typically receives the amount of \$20,000.00 from this grant.

Fiscal Impact:

Reviewed By: 
Finance Department

The Hobbs Fire Department is requesting \$28,000, however the department typically receives \$20,000 from the fund. The funds will be used for training, travel/meals/schools, and EMS supplies. This fund will be shown as a revenue and expenditure in the budget. There is no net effect on the budget.

Attachments:

- 1. Resolution
- 2. EMS Fund Act Signature Sheet

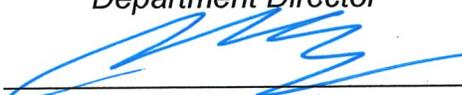
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approval of the resolution authorizing the Mayor to sign the EMS Fund Act Local Funding Program Application.

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. 7289

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN APPLICATION
WITH THE NEW MEXICO DEPARTMENT OF HEALTH EMS FUND ACT LOCAL
FUNDING PROGRAM FOR FISCAL YEAR 2024

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY24
New Mexico Department of Health EMS Fund Act Local Funding Program; and

WHEREAS, the EMS Fund Act was established by the State of New Mexico to
make funds available for ambulance services, fire departments, and rescue services; and

WHEREAS, funding is based on the number of EMS and rescue runs in
combination with service area to determine the amount each service is awarded; and

WHEREAS, these funds will be utilized for training, travel/meals/schools, and EMS
supplies;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and
directed to execute on behalf of the City of Hobbs an Application with the New Mexico
Department of Health EMS Fund Act Local Funding Program for FY24.

PASSED, APPROVED AND ADOPTED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

SERVICE NAME:	Hobbs Municipal Ambulance Service
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EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF	LEA
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**Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)**

Sam Cobb	OR	Chairman, Board of Commissioners
Mayor		
City of Hobbs		Lea
Municipality		County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

<i>Signature of Official Named Above</i>	<i>(Title)</i>
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The above was sworn and subscribed to before this ___ day of _____, 20__.

Notary Public: _____

My commission expires: _____

(SEAL)

PERSON COMPLETING FORM

Name:	Michael Prudencio	Battalion Chief	
	<i>(Name)</i>	<i>(Title)</i>	
Address:	301 East White		
	Hobbs	NM	88240
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
			<i>(+4)</i>
<i>(Work Phone)</i>	<i>(Home Phone)</i>	<i>(Cellular Phone)</i>	<i>(Email)</i>

Signature: _____

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected:



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: A RESOLUTION STATING THE REASONABLE NOTICE PROCEDURES FOR THE CITY OF HOBBS PURSUANT TO THE NEW MEXICO OPEN MEETINGS ACT

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

NMSA 1978, §10-15-1(D), provides that the public body shall determine at least annually in a public meeting what notices for public meetings are reasonable. This Resolution is adopted annually by the governing body setting forth the City of Hobbs' notice procedures for all public meetings pursuant to New Mexico's Open Meetings Act (NMSA 1978, §10-15-1, et seq.).

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There is no fiscal impact associated with this Resolution.

Attachments:

Proposed Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider this statutorily required Resolution.

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. 7290

A RESOLUTION STATING THE REASONABLE NOTICE PROCEDURES FOR THE CITY OF HOBBS PURSUANT TO THE NEW MEXICO OPEN MEETINGS ACT

WHEREAS, The City of Hobbs City Commission met in regular session at the City Hall, City Commission Chambers located at 200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico, on January 3, 2023, at 6 p.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, §§ 10-15-1 through 10-15-4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, all persons desiring shall be permitted to attend and listen to the deliberations and proceedings of all public meetings; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meeting Act requires the City of Hobbs City Commission to determine annually what constitutes reasonable notice of its

public meetings;

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

1. All meetings shall be held at City Hall, City Commission Chambers, 200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico at 6 p.m., or as otherwise indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the first and third Monday of the month. The agenda will be available from the City Clerk's Office, whose office is located at City Hall, 200 E. Broadway, in Hobbs, New Mexico, at least seventy-two hours prior to the meeting. The agenda will also be posted on the Public Notice Board located on the first floor of City Hall, and on the City of Hobbs' website at www.hobbsnm.org.
3. Special meetings may be called by the Mayor and any two (2) members of the commission, or by any three (3) members of the commission at any time, by written notice to all members of the commission. In the event a special meeting is called, three days' written notice must be given to the members of the commission of the calling of such special meeting. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained. The agenda will be available at least seventy-two hours before the meeting and posted on the City of Hobbs' website at www.hobbsnm.org.
4. Emergency meetings will be called only under unforeseen circumstances that

demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City of Hobbs City Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members with twenty-four hours prior notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the City of Hobbs City Commission will notify the Attorney General's Office.

5. For the purpose of regular meetings described in Paragraph 2 of this resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in the state and posted in the following locations: on the Public Notice Board located on the first floor of City Hall, and the City of Hobbs' website at www.hobbsnm.org. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. For the purposes of special meetings and emergency meetings described in Paragraphs 3 and 4, notice requirements are met if notice of the date, time, place and agenda is provided by telephone to newspapers of general circulation in the state and posted on the Public Notice Board located on the first floor of City Hall. Telephone notice also shall be given to those broadcast

stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

7. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact The City Clerk's Office at City Hall located at 200 E. Broadway, Hobbs, New Mexico, or by calling (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.

8. The City of Hobbs City Commission may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the City of Hobbs City Commission taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects

specified in the motion may be discussed in the closed meeting.

(b) If a closed meeting is conducted when the City of Hobbs City Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the City of Hobbs City Commission in an open public meeting.

9. As provided by NMSA 1978, §10-15-1(C), a member of the public body may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting. Additionally, the City of Hobbs

City Commission may hold “virtual” meetings in response to a public health threat or corresponding public health orders from the State of New Mexico, provided that all measures advisable and necessary are implemented to ensure public access and participation.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR BONAFIDE VENTURES, LLC
SUBDIVISION LOCATED IN SECTION 25, TOWNSHIP 18 SOUTH, RANGE 38 EAST OF THE N.M.P.M.
IN LEA COUNTY, NEW MEXICO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Bonafide Ventures Subdivision is submitted by the property owner, the
subdivision is located northeast of the intersection of Sanger and Campus, within the City of Hobbs ETJ. The
Subdivision will create 4 Lots from the parent parcel Lot 4 being +/-14.32 acres and Lots 1-3 being +/- .16
acres, all adjacent to public infrastructure. The Planning Board consider this item at the December 20, 2022
regular meeting and voted 4-0 to recommend approval.

Fiscal Impact: Reviewed By: Finance Department

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs.

Attachments: Resolution, Final Plan.

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

Recommendation:
Consideration to approve the Resolution approving the Bonafide Ventures Subdivision.

Approved For Submittal By:
Kevin Robinson
Department Director
City Manager

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

CITY OF HOBBS

RESOLUTION NO. 7291

RESOLUTION TO APPROVE THE FINAL PLAN FOR BONAFIDE VENTURES, LLC SUBDIVISION LOCATED IN Section 25, TOWNSHIP 18 SOUTH, RANGE 38 EAST OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO.

WHEREAS, the property owner has submitted a Final Plan for Bonafide Ventures Subdivision; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the December 20, 2022 regular meeting.

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

1. The City of Hobbs hereby grants Final Plan Approval for Bonafide Ventures Subdivision, and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR COLLEGE SUBDIVISION, UNIT FIVE LOCATED IN SECTION 25, TOWNSHIP 18 SOUTH, RANGE 38 EAST OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for College Subdivision, Unit Five is submitted by YMH, Inc., the subdivision is located northeast of the intersection of Sanger and College, within the City of Hobbs ETJ. The Subdivision will create 5 Lots from the parent parcel each comprised of +/- .20 acres and adjacent to public infrastructure. The Planning Board consider this item at the December 20, 2022 regular meeting and voted 4-0 to recommend approval.

Fiscal Impact:

Reviewed By: Finance Department

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs.

Attachments: Resolution, Final Plan.

Legal Review:

Efren A. Cortez
Approved As To Form: City Attorney

Recommendation:

Consideration to approve the Resolution approving the College Subdivision, Unit Five.

Approved For Submittal By:

Kevin Robinson (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. 7292.

RESOLUTION TO APPROVE THE FINAL PLAN FOR COLLEGE SUBDIVISION, UNIT FIVE LOCATED IN SECTION 25, TOWNSHIP 18 SOUTH, RANGE 38 EAST OF THE N.M.P.M. IN LEA COUNTY, NEW MEXICO

WHEREAS, the property owner has submitted a Final Plan for College Subdivision; Unit Five, and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the December 20, 2022 regular meeting.

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

1. The City of Hobbs hereby grants Final Plan Approval for College Subdivision; Unit Five, and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: PTO Payout
DEPT. OF ORIGIN: City Manager
DATE SUBMITTED: December 28, 2022
SUBMITTED BY: Toby Spears, Finance Director

Summary:

Section 2.56 of the Hobbs Municipal Code, Article 8 sets the Paid Time Off Cap at 320 hours for all general employees and 456 hours for all fire department employees and allows police the option to buy down to 320 from their 456 cap. At the end of the calendar year, any employee who is over his/her Paid Time Off Cap shall be paid for every hour over his/her Paid Time Off Cap.

Article 8 additionally states that in the event the city's general fund cash reserve dips below 20% at the end of a fiscal year, the city may elect to increase Paid Time Off Caps until the following year in which general fund cash reserve is above 20%.

Budgeted general fund reserve after BAR #2 is currently 45%.

The City of Hobbs would like to proceed with the PTO Payout for the current calendar year.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The current PTO Payout would be between \$226,425.47 and \$250,725.77 depending on potential police buy down options. The FY23 budget for the annual PTO Payout is currently set to \$225,550.87

Attachments:

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve.

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. _____

REGULAR EMPLOYEE PAYOUT

Loc	Emp #	Last Name	First Name	Table Desc	SOY			Balance	Liability	Limit	OVER LIMIT	PTO BUYOUT AMT
					Balance	Earned	Used					
4610	2481	RAY	TODD	PTO REG	510.00	240.00	242.00	508.00	27,432.00	320.00	188.00	10,152.00
0220	4531	MARINOVICH	ADAM	PTO REG	585.01	42.00	87.12	539.89	23,981.91	320.00	219.89	9,767.51
0202	4632	GUERRERO	RICKY	PTO REG	488.00	186.00	208.00	466.00	24,725.96	320.00	146.00	7,746.76
0220	3239	SHEARER	KEVIN	PTO REG	328.00	216.00	64.00	480.00	22,665.60	320.00	160.00	7,555.20
0203	4377	WHITE	AHMAAD	PTO REG	376.00	192.00	86.00	482.00	21,555.04	320.00	162.00	7,244.64
0140	4504	CORRAL	DEBORAH	PTO REG	375.00	192.00	147.00	420.00	26,804.40	320.00	100.00	6,382.00
0145	2688	BELYEU	CHRISTA	PTO REG	315.00	240.00	124.00	431.00	23,597.25	320.00	111.00	6,077.25
0220	2149	WILLIAMS	SHAWN	PTO REG	456.00	240.00	258.00	438.00	21,602.16	320.00	118.00	5,819.76
0110	1652	GOMEZ	MANUEL	PTO R G	420.00	240.00	278.00	382.00	34,551.90	320.00	62.00	5,607.90
0423	3465	USSERY	BRYAN	PTO REG	464.00	216.00	211.00	469.00	17,235.75	320.00	149.00	5,475.75
0220	5269	CONTRERAS-VAL	JUAN	PTO FUNION	694.68	238.68	238.68	694.68	15,824.81	456.00	238.68	5,437.13
0145	4742	BLANDIN	MATTHEW	PTO REG	456.00	171.00	176.00	451.00	18,459.43	320.00	131.00	5,361.83
0220	2969	ENRIQUEZ	ADRIAN	PTO FIRE	552.88	339.48	300.24	592.12	22,660.43	456.00	136.12	5,209.31
0220	2985	PRUDENCIO	MICHAEL	PTO REG	455.00	192.00	216.25	430.75	20,060.03	320.00	110.75	5,157.63
0220	4932	CREED	LONNIE	PTO FUNION	550.68	238.68	178.32	611.04	19,431.07	456.00	155.04	4,930.27
0420	1281	BOWEN	TERRY	PTO REG	265.21	240.00	60.00	445.21	17,340.93	320.00	125.21	4,876.93
0150	4764	CORTEZ	EFREN	PTO DPT HD	407.00	192.00	213.00	386.00	27,487.06	320.00	66.00	4,699.86
0201	3503	BLEVINS	SHANE	PTO REG	337.50	216.00	158.00	395.50	23,627.17	320.00	75.50	4,510.37
4370	3601	BROTHERTON	KENNETH	PTO REG	253.00	216.00	8.00	461.00	14,484.62	320.00	141.00	4,430.22
0203	3763	MUNRO	MARK	PTO REG	460.00	205.00	252.00	413.00	19,349.05	320.00	93.00	4,357.05
0413	2871	ADCOCK	WALTER	PTO REG	502.00	240.00	238.00	504.00	11,738.16	320.00	184.00	4,285.36
0415	4781	YOUNGBLOOD	SCOT	PTO REG	450.75	168.00	176.00	442.75	14,849.84	320.00	122.75	4,117.04
0320	2443	RAMIREZ	PLACIDO	PTO REG	383.50	240.00	181.75	441.75	14,312.70	320.00	121.75	3,944.70
0201	3369	CLAY	TENNIE	PTO REG	496.75	216.00	243.00	469.75	12,166.53	320.00	149.75	3,878.53
0423	3864	FINNEY	ROYCE	PTO REG	447.50	192.00	195.50	444.00	12,853.80	320.00	124.00	3,589.80
0421	1257	TREVINO	TOMMY	PTO REG	416.00	240.00	260.00	396.00	18,374.40	320.00	76.00	3,526.40
0145	3508	AMADOR	JOSEFF	PTO REG	298.00	216.00	86.50	427.50	13,838.18	320.00	107.50	3,479.78
4016	5702	MUNIZ	BARRY	PTO REG	333.50	144.00	53.50	424.00	13,652.80	320.00	104.00	3,348.80
0422	5882	WILLIAMS	JERRY	PTO REG	296.00	144.00	12.75	427.25	13,155.03	320.00	107.25	3,302.23
0204	4588	SANTA	SUSAN	PTO REG	387.00	192.00	94.75	484.25	9,728.58	320.00	164.25	3,299.78
4370	2955	GRIFFIN	WILLIAM	PTO REG	413.00	192.00	217.00	388.00	18,569.68	320.00	68.00	3,254.48
4315	3653	HUGHES	MATTHEW	PTO REG	388.00	216.00	226.00	378.00	20,657.70	320.00	58.00	3,169.70
0125	3650	HENRY	JULIA	PTO REG	444.00	216.00	203.75	456.25	10,092.25	320.00	136.25	3,013.85
0330	3652	DUNFORD	BARBARA	PTO REG	492.00	216.00	214.26	493.74	8,176.33	320.00	173.74	2,877.13
4630	3069	LEWIS	DEBRA	PTO REG	380.00	229.00	223.00	386.00	15,837.58	320.00	66.00	2,707.98
0145	3833	SANFORD	JEFFREY	PTO REG	412.50	198.00	220.50	390.00	14,894.10	320.00	70.00	2,673.30
0203	3196	QUIROZ	JESSICA	PTO REG	432.00	192.00	218.00	406.00	12,378.94	320.00	86.00	2,622.14
0220	4404	CORLEY	DUSTIN	PTO FUNION	520.28	272.28	212.92	579.64	11,668.15	456.00	123.64	2,488.87

0320	3516	WARNER	NANCY	PTO REG	359.00	216.00	168.75	406.25	10,420.31	320.00	86.25	2,212.31
4640	3865	GOBER	CAROL	PTO REG	267.00	192.00	59.50	399.50	11,010.22	320.00	79.50	2,191.02
0208	3853	FUNK	MELISSA	PTO REG	402.00	192.00	203.00	391.00	12,046.71	320.00	71.00	2,187.51
0220	4728	SMITH	RODNEY	PTO JUNIOR	478.68	249.88	203.32	525.24	16,282.44	456.00	69.24	2,146.44
4610	4710	GUTIERREZ	MARTIN	PTO REG	420.25	180.00	221.00	379.25	12,913.46	320.00	59.25	2,017.46
0220	3425	BILANO	JONATHAN	PTO FIRE	589.28	272.28	349.28	512.28	16,935.98	456.00	56.28	1,860.62
4640	3629	VALDEZ	RAYNALDO	PTO REG	387.50	216.00	188.00	415.50	7,823.87	320.00	95.50	1,798.27
0190	2599	DE LA CRUZ	IRENE	PTO REG	394.00	240.00	264.00	370.00	13,090.60	320.00	50.00	1,769.00
0330	5030	MCDANIEL	DOUGLAS	PTO DPT HD	353.00	192.00	197.00	348.00	20,678.16	320.00	28.00	1,663.76
0423	3691	GALVAN	GUILLERMO	PTO REG	429.00	208.00	261.25	375.75	10,885.48	320.00	55.75	1,615.08
0110	3480	NYMEYER	JULIE	PTO REG	260.37	216.00	111.50	364.87	12,540.58	320.00	44.87	1,542.18
0320	2512	WHITEHEAD	JAMES	PTO REG	224.00	240.00	119.00	345.00	18,398.85	320.00	25.00	1,333.25
4017	5433	PUCCIO	MARY	PTO REG	335.25	168.00	119.00	384.25	7,769.54	320.00	64.25	1,299.14
4685	4081	ZACHARIAS	PETER	PTO REG	341.00	192.00	183.00	350.00	14,661.50	320.00	30.00	1,256.70
4630	3138	TARANGO	CECILIA	PTO REG	345.25	216.00	185.25	376.00	8,099.04	320.00	56.00	1,206.24
0220	4075	GARCIA	MARK	PTO FIRE	512.28	272.28	301.67	482.89	16,070.58	456.00	26.89	894.90
0423	2872	MARQUEZ	PAUL	PTO REG	302.25	240.00	192.00	350.25	10,321.87	320.00	30.25	891.47
4017	3564	OWENS	ROSIANNA	PTO REG	316.00	168.00	114.75	369.25	6,354.79	320.00	49.25	847.59
0421	5682	PALMER	AARON	PTO REG	364.50	144.00	165.25	343.25	12,288.35	320.00	23.25	832.35
4370	6224	MURRISH	CLAYTON	PTO REG	247.50	144.00	36.00	355.50	6,957.14	320.00	35.50	694.74
0204	3267	EUBANK	NATHAN	PTO REG	376.75	216.00	257.50	335.25	14,992.38	320.00	15.25	681.98
0330	5115	HUGHES	MICHAL	PTO REG	220.00	168.00	57.00	331.00	14,550.76	320.00	11.00	483.56
4630	3014	MARTINEZ	DELMA	PTO REG	405.00	232.00	295.75	341.25	7,336.88	320.00	21.25	456.88
0410	3491	CAMPOS	JACOB	PTO REG	401.00	216.00	285.00	332.00	9,259.48	320.00	12.00	334.68
0423	3793	SPROUSE	TERRY	PTO REG	211.25	204.00	83.25	332.00	9,030.40	320.00	12.00	326.40
0220	5290	DOWNING	CARRI	PTO REG	328.00	168.00	165.50	330.50	8,364.96	320.00	10.50	265.76
0130	2148	FLETCHER	JENNIFER	PTO REG	336.00	240.00	252.00	324.00	20,130.12	320.00	4.00	248.52
4620	4502	MAYNARD	CHRISTOPHER	PTO REG	168.50	192.00	33.00	327.50	10,276.95	320.00	7.50	235.35
4016	5405	TREVINO	AALYSIA	PTO REG	296.00	144.00	114.25	325.75	8,677.98	320.00	5.75	153.18
4315	4597	ANDERSON	JOEL	PTO REG	176.00	192.00	42.25	325.75	7,990.65	320.00	5.75	141.05
4017	1822	GONZALEZ	ROBERTO	PTO REG	391.75	240.00	308.25	323.50	8,695.68	320.00	3.50	94.08
					26,880.10	14,346.56	12,319.06	28,907.60	1,054,677.03	23,032.00	5,875.60	214,060.68

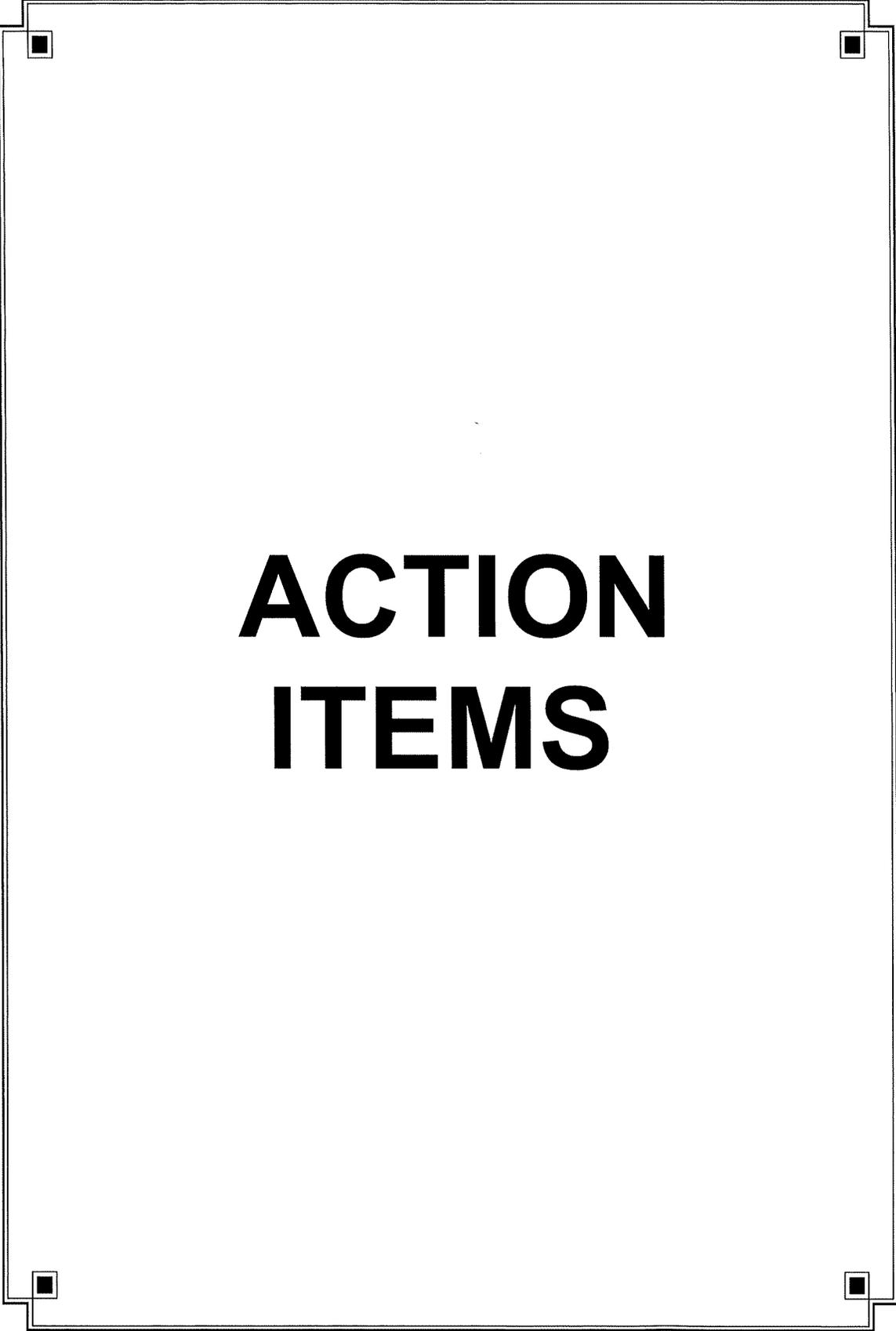
PART TIME EMPLOYEE PAYOUT

Loc	Emp #	Last Name	First Name	Table Desc	SOY Balance	Earned	Used	Balance	Liability	Limit	OVER LIM	PTO BUYOUT AMT
0332	3347	FIELDS	ELIZABETH	PTO REG	190.50	108.00	137.25	161.25	3,079.88	160.00	1.25	23.88
4016	5366	LUEVANO	NATHAN	PTO REG	232.00	72.00	128.00	176.00	2,456.96	160.00	16.00	223.36
					422.50	180.00	265.25	337.25	5,536.84	320.0000	17.25	247.24

POLICE EMPLOYEE PAYOUT

Loc	Emp #	Last Name	First Name	Table Desc	SOY Balance	Earned	Used	Balance	Liability	Limit	OVER LIM	PTO BUYOUT / OVER 320	POSSIBLE BUYOUT
0202	4378	CLEMMER	JOSEPH	PTO POLICE	362.34	192.00	230.00	324.34	12,603.85	456.00		4.34	168.65
0206	5508	MEDINA	ANTOINETTE	PTO POLICE	304.50	162.00	126.00	340.50	8,475.05	456.00		20.50	510.25
0206	4015	ENGLISH	MILDRED	PTO POLICE	322.50	192.00	162.00	352.50	10,155.53	456.00		32.50	936.33
0203	5325	SORIANO	JORGE	PTO POLICE	339.00	168.00	140.00	367.00	12,947.76	456.00		47.00	1,658.16
0202	4440	BERDOZA	ERIC	PTO POLICE	268.50	168.00	59.50	377.00	14,978.21	456.00		57.00	2,264.61
0204	3999	BLANCHARD	ROBERT	PTO POLICE	331.31	168.00	62.25	437.06	16,984.15	456.00		117.06	4,548.95
0206	3236	BUTLER	STEVEN	PTO POLICE	602.25	216.00	289.75	528.50	18,846.31	456.00	72.50	2,585.35	7,435.11
0202	5081	SEAY	DUSTIN	PTO POLICE	487.50	168.00	83.50	572.00	20,163.00	456.00	116.00	4,089.00	8,883.00
0202	5110	MANN	NIKOLAS	PTO POLICE	607.00	168.00	157.00	618.00	20,764.80	456.00	162.00	5,443.20	10,012.80
					3,624.90	1,602.00	1,310.00	3,916.90	135,918.66	4,104.00	350.50	12,117.55	36,417.85

	HOURS	AMOUNT
GRAND TOTAL PAYOUT	6,929.75	250,725.77
ACTUAL PAYOUT		226,425.47
PAYROLL PAYOUT AMOUNT		



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: Resolution to Execute a Grant Agreement with Department of Finance and Administration for Capital Outlay Appropriation Project 22-G2878
DEPT. OF ORIGIN: General Services Department
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The City of Hobbs has received a Capital Appropriation Project grant agreement for \$500,000. The project as stated in the agreement is: to plan, design, construct, equip, purchase, and install improvements, including public safety and security equipment, in the police facility in Hobbs.

The General Services Department intends to utilize the funding for security improvements at the Hobbs Police Department. Main components of the construction include:

- protection enhancements at points of entry and windows facing roadways
o bullet-resistant glass with reflective tint
o stronger magnetic door locks
• increased height of perimeter fence and gates, with anti-climb features
• concrete bollards
• addition of card readers

Fiscal Impact:

Reviewed By: [Signature]

Grant Agreement Amount: \$500,000

Attachments:

Resolution, Grant Agreement

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: _____
Denied _____
File No. _____

CITY OF HOBBS
RESOLUTION NO. 7293

A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A LEGISLATIVE GRANT AGREEMENT FOR
2022 CAPITAL APPROPRIATION PROJECT NUMBER 22-G2878
FOR SAFETY AND SECURITY AT HOBBS POLICE FACILITY

WHEREAS, the State of New Mexico 2022 Legislative Capital Appropriation Project has been awarded to the City of Hobbs; and

WHEREAS, this grant appropriation in the amount of **\$500,000.00** is to plan, design, construct, equip, purchase, and install improvements, including public safety and security equipment, in the police facility in Hobbs in Lea County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for Project Number 22-G2878, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **City of Hobbs**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 266, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

22-G2878 \$500,000.00 APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022, Chapter 52, Section 30, Paragraph 266, Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), to plan, design, construct, equip, purchase and install improvements, including public safety and security equipment, in the police facility in Hobbs in Lea county;

The Grantee's total reimbursements shall not exceed Five Hundred Thousand Dollars and Zero Cents (**\$500,000.00**) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹⁸³, if applicable, Five Thousand Dollars and Zero Cents (**\$5,000.00**), which equals Four Hundred Ninety Five Thousand Dollars and Zero Cents (**\$495,000.00**) (the "Adjusted Appropriation Amount").

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse¹⁸⁴ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

¹⁸³ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

¹⁸⁴ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Hobbs
Name: Toby Spears
Title: Finance Director
Address: 200 E. Broadway St, Hobbs, NM, 88240
Email: tspears@hobbsnm.org
Telephone: 575-397-9235

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

Grantee: City of Hobbs
Name: Shelia Baker
Title: General Services Director
Address: 200 E. Broadway St, Hobbs, NM, 88240
Email: sbaker@hobbsnm.org
Telephone: 575-397-9236

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

Department: DFA/Local Government Division
Name: Jennifer McGrath
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: jennifer.mcgrath@dfa.nm.gov
Telephone: 505-469-2910

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

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

By:

Its: Division Director

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)
- _____ City, State, Zip
- C. Contact Name/Phone #: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

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

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

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

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

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

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

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

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

Division Fiscal Officer

Date

Division Project Manager

Date

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: \$ 0.00

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: Related Party Contract with Watson Truck & Supply
DEPT. OF ORIGIN: General Services Department
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The City of Hobbs has a need to procure services from a certified dealership for International, Navistar, Cummins and Allison engines in order to maintain and repair City fleet. The Garage Dept. received three written quotes from qualified companies for an estimated 250 hours of service repair labor. The quoted amounts are as follows:

- Watson Truck & Supply \$35,000.00
- Roberts Truck Center \$39,750.00
- R J Border International \$48,780.00

The recommendation is to award a contract to Watson Truck & Supply as they are located in Hobbs and are the low bidder. To comply with the City of Hobbs Procurement ordinance and governmental conduct act, the following procedure must be followed:

- 4. If a conflict of interest arises with an employee/elected official, any future goods or services provided by the related party shall be subject to a competitive process and disclosed at a future City Commission meeting.
 - a. A competitive process is defined as written quotes with a minimum of three (3) vendors. The dollar amount threshold for the written quotes is one thousand dollars (\$1,000.00) to seventy five thousand dollars (\$75,000.00). The recommended vendor, if an employee or elected official, shall require disclosure at a City Commission meeting.

Fiscal Impact:

Reviewed By: 
Finance Department

The City of Hobbs Garage division currently has approximately \$101,000 currently budgeted for machine repair and maintenance.

Attachments:

Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution

Approved For Submittal By:

Shelia Baker

Department Director

[Signature]

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

CITY OF HOBBS

RESOLUTION NO. 7294

A RESOLUTION APPROVING A RELATED PARTY CONTRACT WITH
WATSON TRUCK & SUPPLY

WHEREAS, District 1 City Commissioner R. Finn Smith has, upon his appointment to the position, alerted the City of Hobbs that he has a substantial financial interest in Watson Truck & Supply in Hobbs, New Mexico; and

WHEREAS, the City received three written quotes and wishes to contract with Watson Truck & Supply; and

WHEREAS, Watson Truck & Supply has provided service to the City of Hobbs' heavy equipment for over a decade, a business relationship that predates the appointment of Commissioner Smith as District 1 City Commissioner; and

WHEREAS, pursuant to NMSA 1978, § 10-16-1, et seq., and Hobbs Municipal Code Section 2.01.050, the City Commission, with an abstention from any related Commissioner, should consider whether or not the contract is in the best interest of the City of Hobbs; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Commission, with the abstention of the related Commissioner, approves a contract with Watson Truck & Supply in Hobbs, New Mexico.

PASSED, ADOPTED AND APPROVED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: Award RFP No 541-23 Janitorial Services for City Hall to Community Maintenance

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: December 28, 2022

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

An advertisement was placed in the local newspaper on November 27th for RFP No. 541-23, Janitorial Services for City Hall. There were 20 plan holders. Proposals were due at 2:00 PM on Tuesday, December 20, 2022 and 4 proposals were submitted but one was withdrawn promptly. An evaluation committee met and scored the proposals. The evaluation criteria were:

- Yearly cost of each location
- Reference check of past/present customers
- A minimum of 2 years' experience in janitorial services with similar facilities and services
- Proposed staffing, their experience and outline of work
- New Mexico Resident/Veterans Bidders Preference

Based on the average scores, Community Maintenance received the highest scores. Negotiations were conducted as to scope of service and overall price. It is the recommendation of the General Services Department to award RFP 541-23 to Community Maintenance. The last contract for the buildings were procured in 2020. ARC Janitorial did not sign the option to renew the contract for the 3rd year. The proposal is overbudget and will require a budget adjustment in the amount of \$20,195.63 before the contract is executed.

Fiscal Impact:

Reviewed By:

Debrah Corral
Finance Department

Total Proposed Cost:	\$79,000.00
NMGRT:	\$ 5,283.13
Estimated Total Cost:	\$84,283.13

Attachments: Average score summary by building

Legal Review:

Approved As To Form:

ECAC
City Attorney

Recommendation: Award RFP No. 541-23 to Community Maintenance

Approved For Submittal By:

Shelia Baker
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. _____

RFP No. 541-23
 JANITORIAL SERVICES FOR CITY HALL

	MAX PNTS	Community Maintenance	A-1 Pro Steam	Cactus Janitorial
1. Yearly cost of each location.	35	35	8	22
2. Reference check of past/present customers this will be evaluated for quality of work as reported by references.	30	27	24	24
3. A minimum of 2 years of experience in janitorial services, similar facilities and services provided.	20	20	8	0
4. Proposed staffing, their experience and outline of work	15	15	5	0
5. New Mexico Resident Vetereans Bidders Preference.	10	5	0	0
<u>TOTAL</u>	110	102	46	45



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH LUKE OTERO FOR LOBBYING SERVICES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

On January 18, 2022, the City of Hobbs City Commission voted to approve a professional services agreement with Lobbyist Luke Otero for the 2022 New Mexico Legislative Session. The agreement states in pertinent part that, "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." The existing Professional Services Agreement is attached. This one-year extension would cover the 2023 Legislative Session, any pre-session meetings/services, and follow up meetings/services following the 2023 session and any interim session meetings/services. This one-year extension is for \$25,635.00 inclusive of New Mexico Gross Receipts Taxes (NMGRT).

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department

The professional services agreement is for \$25,635.00 inclusive of NMGRT for fiscal year 2023. A budget adjustment in BAR #3 will be required to encumber the contract.

Attachments:

Resolution; 2022 Professional Services Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7295

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH LUKE OTERO FOR LOBBYING SERVICES

WHEREAS, on January 18, 2022, the City of Hobbs City Commission voted to approve a Professional Services Agreement with Lobbyist Luke Otero for the 2022 New Mexico Legislative Session; and

WHEREAS, the Professional Services Agreement allowed for up to three one-year renewals upon written approval from both City and Contractor prior to the expiration of any one-year term; and

WHEREAS, Luke Otero has expressed a desire to exercise the first one-year renewal of the Professional Services Agreement, subject to the same terms, at an aggregate cost of \$25,635.00 inclusive of New Mexico Gross Receipts Taxes; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the parties hereby agree to exercise the first one-year extension of the 2022 Professional Services Agreement with Luke Otero.

PASSED, ADOPTED AND APPROVED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROFESSIONAL SERVICES AGREEMENT

12036
2022-61

THIS CONTRACT is made the 18 day of January, 2022, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Luke Otero, an independent contractor with a business address of 1458 Miracerrros Loop North, Santa Fe, NM 87505 (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 shall provide professional State lobbying services for the 2022 New Mexico Legislative Session, any pre-session meetings/services, any follow-up meetings/services resulting from the 2022 New Mexico Legislative Session and any interim session meetings/services, as fully set forth herein.

Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

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 \$ 25,635.00 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: Shelly Raulston, 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 \$ 25,635.00. 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: City Manager Manny Gomez, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 1458 Miracerros Loop North, Santa Fe, NM 87505 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) 397-9206 ; and
Contacting City via e-mail at mgomez@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:

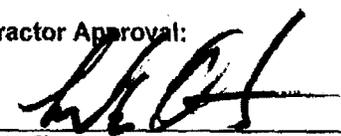
Account No.: 010100-42601

Finance Director:



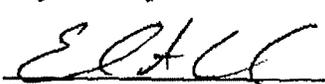
Finance Director

Contractor Approval:



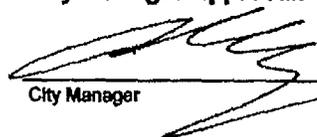
Contractor Signature

City Attorney "as to form" Approval:



City Attorney

City Manager Approval:



City Manager

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

City Clerk

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

Mayor



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 3, 2023

SUBJECT: RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH TRUJILLO LAW GROUP, LLC, FOR LOBBYING SERVICES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 27, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

On January 18, 2022, the City of Hobbs City Commission voted to approve a professional services agreement with the Trujillo Law Group, LLC, for lobbying services for the 2022 New Mexico Legislative Session. The agreement states in pertinent part that, "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." The existing Professional Services Agreement is attached. This one-year extension would cover the 2023 Legislative Session, any pre-session meetings/services, and follow up meetings/services following the 2023 session and any interim session meetings/services. This one-year extension is for \$59,000.00 inclusive of New Mexico Gross Receipts Taxes (NMGRT).

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department

The professional services agreement is for \$59,000.00 inclusive of NMGRT for fiscal year 2023. A budget adjustment in BAR #3 will be required to encumber the contract.

Attachments:

Resolution; 2022 Professional Services Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

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. 7296

A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH TRUJILLO LAW GROUP, LLC, FOR LOBBYING SERVICES

WHEREAS, on January 18, 2022, the City of Hobbs City Commission voted to approve a Professional Services Agreement with Trujillo Law Group, LLC, for lobbying services for the 2022 New Mexico Legislative Session; and

WHEREAS, the Professional Services Agreement allowed for up to three one-year renewals upon written approval from both City and Contractor prior to the expiration of any one-year term; and

WHEREAS, the Trujillo Law Group, LLC, has expressed a desire to exercise the first one-year renewal of the Professional Services Agreement, subject to the same terms, at an aggregate cost of \$59,000.00 inclusive of New Mexico Gross Receipts Taxes; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the parties hereby agree to exercise the first one-year extension of the 2022 Professional Services Agreement with Trujillo Law Group, LLC.

PASSED, ADOPTED AND APPROVED this 3rd day of January, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

SUBJECT: APPROVAL AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TRUJILLO LAW GROUP, LLC FOR LOBBYING SERVICES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 13, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: It has been determined that the City would benefit from having the services of a Lobbyist during the 2022 New Mexico Legislative Session that is directly familiar with the New Mexico Tax Administration Act (NMSA 1978, § 7-1-1, et seq.). Specifically, the City of Hobbs would benefit from the services of a Lobbyist that is familiar with the changes imposed by House Bill (H.B.) 6 (2019) and its negative impacts to the municipalities existing in oil and gas producing areas of New Mexico. Available resources have been reviewed and it has been determined that Trujillo Law Group obtains the requisite knowledge and background to provide the most effective services to achieve the City's desired objectives. The proposed Professional Services Agreement is attached. The agreement is for the 2022 Legislative Session, any pre-session meetings/services, and follow up meetings/services following the 2022 session and any interim session meetings/services. This contract is for \$59,000.00 inclusive of New Mexico Gross Receipts Taxes (NMGR) and is for a one-year term.

Fiscal Impact:

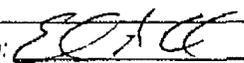
Reviewed By: 

Finance Department

The professional services agreement is for \$59,000.00 inclusive of NMGR for fiscal year 2022. Adequate funds are budgeted in line item 010100-42601 for professional services.

Attachments:

Legal Review:

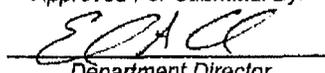
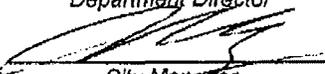
Approved As To Form: 

City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

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. _____



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 18 day of January, 2022, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Trujillo Law Group, LLC, an independent contractor with a business address of 7 Autumn Light Place, Santa Fe, NM 87508 (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

Please see "Exhibit A" attached hereto and incorporated herein.



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 18 day of January, 2022, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Trujillo Law Group, LLC, an independent contractor with a business address of 7 Autumn Light Place, Santa Fe, NM 87508 (hereinafter referred to as "Contractor").

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- 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

Please see "Exhibit A" attached hereto and incorporated herein.

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 \$ 4,879.69 a month 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: Shelly Raulston, 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 \$ 59,000.00. 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: City Manager Manny Gomez, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 7 Autumn Light Place, Santa Fe, NM 87508 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) 397-9206 ; and
Contacting City via e-mail at mgomez@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:



Account No.: 010100-42601

Contractor Approval:



Contractor Signature

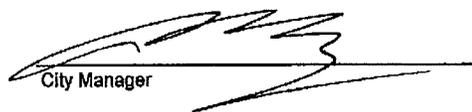
Finance Director:


Finance Director

City Attorney "as to form" Approval:


City Attorney

City Manager Approval:


City Manager

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

City Clerk

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

Mayor

- A. **SCOPE OF WORK.** TRUJILLO LAW GROUP, LLC shall perform the following professional services (hereinafter, "Services") for the City:
- i. assist the City with legislative and regulatory issues in New Mexico identified by the City as having an impact on the City (hereinafter, "Agenda");
 - ii. advise and assist the City with implementation of political strategies involving the City's Agenda in New Mexico;
 - iii. advocate on the City's behalf before the members and staff of New Mexico Legislature and the Governor's Office regarding the City's Agenda;
 - iv. assist the City in working with other stakeholders, industry groups, trade associations, and other interested parties having an impact on the City's Agenda in New Mexico;
 - v. provide regular and timely information and communications about the Services rendered; and
 - vi. coordinate all Services through the following designated representative(s) of the City.
 - vii. provide legal advice when necessary to ensure City's goals are met and the City's legal interests are protected at all times.
 - viii. provide regular attorney/client correspondence to ensure the City remains informed as to the services provided.
 - ix. provide continued Services, as noted above, throughout the year including any pre-legislative meetings, interim committee meetings, and special sessions that may be called during the term of this agreement.
- B. **LOBBYING EXPENSES.** The Parties acknowledge that TRUJILLO LAW GROUP, LLC retains the discretion on how to spend its earned income derived from the Flat Fee. If TRUJILLO LAW GROUP, LLC elects to use a portion of its earned income derived from the Flat Fee for lobbying expenses, any reporting or disclosure requirements under New Mexico laws for such expenditures shall be attributable to TRUJILLO LAW GROUP, LLC and reported as TRUJILLO LAW GROUP, LLC expenditures.
- C. **ETHICS.** TRUJILLO LAW GROUP, LLC agrees to comply with provisions of the Lobbyist Regulation Act, Gift Act, and other laws applicable to rendering the Services for the City. In addition, TRUJILLO LAW GROUP, LLC agrees to comply with any written policies or procedures established by the City and provided to TRUJILLO LAW GROUP, LLC relating to ethical standards of conduct.

EXHIBIT A

- D. **CONFLICTS OF INTEREST.** TRUJILLO LAW GROUP, LLC has completed an internal conflict check regarding representation of the City, and TRUJILLO LAW GROUP, LLC has no actual conflict of interest with representing the City regarding the Services set forth herein. In the future, if TRUJILLO LAW GROUP, LLC has an actual conflict of interest with representing the City, then TRUJILLO LAW GROUP, LLC shall promptly notify the City of any such conflict and:
- a. either Party may immediately terminate this Agreement; or
 - b. TRUJILLO LAW GROUP, LLC can continue to represent the City if the Parties can agree on acceptable terms and conditions to waive the conflict.
- E. **CONFIDENTIALITY.** This Agreement requires TRUJILLO LAW GROUP, LLC to keep confidential, under applicable attorney client privilege protection pursuant to Rule 16-106 NMRA, any communications, proprietary information, knowledge, property, and data of the City which TRUJILLO LAW GROUP, LLC may receive or develop relating to the business activities, processes, methods, inventions, discoveries, revenues, and other matters which are of a confidential nature relating to the City's business. TRUJILLO LAW GROUP, LLC agrees that it will not voluntarily disclose the same to others without the consent and approval of the City.
- F. **WORK PRODUCT.** The City will own the work product, documents, and files prepared, organized, or assembled by TRUJILLO LAW GROUP, LLC relating to the City's matters. It is TRUJILLO LAW GROUP, LLC's practice to destroy each client's files two years after the closing of the files, unless the client directs

EXHIBIT A



CITY ATTORNEY'S OFFICE

200 East Broadway
Hobbs, New Mexico 88240

575-397-9226
575-391-7876 fax

January 24, 2022

Mr. Toby Spears
Finance Director
City of Hobbs
Hobbs, New Mexico 88240

Re: Professional Services Agreement with Trujillo Law Group, LLC

Dear Toby:

On January 18, 2022, the City of Hobbs City Commission voted to enter into a Professional Services Agreement ("PSA") with the Trujillo Law Group, LLC, to pursue lobbying efforts directly related to the Tax Administration Act, NMSA 1978, §§7-1-1 to -83. Under the terms of a legal services agreement, the City of Hobbs would be responsible to pay the firm \$4,500.00 a month plus NMGR (Santa Fe). The aggregate sum of the contract shall not exceed \$59,000.00. This would make the agreement a "Professional Services Contract under \$75,000" contract pursuant to the City of Hobbs Procurement Ordinance.

The lobbying efforts require specialized knowledge of the Tax Administration Act, the administrative processes of the New Mexico Taxation and Revenue Department, and the necessary ability to articulate concerns to New Mexico legislators on behalf of the City of Hobbs. To date, I am unaware of any local law firms that are familiar with the Tax Administration Act and are capable of performing lobbyist services. Additionally, the principle of the Trujillo Law Group, LLC, attorney TJ Trujillo, has worked to formulate legislation that has changed the Tax Administration Act, regularly practices in the area of tax law, and has working knowledge of the issues at hand.

In short, the Trujillo Law Group, LLC, has the specializations necessary to serve the City of Hobbs in a manner that no other law firm or lobbyist would be able to at this point. As such, I believe adequate justification exists to engage the services of the Trujillo Law Group, LLC, without consideration of any additional quotes under the City of Hobbs Procurement Ordinance.

Thank you for your time and consideration.

Respectfully,

Efrén A. Cortez
City Attorney