



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

Monday, October 7, 2024 - 6:00 PM

	Sam D. Cobb, Mayor	
R. Finn Smith	Christopher R. Mills	Larron B. Fields
Commissioner - District 1	Commissioner - District 2	Commissioner - District 3
Joseph D. Calderón	Dwayne Penick	Don R. Gerth
Commissioner - District 4	Commissioner - District 5	Commissioner - District 6

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
View Online at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the September 16, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Week of October 6 - 12, 2024, as "FIRE PREVENTION WEEK" (*Sam Cobb, Mayor*)

3. Proclamation Proclaiming the Month of October, 2024, as "NATIONAL CODE COMPLIANCE MONTH" (*Sam Cobb, Mayor*)

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

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

4. Resolution No. 7543 - Approving a Lease Consent Between the City of Hobbs, Covenant Hospital Hobbs and [Amazon.com](https://www.amazon.com) Services LLC in the Hobbs Industrial Air Park (HIAP) (*Todd Randall, Assistant City Manager*)
5. Resolution No. 7544 - Resolution in Support of Green Salt Products, LLC (*Valerie Chacon, City Attorney*)
6. Resolution No. 7545 - Authorizing a Professional Services Agreement Between the City of Hobbs and the Hobbs Municipal Schools Regarding Middle School Athletic Programs (*Michal Hughes, Recreation Superintendent*)

DISCUSSION

7. Discussion of Proposed Events and Programs for Downtown Hobbs (*Lorena Chavarria, Downtown Hobbs Coordinator*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. Resolution No. 7546 - Authorizing the Mayor to Execute a Grant Agreement with the JF Maddox Foundation for the Renovation of Hobbs' Downtown Shipp Street Plaza (*Valerie Chacon, City Attorney*)
9. Consideration of Approval to Purchase a New Leica Scanner for the Hobbs Police Department by Utilizing a Cooperative Purchasing Agreement in the Amount of \$124,576.55. (*Ricky Guerrero, Police Captain*)
10. Consideration of Approval of RFP- #552-25 to Furnish Electronic Third-Party Billing Services for Emergency Medical Services and Recommendation to Accept the Proposal of EMS MC (*Mark Doporto, Fire Chief*)
11. Resolution No. 7547 - Approving New Housing Incentives and Fair Share Unit Prices for Calendar Year 2024-2025 (*Todd Randall, Assistant City Manager*)

12. Consideration of Approval of Bid #1613-25 for the Annual Water Meter Changeout Project and Recommendation to Accept the Bid of RTS Water Solutions, LLC, in the Amount of \$764,025.22 (*Tim Woomer, Utilities Director*)
13. Resolution No. 7548 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (210 West Marland) (*Jessica Silva, Community Services Superintendent, Amber Leija, Assistant City Attorney*)
14. Resolution No. 7549 - Rescinding Condemnation on Certain Properties (614 East Main) (*Jessica Silva, Community Services Superintendent, Amber Leija, Assistant City Attorney*)
15. Consideration of Approval of a Memorandum of Understanding with the Southeastern New Mexico Economic Development District for NM GRO Appropriation Grant Number 08-ZI9D146 for Facilities and Infrastructure in the Amount of \$320,000.00 (*Jana White, Project Manager*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

16. Next Meeting Dates:

City Commission Regular Meeting:

- Monday, October 21, 2024, at 6:00 p.m.
- Monday, November 4, 2024, 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
STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Minutes of the September 16, 2024, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 9/6/2024

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Fiscal Impact:

No fiscal impact.

Attachments:

September 16, 2024

Recommendation:

Motion to approve the minutes as presented.

Approved By:

Minutes of the regular meeting of the Hobbs City Commission held on Monday, September 16, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
Medjine Desrosiers-Douyon, Deputy City Attorney
Amber Leija, Assistant City Attorney
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Marina Barrientes, Police Captain
Steve Butler, Detention Supervisor
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Chris Henry, Battalion Chief
Toby Spears, Finance Director
Anthony Henry, Acting City Engineer
Nikki Lawless, Library Director
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Matt Hughes, Rockwind Superintendent
Jana White, General Services Project Manager
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Chad Littlejohn, Marketing Coordinator
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
12 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of August 19, 2024, be approved as written. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the month of September, 2024, as "National Suicide Prevention and Action Month". This proclamation encourages all citizens to take time to understand mental health through education and recognize that we need to take care of our mental health while we take care of each other.

Ms. Katrina Fuller, of Infinite Super L, and Ms. Janelle Taylor, director of Permian Basin Counseling and Guidance, accepted the proclamation and Ms. Taylor spoke about some options and programs they have, like the survivor's suicide loss support group, which can connect people to important services needed at their time of loss and grievance. She stated that anyone who is interested in this can contact her, or their team at Permian Basin Counseling and Guidance.

Mayor Cobb proclaimed September 21, 2024 as "National Cleanup Day", a day that has been celebrated annually in September since 2017. The Keep Hobbs Beautiful local initiative encourages all to take part in the National Clean-up Month by volunteering and picking up trash in and around their neighborhoods or volunteering in local clean-up events.

Ms. Jessica Silva, Code Enforcement Superintendent, spoke about the recent clean up event that was held on Lovington Highway and stated there was over 40 volunteers and 90 bags of trash collected. She reminded the public of the other two clean-up days that will be held on Saturday, September 21 and Sunday, September 29, 2024 and encouraged all to come out and volunteer.

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the month of September, 2024:

- 5 years – Cristina Wagner, Human Resources Department
- 10 years – Jarrod Purvis, Hobbs Fire Department
- 10 years – Dustin Seay, Hobbs Police Department
- 20 years – Tennie Clay, Hobbs Police Department

Mr. Gomez thanked the Commission for recognizing these employees. Mr. Gomez reviewed highlights about the employees' time with the City. He expressed gratitude to each employee for their hard work and contributions to the organization.

Public Comments

None.

Consent Agenda

None.

Discussion

None.

Action Items

Resolution No. 7539 - Consideration and Approval of Final Plat for Habitat for Humanity Spears Subdivision, Block 1

Mr. Todd Randall, Assistant City Manager, stated Habitat for Humanity has requested subdivision approval for their plat for the Spears Subdivision Block 1 located east of Mills elementary, adjacent to Fowler St. This subdivision creates 14 new lots. All improvements have been completed and the City of Hobbs has budgeted the reconstruction of the adjacent roadways (Copper St. and Rojo St.) to address drainage in that area. Mr. Randall displayed a map of the area for reference.

There being no discussion, Commissioner Calderón moved to adopt Resolution No. 7539 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7540 - Consideration and Approval of Final Plat for the Northland Estates East Subdivision

Mr. Todd Randall, Assistant City Manager, stated the property owner has requested to file the Northland Estates East Subdivision with a Letter of Credit. The proposed subdivision is approximately 4.5 acres and located outside of city limits. The subdivision will create eleven (11) 1+ acre lots and extend Fowler Street from Sockwell to Woodfin. In order to file a subdivision with a letter of credit, the developer needs to provide a final subdivision plat and an Engineer's estimate of the remaining improvements along with the Letter of Credit, which are attached.

There being no discussion, Commissioner Fields moved to adopt Resolution No. 7540 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

FINAL ADOPTION: Ordinance No. 1160 - Consenting to the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East, as Requested by the Property Owner and Containing Approximately 217.05 Acres

Mr. Todd Randall, Assistant City Manager, stated the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East area contains 217.05 acres and is located south of Millen Drive and west of Grimes Street. The annexation proposal was presented to the Planning Board at the July 16, 2024 meeting. After review, the Planning Board recommended approval to the Commission with a 3-0 vote with one abstention. The Commission approved publication of the Ordinance on August 5, 2024.

There being no discussion and no comments made on the passage of this ordinance, Commissioner Smith moved to approve Ordinance No. 1160 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance and supporting documentation are attached.

FINAL ADOPTION: Ordinance No. 1161 - Authorizing a First Amendment to Ground Lease Agreement with Covenant Hospital Hobbs at 5625 North Lovington Highway

Mr. Todd Randall, Assistant City Manager stated the City of Hobbs entered into a purchase agreement for the old Levi Strauss building and Ground Lease with Lea Regional Hospital for purposes of Lea Regional Medical Center on December 4, 2006. On December 21, 2020, the City Commission approved the assignment to Covenant Hospital. Covenant Hospital has requested permission to sub-lease the property to Amazon.com Services for use as an Amazon warehouse which changes the use and purpose from the original Ground Lease Agreement. Any property valued over \$25,000.00 requires approval by ordinance and lease payments must be at market rate. A summary of changes to the lease agreement are as follows:

TERM OF LEASE: There will be no change to the term of lease, which began December 4, 2006 and the expiration date of such term is December 3, 2081.

ESTIMATED VALUE OF PROPERTY (Ground Only): \$446,272.00

LEASE PAYMENTS: Covenant Hospital Hobbs will pay annual rental to the City of Hobbs in the amount of \$1,000 for the first year, while building improvements are made,

\$44,627.22 for the second year, and thereafter the payment shall increase 3% annually and be paid on December 15th of each year.

NAME OF LESSEE: Covenant Hospital Hobbs

NAME OF SUBLESSEE: Amazon.com Service, LLC

PURPOSE OF LEASE: The Lessee will sublease the entire Leasehold Property to Amazon.com Services, LLC. for an Amazon warehouse.

Ms. Jennifer Grassham, President and CEO of the Economic Development Corporation of Lea County, stated a broker reached out to her looking for a property a little over a year ago and gave her the site selection criteria for the property. They decided the Levi Strauss building fit their criteria; however, it could be a little challenging in that Covenant owned the building and there was a land lease on it. She stated they were able to work through the issues and all signs are positive that the building is going to be used as an economic generator instead of only a large storage facility.

In response to Mayor Cobb's question, Mr. Todd Randall stated that Amazon has submitted the necessary paperwork for a building permit and the estimated value of these are estimated to be about \$14,000,000.00.

In further response to Mayor Cobb's inquiry, Ms. Grassham stated they do not, as of yet, know the exact numbers but there will be new jobs created.

Proper publication having been made, and there being no further discussion and no comments from the audience, Commissioner Mills moved to approve Ordinance No. 1161 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance and supporting documentation are attached

Resolution No. 7541 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality

Ms. Amber Leija, Assistant City Attorney, along with Ms. Jessica Silva, Code Enforcement Superintendent, presented slides showcasing two properties which are in dire need of repair and requested that these properties be deemed condemned. Ms. Leija stated in its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department, Community Services Division, has identified properties which present health, life and safety hazards, and warrant remediation or removal from the municipality. The properties, located at 1411 E. Dunnam and 102 S. Willow St. have been deemed ruined, damaged and dilapidated and a menace to the public comfort and safety. The demolition and clean-up of these properties will cost

approximately \$13,320.32. The current budget in the Professional Services line item of the Community Services Budget has an adequate balance to sustain this expenditure.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7541 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7542 - Rescinding Condemnation on Certain Properties

Ms. Amber Leija, Assistant City Attorney, along with Ms. Jessica Silva, Code Enforcement Superintendent, reviewed photographs of three properties that were previously condemned but are no longer ruined, damaged, dilapidated and a menace to public comfort, health and safety. These properties located at 818 West Gold, 1229 South Hannah and 1310 East Marland have all been demolished or renovated and are now in full compliance with the Hobbs Municipal Code. The proposed resolution will rescind the previous condemnation of these properties.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7542 as presented. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

PUBLICATION - Proposed Ordinance Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals

Ms. Amber Leija, Assistant City Attorney, along with Ms. Jessica Silva, Code Enforcement Superintendent, presented a proposed ordinance amending Chapter 6.04 of the Hobbs Municipal Code related to animals. Ms. Leija suggested moving Section 6.04.100 to its own chapter, 6.07.000, along with updating the procedure to be followed by Animal Control Officers when they come across an animal they believe is being cruelly treated. Ms. Leija stated they are also requesting to remove the criminal violations for Cruelty and adding it to the procedure under Section 6.04.380, where all other animal violations are listed. All charges after 6.04.380 will also be updated accordingly.

Mayor Cobb thanked Commissioner Mills for his assistance in amending the ordinance. He stated Paragraph #7 is not considered cruelty but wanted to make sure that the community understands that doing this in the backyard or even having another person crop ears or cut off tails in their home is illegal and is a misdemeanor offense. Mayor Cobb stated a citizen could be subject up to \$500.00 in fines and 90 days in jail.

He encouraged citizens to reach out to a Commissioner if there are any questions or concerns because it is important for community members to have a voice in this matter.

Ms. Leija explained each act would be considered one act of cruelty, and a person would only have to commit one of these acts to be charged with one charge of cruelty.

Commissioner Mills stated there is a lot more clarity with this amendment, and he thanked Ms. Leija and Ms. Silva for their hard work in improving the municipal code.

Mr. Gomez concurred with Commissioner Mills and stated he also appreciates Commissioner Mills' contribution to this solution.

There being no further discussion, Commissioner Calderón moved to approve publication of the proposed ordinance amending Chapter 6.04 of the Hobbs Municipal Code related to animals. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance and supporting documentation are attached

Consideration of Approval of Bid No. 1614-25 for One (1) 2025 6-Yard Dump Truck and Recommendation to Accept Bid from Watson Truck & Supply, Inc., in the Amount of \$124,489.01

Mr. Todd Randall, Assistant City Attorney, stated the City is requesting approval to purchase a new 6-yard dump truck. Mr. Randall stated 16 companies received the bid on the plan holders list and bids were due by 1:30 p.m. on Tuesday, September 3, 2024. A total of three bids were received. Watson Truck & Supply submitted the lowest bid of \$124,489.01 with an estimated delivery time of 120 days. Mr. Randall stated this unit is for the replacement of Unit No. 1141, a 6-yard dump truck which was placed in service in 2009, and has 105,029 miles on it with repairs totaling \$19,186.00 to date.

Mayor Cobb stated there is a substantial savings on the bid submitted by Watson Truck & Supply compared to some of the other vendors.

There being no discussion, Commissioner Gerth moved to approve Bid No. 1614-25 for One (1) 2025 6-Yard Dump Truck and accept the bid from Watson Truck & Supply, Inc., in the Amount of \$124,489.01. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Smith abstain (due to a financial interest at Watson Truck & Supply), Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Consideration of Approval of Bid No. 1615-25 for One (1) 2025 12-Yard Dump Truck and Recommendation to Accept Bid from Watson Truck & Supply, Inc. in the Amount of \$160,189.00

Mr. Todd Randall, Assistant City Attorney, stated the City is requesting approval to purchase a 12-yard dump truck to replace Unit No. 1231 which is a 2009 unit with 99,536 miles which has a blown engine. He stated the Street Dept. provides services which require hauling of material utilizing dump trucks. There were 17 companies on the plan holders list and bids were due by 2:00 p.m. on Tuesday, September 3, 2024. Watson Truck & Supply, Inc., submitted the lowest bid of \$160,189.00 with an estimated delivery date of 180 days.

There being no discussion, Commissioner Penick moved to approve the Bid No. 1615-25 for One (1) 2025 12-Yard Dump Truck and accept the bid from Watson Truck & Supply, Inc. in the amount of \$160,189.00. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith abstain (due to a financial interest at Watson Truck & Supply), Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached

Comments by City Commissioners, City Managers

Commissioner Mills stated there continues to be issues with an overabundant number of dogs in the community who are running at large, attacking other dogs and biting people. He stated everyone should seriously begin thinking about this topic and consider that it's time to change our view about reducing the number of animals in the community.

Commissioner Gerth stated he was able to make the New Mexico Open Golf Tournament which was a huge success with over 143 participants. He acknowledged Mr. Matt Hughes, Rockwind Golf Course Superintendent, on the success of the tournament.

Commissioner Penick stated he and his wife were at the MLK Soccerplex this weekend and noticed there was a lot of trash out there. He stated there has been quite a few calls of complaint from parents about the condition of the fields. He stated there are some goat heads in the southeast area of the field but City staff is working to get it in shape. Commissioner Penick stated he was appalled at the amount of trash on the fields. He stated some of the responsibility falls on the people who utilize the fields and reminded everyone to do their part and use the trash bins and make sure to clean up after yourselves.

Mr. Gomez stated there have been issues with staffing throughout the year at the MLK Soccerplex. With the staff currently in place, the City has been working diligently to provide quality fields and maintenance when it comes to places like the soccer field. Other factors, such as the elements, and the weather has not been as favorable as

expected which has affected the lower area of the MLK Soccerplex. These are all issues which staff has been working to improve. Mr. Gomez stated he has seen vast improvements in different areas of the City and staff will continue to work and strive to improve these areas at every opportunity.

Commissioner Fields thanked the Parks and Open Spaces Department for all the hard work they do with all of the facilities in Hobbs. He stated the City has some great areas but they have been vandalized, such as recent vandalism at the restrooms at City Park, and he stated it is disheartening considering the amount of funding that has been poured into this park. He stated the citizens of Hobbs need to speak up and say something if they see it. He suggested a billboard which could encourage these helpful actions by reminding citizens that if they see something, they should report it.

Mr. Gomez stated there were over 40 volunteers at the recent Community Clean Up held this past weekend and many people from the community came out and showed their support as well as actively participated in the clean-up. He thanked all the businesses and organizations that showed up. He reminded the public of the next Community Clean Up dates which are Saturday, September 21, 2024 at 9:00 a.m. and Sunday, September 29, 2024 at 9:00 a.m.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 6:50 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the City of Hobbs Fire Department is committed to ensuring the safety and security of all those living in and visiting the City of Hobbs; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

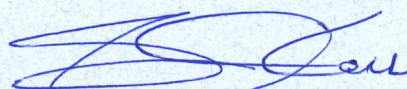
WHEREAS, City of Hobbs first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim October 6 - 12, 2024, as

“Fire Prevention Week”

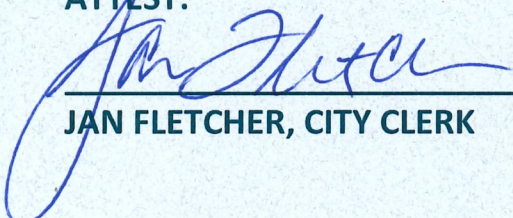
This year’s Fire Prevention Week theme is **“Smoke alarms: Make them work for you!”**; and urge all citizens of Hobbs, NM to ensure your residence has working smoke detectors, have a home fire escape plan, and to support the public safety activities and efforts of the City of Hobbs Fire Department.

IN WITNESS THEREOF, I have hereunto set my hand this 7th day of October 2024, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, MAYOR

ATTEST:


JAN FLETCHER, CITY CLERK

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, housing, animal control, fire safety, environmental and other codes and ordinances; and

WHEREAS, Code Enforcement Officers often have a challenging and demanding role and often do not receive recognition for the job that they do in improving living and working conditions for residents and businesses of local communities; and

WHEREAS, Code Enforcement Officers are dedicated and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety and preserving property values through knowledge and application of housing, nuisance codes and ordinances; and

WHEREAS, Code Enforcement Officers are often highly visible and responsible individuals who take their job seriously and are proud of their department and the local government with which they serve; and

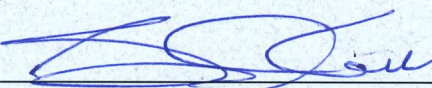
WHEREAS, the American Association of Code Enforcement wants to recognize and honor Code Enforcement Officers and Professionals all across the United States and bring awareness to the Importance of Code Enforcement to the communities in which they live; and

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the month of October 2024 as:

“NATIONAL CODE COMPLIANCE MONTH”

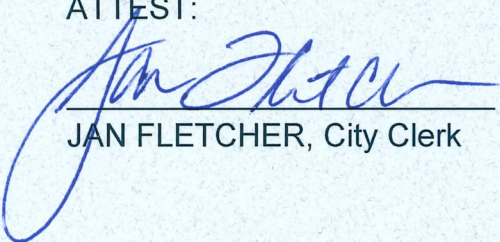
and call upon municipalities and communities to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of October, 2024, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Resolution No. 7543 - Approving a Lease Consent Between the City of Hobbs, Covenant Hospital Hobbs and [Amazon.com](https://www.amazon.com) Services LLC in the Hobbs Industrial Air Park (HIAP)

DEPT OF ORIGIN: City Manager

DATE SUBMITTED: 9/26/2024

SUBMITTED BY: Todd Randall, Assistant City Manager

Summary:

The City of Hobbs entered into a purchase agreement for the old Levi Strauss building and Ground Lease with Lea Regional Hospital for purposes of Lea Regional Medical Center on December 4th, 2006. On December 21st, 2020, the City Commission approved the assignment to Covenant Hospital. On September 16th, 2024 the City Commission approved a Ground Lease amendment with Covenant Hospital Hobbs, which includes a specific sub-lease to Amazon Services, LLC for purposes of a warehouse. The Planning Board has approved the site and building improvements (exterior) as the Design Review Board for development within the HIAP.

Covenant Hospital Hobbs and [Amazon.com](https://www.amazon.com) Service, LLC have further requested a lease consent between the City of Hobbs, Covenant Hospital Hobbs and [Amazon.com](https://www.amazon.com) Service, LLC, which is attached for consideration. Adoption of this Resolution would further provide the City's consent, as owner of the property (ground only), to the assignment of sub-lease to [Amazon.com](https://www.amazon.com) Service, LLC.

Fiscal Impact:

The Lease Consent does not have a fiscal impact

Attachments:

RESOLUTION - LEASE CONSENT

WNM4 - Ground Lessor Consent and Agreement (KLG draft 18 April 2024)(507405698.2)

Recommendation:

Consideration to approve the Resolution

Approved By:

Manny Gomez, City Manager 9/26/2024

Toby Spears, Finance Director 9/26/2024

Valerie Chacon, City Attorney 9/27/2024

Manny Gomez, City Manager 9/27/2024

CITY OF HOBBS

RESOLUTION NO. 7543

**A RESOLUTION TO APPROVE A LEASE CONSENT
WITH COVENANT HOSPITAL HOBBS AND AMAZON.COM SERVICES, LLC**

WHEREAS, the City of Hobbs has approved a Ground Lease Amendment with Covenant Hospital Hobbs for the specific purpose of subleasing to Amazon.com Service, LLC.

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 Lease Consent with Covenant Hospital Hobbs and Amazon.com Service, LLC. A copy of the Agreement is attached hereto and made a part hereof.

PASSED, ADOPTED AND APPROVED this 7th day of October, 2024.

Sam D. Cobb, Mayor

ATTEST:

_____.
Jan Fletcher, City Clerk

LEASE CONSENT

THIS LEASE CONSENT (this “**Agreement**”) is made as of the ____ day of _____, 2024 (the “**Effective Date**”) by and between the **CITY OF HOBBS**, a municipal corporation of the State of New Mexico (“**Ground Lessor**”), **COVENANT HOSPITAL HOBBS**, a Texas nonprofit corporation (“**Ground Lessee**”), and **AMAZON.COM SERVICES LLC**, a Delaware limited liability company (“**Tenant**”).

R E C I T A L S:

A. Ground Lessor and Ground Lessee, as successor in interest to Lea Regional Hospital L.L.C., are parties to that certain Ground Lease dated as of December 4, 2006 (as amended and assigned, the “**Ground Lease**”), which Ground Lease demises certain premises to Ground Lessee as more particularly described therein (the “**Premises**”).

B. Pursuant to that certain Lease Agreement dated as of _____, 2024 (the “**Lease**”), Ground Lessee has agreed to lease a portion of the Premises to Tenant (the “**Leased Premises**”). Capitalized terms used and not otherwise defined herein shall be given the meanings ascribed to such terms in the Lease.

C. Ground Lessor has agreed to consent to the Lease under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Ground Lessor Representations. Ground Lessor represents and warrants as follows:

(a) To Ground Lessor’s knowledge, neither Ground Lessor nor Ground Lessee is in default under the Ground Lease and Ground Lessor has no actual knowledge of any facts that now constitute, or would constitute after the passage of time, the giving of notice, or the expiration of a period of grace, a default under the Ground Lease by Ground Lessor or Ground Lessee. Ground Lessor has not received any written notice from Ground Lessee of any claim, breach, counterclaim, or offset or any other claim whatsoever against Ground Lessor with respect to the Ground Lease or of any presently existing defense to enforcement of the Ground Lease; and

(b) No consent hereto from any third party (including without limitation any holder(s) of any mortgage, deed of trust, or other security interest in the Premises or the Ground Lease) is required in connection with the Lease or Ground Lessor’s consent thereto as contemplated herein, or in connection with the other covenants, representations, warranties, and indemnities of Ground Lessor contained herein.

2. Consent. Ground Lessor hereby acknowledges receipt of a copy of, and consents to and approves, the Ground Lease and all of the terms, covenants and provisions thereof, including without limitation Tenant’s permitted uses of the Leased Premises and proposed

alterations and signage changes contemplated with respect thereto; agrees that the exercise by Tenant of any of its rights, remedies and options contained therein shall not constitute a default under the Ground Lease; and agrees that Ground Lessee and Tenant may amend, modify, or terminate the Lease without further consent of Ground Lessor. In furtherance of the foregoing, Ground Lessor expressly acknowledges and agrees that, notwithstanding anything contained in the Ground Lease to the contrary, including Section 4 thereof, Tenant may use the Leased Premises for the Permitted Uses (as defined in the Lease) and any such use by Tenant shall not constitute a breach of, or default under, the Ground Lease.

3. Non-Disturbance; Attornment. Ground Lessor agrees that so long as no Event of Default exists on the part of Tenant under the Lease, then: (a) Tenant's right of quiet possession of the Premises under the terms of the Lease will not be disturbed or interfered with or in any way limited by Ground Lessor in the exercise of any of its rights under the Ground Lease, and (b) Ground Lessor will not join Tenant as a party defendant under the Ground Lease in any exercise of such party's rights and remedies arising upon default under the Ground Lease by Ground Lessee unless applicable law requires Tenant to be made a party and Tenant's possession of the Premises under the Lease will not be disturbed, terminated or interfered with by Ground Lessee except to the extent permitted under the Lease. In the event of any termination of the Ground Lease prior to the termination of the Lease (without fee simple title to the Property transferring to the Ground Lessee), so long as no Event of Default exists on the part of Tenant under the Lease, Ground Lessor will assume the rights, liabilities and obligations of Ground Lessee under the Lease, and Tenant will accept and consent to such assumption and attorn to Ground Lessor, in which case this Agreement will terminate and the Lease will become the operative agreement between Ground Lessor and Tenant.

4. Cure of Default. Ground Lessor agrees that in the event of any default or event of default by Ground Lessee under the Ground Lease, Ground Lessor will give written notice thereof to Tenant as set forth in the Lease (or such other address as Tenant may indicate by notice hereafter to Ground Lessor in writing). Tenant will have the right (but not the obligation) to cure such default or failure within thirty (30) days following receipt of such notice from Ground Lessor; and Ground Lessor will not take any action with respect to such failure under the Ground Lease, including, without limitation, any action intended to terminate, rescind or avoid the Ground Lease, for such period of thirty (30) days after receipt of such written notice by Tenant; provided, however, that in the case of any non-monetary default which cannot with diligence be cured within said thirty (30) day period, if Tenant will proceed promptly to initiate measures to cure such failure and thereafter prosecute the curing of such failure with diligence and continuity, the time within which such failure may be cured will be extended for such period as may be necessary to complete the curing of such failure. Without limiting the foregoing, Ground Lessor agrees that no default and no termination of the Ground Lease, in connection therewith will be effective unless notice is first given to Tenant in accordance with the terms of this Agreement. Ground Lessor further agrees that where any default under the Ground Lease is not capable of or subject to cure, or in the event of the bankruptcy or insolvency of the Ground Lessee, Tenant will have the option (upon written notice to Ground Lessor) to enter into a new lease with Ground Lessor, on substantially the same terms as the Lease for the then remaining term of the Lease following the termination of the Ground Lease, or the rejection of the Ground Lease, by a bankruptcy trustee under applicable laws. Tenant will not be obligated to perform the

obligations under the Ground Lease unless and until Tenant executes a written assumption of said obligations.

5. Amendments to Ground Lease. Absent Tenant's prior written consent, the Ground Lease will not be amended in any manner that would not materially and adversely affect Tenant's business operations, the Permitted Uses, or materially increase Tenant's costs of operating from the Premises. Tenant will respond to a request for consent to an amendment to the Ground Lease within twenty (20) business days from receipt of notice. If Tenant does not respond to such request within the time provided, then Ground Lessor will send Tenant an additional copy of the proposed amendment along with a written notice conspicuously stating, in bold face, 12-point type, "FAILURE TO RESPOND WITHIN 10 BUSINESS DAYS WILL CONSTITUTE DEEMED APPROVAL." Ground Lessor's notice must be sent in accordance with the notice provisions of this Agreement and must also be sent by email (using the subject line—Re: WNM4 and reason for the notice (e.g., default under Ground Lease) to: naops-propmgt@amazon.com, OpsRELegalnotice@amazon.com, na-realestate@amazon.com and naops-rent@amazon.com. If Tenant still does not respond within the additional 10-business-day period, then the amendment will be deemed approved.

6. Mutual Waivers. Notwithstanding any other provision of the Ground Lease, each of Ground Lessor and Tenant waives any and every claim which may arise in its favor against the other party, during the Term, for any loss of, or damage to, any of its property located within the land or building, or upon, or constituting a part of, the Premises, to the extent caused by a peril covered under the property insurance actually carried by such party or required by the Lease or Ground Lease to be carried. Said mutual waivers will be in addition to, and not in limitation or derogation of, any other waiver or release contained in the Ground Lease, Lease or this Agreement with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Ground Lessor or Tenant, or their respective officers, directors, employees, agents, contractors, or invitees. If required, each party hereto agrees immediately to give its insurance company(ies) written notice of the terms of said mutual waivers and to have its insurance policies properly endorsed, if necessary, to prevent the invalidation of any coverage by reason of said waivers

7. Notices. Any notices, consents, approvals, submissions, demands or other communications (hereinafter collectively referred to as "Notice") given under this Agreement shall be in writing. Unless otherwise required by law or governmental regulation, Notices shall be deemed given if sent by registered or certified mail, return receipt requested, or by any recognized overnight mail carrier, with proof of delivery slip, postage prepaid to the parties at (i) with respect to Ground Lessee and Tenant, their respective addresses for notice as set forth in the Lease, and (ii) with respect to Ground Lessor, Ground Lessor's notice address set forth below. Any party may designate a different notice address by Notice to the other parties hereto. All Notices shall become effective only on the receipt or rejection of same by the proper parties.

Ground Lessor Notice Address:

[GROUND LESSOR TO PROVIDE.]

8. Amendment. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

9. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. Attorney's Fees. In any proceeding or controversy associated with or arising out of this Agreement or a claimed or actual breach thereof, the substantially prevailing party shall be entitled to recover from the other party(ies) as a part of the substantially prevailing party's costs, reasonable, out-of-pocket attorney's fees, the amount of which shall be fixed by the court or arbitrator and shall be made a part of any judgment rendered.

11. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

12. Counterparts. This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single, binding agreement. Any counterpart delivered by .pdf, DocuSign, or other electronic means shall have the same force and effect as an original counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

GROUND LESSOR:

CITY OF HOBBS, a municipal corporation of the State of New Mexico

By: _____

Name: _____

Title: _____

GROUND LESSEE:

COVENANT HOSPITAL HOBBS, a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

TENANT:

AMAZON.COM SERVICES LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

**ECONOMIC DEVELOPMENT CORPORATION
OF LEA COUNTY**, a municipal corporation of the State of New Mexico

By: _____

Name: _____

Title: _____



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Resolution No. 7544 - Resolution in Support of Green Salt Products, LLC

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 9/30/2024

SUBMITTED BY: Valerie Chacon, City Attorney

Summary:

This Resolution expresses support for the efforts of Green Salt Products, LLC in their project for depleted uranium. This project intends on providing commercial services not available in the U.S. to the nuclear industry for processing of DUF6 for disposal, which will create 125-200 new jobs. Green Salt Products, LLC is applying for a DOE loan to finance the project.

Fiscal Impact:

No fiscal impact to the City of Hobbs.

Attachments:

RESO - Green Salt project 9.30.24

L24 9-30 Green Salt LLC Letter of Support Final

Recommendation:

Approve the Resolution in support of Green Salt Products, LLC

Approved By:

Valerie Chacon, City Attorney 9/30/2024

Toby Spears, Finance Director 9/30/2024

Valerie Chacon, City Attorney 9/30/2024

Manny Gomez, City Manager 9/30/2024

CITY OF HOBBS

RESOLUTION NO. 7544

**RESOLUTION TO SUPPORT GREEN SALT PRODUCTS, LLC
NEW MEXICO PROJECT FOR DEPLETED URANIUM PROCESSING**

WHEREAS, Green Salt Products, LLC has proposed a New Mexico Project for Depleted Uranium;

WHEREAS, Green Salt Products, LLC intend on providing commercial services not available in the U.S., to the nuclear industry for processing of DUF6 for disposal;

WHEREAS, Green Salt Products, LLC will create 125-200 new jobs; and

WHEREAS, Green Salt Products, LLC is applying for DOE loan to finance the project.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs hereby approves the Letter of Support for the New Mexico Project for depleted uranium processing, and the Mayor is hereby authorized to sign the letter, a copy of which is attached hereto as Exhibit "A" and made a part of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Office of the Mayor

200 E. Broadway
Hobbs, NM 88240

575-397-9206 bus

October 7th, 2024

RE: City of Hobbs issuance of a Letter of Support

To Whom It May Concern:

This letter is an affirmation that the City of Hobbs welcomes and supports Green Salt Products LLC's Project to be located in Lea County west of Hobbs, New Mexico.

Mayor Sam Cobb and the City Commission recognize the early efforts taken by Green Salt Products LLC to establish itself as a committed member of the Hobbs community. The people of Hobbs are eager for the facility to proceed and welcome the Department of Energy's support. The Green Salt Products facility will make a significant contribution to the nuclear economic cluster that is emerging in Hobbs and Lea County, New Mexico.

If we can be of any assistance during the development process please feel free to call us. Should you or your staff have any questions please contact Manny Gomez, City Manager at (575) 397-9206. We look forward to working with you.

Sincerely,
CITY OF HOBBS, NEW MEXICO

Sam D. Cobb - Mayor



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Resolution No. 7545 - Authorizing a Professional Services Agreement Between the City of Hobbs and the Hobbs Municipal Schools Regarding Middle School Athletic Programs

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 9/25/2024

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

For many years, the City of Hobbs operated a winter basketball program for boys and girls. Beginning in 1999, the City and the Hobbs Municipal Schools entered into an agreement that funded the basketball program which the Hobbs Municipal Schools began to operate. In the interim, the Hobbs Municipal Schools have expanded the program to include volleyball and football.

The Hobbs Municipal Schools will use New Mexico Activities Association certified coaches for these programs and will provide documentation of such training to the City of Hobbs. The Hobbs Municipal Schools will also provide a report of activities and participation, and the City has the right to request and/or examine these records as provided in the agreement. During the 2023-2024 school year, Hobbs Municipal Schools reported the following participation in the activities included in this agreement: Football 205; Girls Basketball 99; Boys Basketball 207; Volleyball 193. Total participation: 704.

Fiscal Impact:

\$75,000 budgeted in FY25 budget in Recreation line item 01-0330-42601 (Professional Services).

Attachments:

Hobbs Municipal Schools Middle School Athletic Programs Resolution - 2024
2024 Hobbs Municipal Schools PSA For Middle School Athletic Programs - Updated for 2024

Recommendation:

Staff recommends approval of the Resolution.

Approved By:

Doug McDaniel, Recreation Director 9/25/2024

Toby Spears, Finance Director 9/25/2024

Valerie Chacon, City Attorney 9/26/2024

Manny Gomez, City Manager

9/26/2024

CITY OF HOBBS

RESOLUTION NO. 7545

A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS
AND THE HOBBS MUNICIPAL SCHOOLS
REGARDING MIDDLE SCHOOL ATHLETIC PROGRAMS.

WHEREAS, the City of Hobbs initially began the Middle School Athletic Program as a City of Hobbs Recreation Department Program in the 1980's which only included boys and girls basketball; and

WHEREAS, the Hobbs Municipal Schools have the expertise, staff and facilities to conduct an expanded Middle School Athletic Program that now includes basketball, volleyball, and football; and

WHEREAS, the City of Hobbs and the Hobbs Municipal Schools desire to enter into a Professional Services Agreement regarding the Middle School Athletic Programs; and

WHEREAS, the Hobbs Municipal Schools will conduct the Middle School Athletic Program using certified coaches and provide the City of Hobbs with certifications upon request; and

WHEREAS, the City desires to fund the program in exchange for the Schools to spend the same amount on capital improvements to facilities that are jointly used by both entities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, the Mayor be and hereby is, authorized and directed to effectuate this resolution and specifically to execute, on behalf of the City of Hobbs, a Professional Services Agreement with the Hobbs Municipal Schools, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 7th day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the ____ day of ____, 2024, by and between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "CITY") and the local School Board of Hobbs Municipal School District, (hereinafter referred to as "SCHOOLS").

NOW, THEREFORE, THE PARTIES HERETO HEREBY DO COVENANT AND AGREE AS FOLLOWS:

I.

SCHOOLS shall operate football, volleyball, and basketball programs for 6th and 7th grade students (hereinafter referred to as "Middle School Athletic Program"). SCHOOLS shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

- A. Provide facilities to operate the Middle School Athletic Program;
- B. Provide necessary equipment as needed to fulfill requirements of the Middle School Athletic Program. This includes, but is not limited to employee uniforms, balls, helmets, jerseys, pants, protective equipment, whistles and awards associated with the program. Equipment shall be the property of SCHOOLS;
- C. Hire and maintain a program coordinator and adequate staff to service the Middle School Athletic Program. Program coordinator and staff shall be employees of SCHOOLS and shall not be employees of CITY and are not entitled to any City of Hobbs benefits, including, but not limited to, insurance, leave, worker's compensation, and/or retirement;
- D. Design and place news releases and advertising in the appropriate media, naming CITY as co-sponsor;
- E. Maintain daily records of activities and the number of participants in the program and submit a report of actual expenses at the conclusion of the program;
- F. Coordinate with City's Recreation Department on an as needed basis on any issues arising from program;
- G. Maintain all trash and general cleanliness of the facility. Maintain and operate all concession stands, restroom facilities, bleachers and other gym amenities;
- H. Ensure all coaches for all football, basketball and volleyball teams are New Mexico Activities Association certified coaches and SCHOOLS shall provide documentation of such certification for all coaches to the CITY. SCHOOLS shall also ensure all coaches and associated staff receive regular training related to safety of all

participants;

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

J. Provide the program free of charge to all participants, excluding equipment deposits.

II.

CITY shall not be obligated to expend funds in excess of **Seventy-five Thousand Dollars (\$75,000.00)** during the term of this Agreement. The term of this Agreement is one (1) year, commencing October 6, 2024, and terminating June 30, 2025.

CITY agrees to pay SCHOOLS for approved and accepted expenses in connection with the Middle School Athletic Program, not to exceed **Seventy-five Thousand Dollars (\$75,000.00)** for the term of this Agreement.

III.

SCHOOLS agree to expend, at a minimum, an amount equal to the amount expended by CITY under this agreement, on improvements to facilities that are used jointly by both SCHOOLS and CITY such as Hobbs High School Tennis Courts, Veterans Memorial Baseball/Softball Complex and others during the term of this agreement.

SCHOOLS agree to maintain documentation regarding the amount expended by SCHOOLS on improvements to facilities that are used jointly by both SCHOOLS and CITY and SCHOOLS further agree to provide said documentation to CITY in a timely manner.

SCHOOLS and CITY shall agree on each project, the scope of the project, and the details of the improvements to be made to the facilities that are used jointly by both SCHOOLS and CITY prior to any expenditure of money by SCHOOLS under this agreement.

SCHOOLS shall have the exclusive right to implement programs as deemed necessary. As such, SCHOOLS shall be solely responsible for any actions, inactions, or potentially tortious conduct of its personnel involved with implementing the sports programs contemplated herein.

IV.

SCHOOLS agree to hold CITY free and harmless from any costs determined ineligible by proper audit and SCHOOLS will not enter into any obligation which purports to be binding on CITY in any manner.

At such times and in such form as the City Manager may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement. Furthermore, at any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all records maintained by SCHOOLS with respect to all matters covered by this Agreement; any requested excerpts of transcripts from such records and audits of all data relating to all matters covered by this Agreement subject to the limitations set out above.

SCHOOLS covenants and agrees that it will hold and save CITY harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or damage to property arising out of this Agreement of which are not a result of CITY actions or inactions.

SCHOOLS shall treat all participants 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, disability, or any other legally protected classification.

SCHOOLS shall maintain general liability insurance in the minimum amount of \$1,000,000.00 per occurrence covering any liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or damage to property during the course of execution of this agreement. SCHOOLS shall cause CITY to be named as an additional insured on said policy and shall provide a copy of said coverage to CITY. The parties agree said SCHOOLS policy shall be primary coverage in the event of a claim against SCHOOLS or CITY.

If any part or portion of this Agreement shall be in violation of the laws or Constitution of New Mexico, only such part or portion hereof shall be invalidated thereby, and any monies paid by CITY thereunder shall be repaid to it by SCHOOLS, but all other portions hereof shall remain valid and enforceable. This Agreement shall not be effective without the written approval of the Hobbs City Commission and the Hobbs ISD School Board.

This Agreement shall continue in force until the date of expiration as outlined herein, or until all funds contemplated herein are expended, whichever is sooner. This Agreement may be canceled by either party after giving sixty (60) days' written notice delivered to the other parties' Chief Administrative Officer.



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Resolution No. 7546 - Authorizing the Mayor to Execute a Grant Agreement with the JF Maddox Foundation for the Renovation of Hobbs' Downtown Shipp Street Plaza

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 9/27/2024

SUBMITTED BY: Valerie Chacon, City Attorney

Summary:

The JF Maddox Foundation provided a grant to the City of Hobbs in the amount up to \$1,500,000.00 for funding to support the design and construction- related expenses for the renovation of the City's downtown Shipp Street Plaza. The JF Maddox Foundation grant shall be first in to satisfy the Plaza improvement prior to any City expenditures. The design and construction- related expenses will not exceed \$3,000,000.00.

The Grant shall be utilized for approved construction costs. Funds shall be disbursed upon the foundation's receipt of the City's written request and supporting documentation of the actual approved construction costs. All requests for funds must be made before December 31, 2025.

Fiscal Impact:

The grant revenue amount is budgeted to the Hobbs Beautification Fund (46) in the amount of \$1,000,000. A budgetary revenue adjustment would need to be made of \$500,000. The total expenditure budget is approximately \$3,000,000.00. (\$1.5 million JF Maddox/\$1.5 million City of Hobbs)

Attachments:

Resolution- JF Maddox Foundation Grant - Shipp St
2024 Maddox Downtown Grant

Recommendation:

Consider and approve the Resolution for the Mayor to execute a grant agreement.

Approved By:

Valerie Chacon, City Attorney	9/27/2024
Toby Spears, Finance Director	9/27/2024
Valerie Chacon, City Attorney	9/27/2024
Manny Gomez, City Manager	9/30/2024

CITY OF HOBBS

RESOLUTION NO. 7546

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT
AGREEMENT WITH THE JF MADDOX FOUNDATION FOR THE RENOVATION OF
HOBBS' DOWNTOWN SHIPP STREET PLAZA**

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 agreement with the JF Maddox Foundation for the renovation of Hobbs' Downtown Shipp Street Plaza; in the amount not to exceed \$1,500,000.00 and any supporting documentation for the implementation of the grant agreement requirements. The agreement provides that the grant funds shall be used for approved construction costs and all request for funds must be made before December 31, 2025. A copy of the grant agreement is attached hereto and made a part hereof by reference.

PASSED, ADOPTED AND APPROVED this 7th day of October, 2024.

SAM D COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

GRANT CONTRACT

APPROVAL DATE: April 24, 2024
GRANT NUMBER: 2007053
AMOUNT: Up to \$1,500,000

GRANTOR: J. F Maddox Foundation, a New Mexico Nonprofit Corporation (Foundation)
GRANTEE: City of Hobbs (Grantee)

1. This Grant is to provide up to \$1,500,000.00 funding support for design and construction-related expenses for the renovation of Grantee's downtown Hobbs Shipp Street Plaza (Plaza Improvements). This grant shall be "first in" to satisfy the Plaza Improvements prior to any Grantee expenditures. The Grantee agrees to contribute up to \$1,500,000.00 for the "Plaza Improvements". The design and construction-related expenses will not exceed \$3, 000,000.00.
2. Grantee agrees to the following terms:
 - A. Subject to the provisions of this subparagraph A, funds are available under this Grant to provide support for actual design and construction-related expenses for the Plaza Improvements (referred to as Approved Construction Costs). Approved Construction Costs hereunder shall not include Grantee's indirect costs such as compensation and benefits for Grantee's employees who perform work on Plaza Improvements.
 - B. Funds from this Grant will be disbursed to Grantee upon Foundation's receipt of Grantee's written request and supporting documentation of actual Approved Construction Costs incurred by Grantee. Requests for Approved Construction Costs under this Grant shall be made in writing to the Foundation and with at least 10 business days advance notice of when funds are needed. All requests for funds must be made to Foundation no later than December 31, 2025. All funds for Approved Construction Costs not requested by this date may be forfeited.

Notwithstanding the foregoing, Grant funds under this subparagraph C are not available until Grantee has provided sufficient documentation to the Foundation that the following condition has first been met:

- i. Before construction commences, both partners on this project (namely, the Foundation and Grantee) have mutually agreed to the final design of the Plaza Improvements.

- C. Although the Grant funds are not required to be physically segregated in a separate account, Grantee agrees to account for such funds separately on Grantee's books and records for ease of reference and verification.
- D. All Plaza Improvements funded by this Grant must be completed by Grantee by December 31, 2025.

3. The representations, warranties, requirements, terms and conditions set forth in Exhibit A are incorporated by reference and made a part of this Contract. Grantee understands that any breach of any provision of this Contract, including the provisions contained in Exhibit A, may result in termination of the Grant, the suspension of Grant payments, and/or an obligation to return Grant funds to the Foundation.

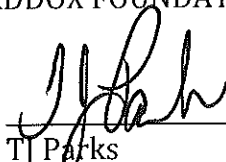
4. Reporting Requirements (Exhibit B):

- A. Grantee agrees to submit a final written report to the Foundation of the total cost of the Plaza Improvements, no later than January 31, 2026.

5. The signature on this document, of the person authorized to execute legal agreements on behalf of Grantee, will serve as certification that the authorized signatory has read and understands the requirements, terms, and conditions of this Grant Contract.

J. F MADDOX FOUNDATION

By:


TJ Parks
Chief Executive Officer

CITY OF HOBBS

By:

Sam Cobb
Mayor

Date

By:

Manuel Gomez
City Manager

Date

Exhibit A

Requirements, Terms, and Conditions of Grant Contract

1. Grantee agrees that the Grant funds will only be expended for the purpose(s) as defined in Paragraph 1 above of this Grant Contract, and that any earnings accruing from these Grant funds prior to expenditure by Grantee shall also be used for such purpose(s), and that any funds not so used will be returned to the Foundation.
2. Grantee represents that it is a tax-exempt state or political subdivision described in Section 170(c)(1) of the Code.
3. Grantee agrees to immediately notify the Foundation, in writing, if (i) Grantee's federal tax-exempt status or its classification under Section 509 of the Code is revoked or altered; (ii) Grantee has received notice from the IRS or otherwise has reasonable grounds to believe that its tax-exempt status or its classification under Section 509 of the Code may be revoked or altered; or (iii) Grantee has reason to believe that these Grant monies cannot be, or continue to be, expended for the specified purpose(s). In the event that Grantee's tax-exempt status is lost or is challenged by the IRS or if the Grant funds cannot be expended for the specified purpose, the Foundation reserves the right in its absolute discretion to terminate the Grant, in which event Grantee agrees to immediately return to the Foundation any remaining unexpended Grant monies plus any portion of the expended Grant funds not actually spent for the purpose(s) of the Grant.
4. For New Mexico corporations, Grantee represents and warrants that it is an organization in good standing with the New Mexico Secretary of State (NMSOS). Grantee agrees to immediately notify the Foundation, in writing, if Grantee's good standing with the NMSOS is revoked or altered.
5. The Foundation assumes no responsibility for any injuries, damages, or liabilities (including, but not limited to, attorney fees and costs) directly or indirectly resulting or arising from the project funded by this Grant. By accepting this Grant, Grantee agrees to indemnify and hold harmless the Foundation and each of its directors, officers, employees, representatives, and agents from and against any and all claims, liabilities, losses, and expenses resulting or arising from or in connection with this Grant.
6. Grantee will maintain adequate financial records related to the expenditure of Grant funds.
7. Grantee agrees that there will be no commission or other similar compensation related to this Grant paid by Grantee to any employee, officer, or agent of Grantee.
8. Grantee agrees that no part of the funds received from this Grant will be used to carry on propaganda, support or oppose specific legislation, participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, influence the outcome of any public election, or participate in any voter registration drive.
9. Grantee will furnish to Foundation such additional information or reports concerning the Grant funds, the Grantee, or the project being funded as the Foundation may from time to time reasonably request. This Grant is subject to audit by the Foundation at the Foundation's expense. This Grant is also subject to monitoring and evaluation by Foundation staff and/or outside consultants at the Foundation's expense.

10. The foregoing terms and conditions are to comply with the obligations of the Foundation to make reasonable efforts and establish adequate procedures to ensure that its grant funds are spent for the charitable purposes for which granted. Changes in the applicable law, or in regulations interpreting the law, may require the Foundation to request changes or additions to such terms and conditions. The Foundation will promptly inform Grantee in such event and the parties agree to cooperate in a good faith effort to make any such changes or additions that may be required under applicable law.
11. Grantee shall not assign this Grant Contract or any payment due or to become due under this Grant Contract without the prior, express, and written consent of the Foundation.
12. Neither this Grant Contract, the Grant nor any action by the Foundation pursuant to this Grant Contract shall make the Foundation liable to Grantee or to any other party as a joint venturer, partner, or other participant with respect to the activities of Grantee funded by the Grant. No parties other than Grantee and Foundation shall have any rights, claims, or causes of action pursuant to this Grant Contract or the Grant.
13. Grantee agrees that the Foundation has no contractual obligation to or with any service provider engaged by Grantee for the purposes of this Grant.
14. If any provision of this Grant Contract is judicially determined to be void or unenforceable, such provision shall be construed to be severable from the other provisions hereof, which shall retain full force and effect.
15. This Grant Contract shall be construed in accordance with and governed by the laws of the State of New Mexico. Should a dispute arise as to the contents or construction of the Grant Contract, the parties agree to submit to the jurisdiction and venue of the District Court of Lea County, New Mexico.
16. This Grant is conditional upon Grantee's acceptance of all of the terms and conditions set forth in this Grant Contract. Upon receipt of an original signed and dated Grant Contract, the Foundation will make payment subject to the terms stated herein.

Initial

Initial

Exhibit B

Deliverables

December 31, 2025	All requests for funds must be made to Foundation no later than December 31, 2025
December 31, 2025	All Plaza Improvements funded by this Grant must be completed by Grantee by December 31, 2025
January 31, 2026	Grantee agrees to submit a final written report to the Foundation of the total cost of the Plaza Improvements, no later than January 31, 2026



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Consideration of Approval to Purchase a New Leica Scanner for the Hobbs Police Department by Utilizing a Cooperative Purchasing Agreement in the Amount of \$124,576.55.

DEPT OF ORIGIN: Police

DATE SUBMITTED: 9/13/2024

SUBMITTED BY: Shane Blevins, Deputy Police Chief

Summary:

Purchasing a new Leica Scanner for our Criminal Investigations Division. We will use a Cooperative Purchase Agreement at the cost of \$124,576.55.

Fiscal Impact:

The fiscal impact will be \$124,576.55. The funds used were budgeted for in the 2025 Fiscal Year. There is currently 141,679.21 budgeted in 001-203-030-43001

Attachments:

Leica Agenda Packet Paperwork

Recommendation:

Motion to Approve

Approved By:

August Fons, Police Chief 9/12/2024

Toby Spears, Finance Director 9/25/2024

Valerie Chacon, City Attorney 9/26/2024

Manny Gomez, City Manager 9/26/2024



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 10/7/2024

SUBJECT: The purchase of a Leica Scanner at the cost of \$124,576.55, utilizing a Cooperative Purchasing Agreement.

DEPT. OF ORIGIN: Hobbs Police Department

DATE SUBMITTED: 9/12/24

SUBMITTED BY: Captain Ricky Guerrero

Summary: *Purchasing a new Leica Scanner for our Criminal Investigations Division. We will use a Cooperative Purchase Agreement at the cost of \$124,576.55*

Fiscal Impact:

Reviewed By: _____

Finance Department

The fiscal impact will be \$124,576.55. The funds used were budgeted for in the 2025 Fiscal Year. There is currently 141,679.21 budgeted in 001-203-030-43001

Attachments: *Quote and Cooperative Purchasing Agreement Paperwork*

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve.

Approved For Submittal By: _____

Ricky Guerrero
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. _____

NM - Hobbs Police Dept. - US - 21677091

Date: 09/11/2024

att. Ricky Guerrero
CITY OF HOBBS
Finance Department
Attn: Accounts Payable
200 EAST BROADWAY
HOBBS NM 88240

- when it has to be right



Leica Geosystems Inc
Fed.Tax ID # 16-1516976
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092

www.leica-geosystems.us
Phone 800 367 9453
Fax 770 326 9593

Your reference NM - Hobbs Police Department For clarifications, please contact
Your phone 575-397-9240 Michael Heath
Your Customer N° 278642 Mobile
Your Customer N° 278642 michael.heath@leica-geosystems.com

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
10	1697	1	PC.	RTC360 Package with RCS With following configuration:	93,081.65	93,081.65
	838300	1	PC.	RTC 360 Laser Scanner		
	874800	1	PC.	Calibration Cert. "Silver", TLS RTC 360		
	954519	4	PC.	GEB364 Battery int Li-Ion 10.8V/6900mAh		
	817063	1	PC.	GVP730 Container for RTC360		
	842065	2	PC.	MS256 Industrial USB Stick 256GB		
	842066	1	PC.	GST80 Tripod Carbon		
	872515	1	PC.	Leica RTC360 QG,multil.1		
	874567	1	PC.	Leica RTC360 USB Documentation Card		
	874566	1	PC.	Leica Cyclone FIELD 360 Info Sheet		
	955235	1	PC.	Cyclone FIELD 360 Quick Plan Shipment FL		
	1432	1	PC.	Power Supply Configuration With following configuration:		
	799187	1	PC.	GKL341 Charger Prof 5000		
	731440	1	PC.	AC power cable 2-pole US, to charger		
	1935	1	PC.	Reality Capture Studio Subscription		
	5312306	1	PC.	RC Studio, 3TB Data, 1yr hxd.com/tos		
190	6013561	1	PC.	1 yr RTC360 Laser Scanner CCP Basic consisting of: 1 yr Customer Support	705.00	705.00
210	1315	1	PC.	Cyclone REGISTER 360 PLUS Permanent With following configuration:	10,400.00	10,400.00
	979836	1	PC.	Cyclone REGISTER 360 PLUS Permanent		
230	6018134	1	PC.	Cyclone REGISTER 360 PLUS CCP 1yr Technical support by telephone/email. Software updates.	1,875.00	1,875.00
260	2020	1	PC.	MAP360 Pro Permanent With following configuration:	6,650.00	6,650.00
	916318	1	PC.	MAP360 Pro Permanent		

NM - Hobbs Police Dept. - US - 21677091

Date: 09/11/2024

POS	ARTICLE	QTY	PC	DESCRIPTION	UNIT PRICE	USD /TOTAL
280	6015993	1	PC.	MAP 360 Pro CCP 1yr.	1,610.00	1,610.00
310	6010779	1	PC.	NIST Calibrated ScanStation P30/P40 Dual Target Pole Kit consisting of: 1 x ScanStation P30 / P40 Dual Target Pole Kit (840867) 2 x GZT21, 4.5" Circular Black &White Tilt-N-Turn Target (822694) 1 x NIST Certificate for ScanStation P30/P40 Dual Target Pole (5003964) With following configuration:	2,830.00	2,830.00
	840867	1	PC.	Dual Target Pole Kit		
	5003964	1.000	AU	NIST Certificate for ScanStation P30 / P40 Dual Target Pole		
340	5311246	1	PC.	4 Days On-Site Training	7,350.00	7,350.00
				Freight		75.00
				Total before tax		124,576.65
				Sales Tax		
				Total		124,576.65

Offer subject to Leica Geosystems terms and conditions, available at:
https://portal.leicaus.com/US_GT-Cs_of_Sales.txt
Full Software License Agreement: www.leica-geosystems.com/TCSL
Full Standard Warranty: www.leica-geosystems.com/TCLW

In addition our delivery- and payment conditions are as follows:
Validity : 09/11/2024 - 12/30/2024

Terms of payment : 30 days net

NM - Hobbs Police Dept. - US - 21677091

Date: 09/11/2024

With your signature you accept our offer on behalf of your company as above and you confirm, that you are authorized to do so.

Name _____

Title _____

Date/Place _____

Signature _____

If you prefer using your own PO format, please issue to:

Leica Geosystems Inc.
5051 Peachtree Corners Circle
Suite 250
Norcross, GA 30092
Fax 770 326 9593

However, the remittance address for payments is:

Leica Geosystems Inc.
P. O. Box 536874
Atlanta, GA 30353-6874



Washington State
DEPARTMENT OF
ENTERPRISE SERVICES



COOPERATIVE PURCHASING AGREEMENT

No. 24823

**POLICE RADAR LIDAR SPEED ENFORCEMENT
&
ACCIDENT SCENE RECONSTRUCTION**

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

Leica Geosystems, Inc.

September 1, 2024

COOPERATIVE PURCHASING AGREEMENT

No. 24823

POLICE RADAR/LIDAR SPEED ENFORCEMENT & ACCIDENT SCENE RECONSTRUCTION

FOR

CONTRACT CATEGORY ONE, Group C1-4, C6 –Accident and Crime Scene Re-Construction

This Cooperative Purchasing Agreement (“Cooperative Purchasing Agreement”) is made and entered into by and between Enterprise Services acting by and through the State of Washington (“Enterprise Services”) and Leica Geosystems, Inc., a Delaware Corporation, (“Contractor”) and is dated and effective as of September 1, 2024.

RECITALS

- A. **CONTRACTS FOR GOODS AND/OR SERVICES.** Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish contracts for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, certain public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. **COOPERATIVE PURCHASING.** The Washington State Legislature also has authorized Enterprise Services, on behalf of the State of Washington, to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements. See RCW 39.26.060(1). Such cooperative purchasing agreements are designed to function as cost-effective and efficient enterprise procurement solutions for Washington state agencies and other specified eligible purchasers, authorized by Enterprise Services, to procure goods and/or services from awarded contractors pursuant to a competitive solicitation process. See RCW 39.26.060(2).
- C. **COOPERATIVE PURCHASING – ENTERPRISE SERVICES’ ROLE.** In regard to cooperative purchasing, Enterprise Services’ role and responsibility differs depending on whether Enterprise Services, on behalf of the State of Washington, is exercising its authority to participate in an established cooperative purchasing agreement (e.g., join an existing cooperative purchasing agreement and specify the scope of such joinder and eligible purchasers) or is exercising its authority to collaborate, for example, with one or more other states to develop, solicit, and award a cooperative purchasing agreement. See RCW 39.26.060(1).
- D. **COOPERATIVE PURCHASING – ENTERPRISE SERVICES’ MULTI-STATE PROCUREMENT COLLABORATION THROUGH NASPO VALUEPOINT.** One of the approaches that Enterprise Services utilizes to collaborate with other states to develop, solicit, and award a cooperative purchasing agreement, is NASPO ValuePoint. NASPO Cooperative Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not solicit, evaluate, or award cooperative purchasing agreements; rather, NASPO ValuePoint assists states, for an administrative fee, in their multi-state procurement collaboration to design and implement competitively solicited and awarded cooperative purchasing agreements.
- E. **COOPERATIVE PURCHASING – NASPO VALUEPOINT COOPERATIVE MODEL.** Pursuant to the NASPO ValuePoint cooperative model, a designated state serves as the ‘lead state’ to conduct a competitive procurement in compliance with the lead state’s procurement laws and award a cooperative purchasing agreement with a contractor for the specified goods and/or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in the awarded cooperative purchasing agreement(s) by executing a participating addendum with the awarded contractor. Until a participating addendum is executed by the applicable state (a ‘participating entity’), no agency or other eligible organization (a ‘purchasing entity’) may purchase any goods and/or services pursuant to the cooperative purchasing agreement. Under Washington law, at the time of the competitive solicitation, states may provide supplemental terms and conditions to inform such state’s use

of the resulting cooperative purchasing agreement. In addition, pursuant to their participating addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Awarded contractors, however, have no obligation to condition execution of a participating addendum on substantive terms and conditions that were not competitively procured.

- F. **COMPETITIVE SOLICITATION FOR COOPERATIVE PURCHASING AGREEMENT(S).** Enterprise Services, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 24823 dated January 22, 2024, to solicit bids, by Contract Category and Group, for specified *Goods and/or Services* collectively referred to as Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction or Police Radar/Lidar. Pursuant to the Competitive Solicitation, bidders were able to bid for some or all of the specified Contract Categories and Groups that comprised the solicited *Goods and/or Services*. Nineteen (19) states indicated an intent to utilize the resulting cooperative purchasing agreement.
- G. **AWARDED CONTRACTOR FOR COOPERATIVE PURCHASING AGREEMENT.** Enterprise Services and a multi-state stakeholder team consisting of representatives from Washington, California, Nevada, Oklahoma, and South Carolina, evaluated all responsive bids to the Competitive Solicitation and identified *Contractor* as an apparent successful bidder for the specified Contract Category(ies) and Group(s) identified above.
- H. **COOPERATIVE PURCHASING AGREEMENT.** The purpose of this *Cooperative Purchasing Agreement* is to establish commercially reasonable contractual terms and conditions for authorized *Purchasing Entities* to purchase specified *Goods and/or Services* from *Contractor*, as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the *Parties* agree as follows:

1. DEFINITIONS.

- 1.1. **COMPETITIVE SOLICITATION.** Competitive Solicitation No. 24823, issued by Enterprise Services, pursuant to Washington's Procurement Code for Goods/Services (RCW 39.26) to conduct a competitive procurement process for *Cooperative Purchasing Agreement(s)* for *Goods and/or Services*.
- 1.2. **CONTRACTOR.** The entity identified above who, pursuant to a competitive solicitation process conducted by the *Lead State*, was awarded a *Cooperative Purchasing Agreement* and, as such, is authorized to enter into a *Participating Addendum* with any *Participating Entity* to enable such *Participating Entity* to authorize *Purchasing Entities* to purchase *Goods and/or Services* from this *Cooperative Purchasing Agreement*, as specified by the applicable *Participating Entity* in the *Participating Addendum*.
- 1.3. **COOPERATIVE PURCHASING AGREEMENT(S).** This *Cooperative Purchasing Agreement* that was competitively solicited and awarded by the *Lead State* to *Contractor* and which, pursuant to a *Participating Addendum* between *Contractor* and *Participating Entity*, may be utilized by those *Purchasing Entities* specified by the applicable *Participating Entity* to purchase specified *Goods and/or Services*.
- 1.4. **ENTERPRISE SERVICES.** The Washington State Department of Enterprise Services, a Washington state governmental agency.
- 1.5. **GOODS AND/OR SERVICES.** The goods and/or services included within the scope of this *Cooperative Purchasing Agreement* and set forth in attached ***Exhibit B – Included Goods and/or Services & Pricing***.
- 1.6. **LEAD STATE.** The State of Washington acting by and through *Enterprise Services*.
- 1.7. **NASPO VALUEPOINT.** NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e.,

colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Cooperative Purchasing Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.8. **PARTICIPATING ADDENDUM.** A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Cooperative Purchasing Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.9. **PARTICIPATING ENTITY(IES).** A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.10. **PARTIES.** Contractor and the State of Washington acting by and through Enterprise Services.
- 1.11. **PURCHASE ORDER(S).** Any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products. .
- 1.12. **PURCHASING ENTITY(IES)).** A state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Cooperative Purchasing Agreement and becomes financially committed to the purchase.
- 1.13. **WEBS.** The Washington Electronic Business Solutions system administered by Enterprise Services. See RCW 39.26.150.

2. **TERM.** The term of this *Cooperative Purchasing Agreement* is up to sixty (60) months. Initially, the term of this *Cooperative Purchasing Agreement* is thirty-six (36) months, commencing September 1, 2024 and ending August 31, 2027; *Provided*, however that, if Contractor is not in default and if, by May 1, 2027, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based metrics for extension, Enterprise Services shall extend the term of this *Cooperative Purchasing Agreement*, by written amendment, for up to twenty-four (24) additional months. Such term extension, if any, shall be on the same terms and conditions as set forth in this *Cooperative Purchasing Agreement*. To earn the performance-based term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR TERM EXTENSION
Insurance Endorsements:	Contractor timely provides at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this <i>Cooperative Purchasing Agreement</i> . See Exhibit A – Insurance Requirements at § 15.
Administrative Fee Payments:	Contractor provides timely and accurate Administrative Fee payments as detailed in this <i>Cooperative Purchasing Agreement</i> and <i>Participating Addendums</i> . See § 12.
Reports:	Contractor provides timely and accurate reports as detailed in this <i>Cooperative Purchasing Agreement</i> and <i>Participating Addendums</i> . See § 12, 13.3, 14, and 16.

3. **PARTICIPANTS AND SCOPE OF PARTICIPATION.** This *Cooperative Purchasing Agreement* may be utilized pursuant to the following conditions:

- 3.1. **PARTICIPATING ENTITIES.** Contractor may not sell *Goods and/or Services* to a *Purchasing Entity* pursuant to this *Cooperative Purchasing Agreement* until the applicable *Participating Entity* for such *Purchasing Entity* has

executed a *Participating Addendum* acceptable to *Participating Entity* and *Contractor* that authorizes purchases of such *Goods and/or Services* by *Purchasing Entity*. The terms and conditions set forth in this *Cooperative Purchasing Agreement* are applicable to any *Purchase Order* by any *Purchasing Entity*, except to the extent altered, modified, supplemented, or amended by a *Participating Addendum*; Provided, however, that no *Participating Addendum* shall be construed to diminish, modify, or otherwise derogate any provisions in this *Cooperative Purchasing Agreement* between the Lead State and Contractor, which terms and conditions were publicly solicited and procured pursuant to an open, transparent, fair, and competitive procurement process. By way of illustration and not limitation, *Participating Entities* may include in their applicable *Participating Addendum* unique administrative, delivery, and invoicing *Participating Entity* requirements, as well as *Participating Entity*-specific confidentiality requirements and similar *Participating Entity*-specific administrative requirements in *Purchase Orders* utilizing this *Cooperative Purchasing Agreement*.

- 3.2. PARTICIPATING ADDENDUM. Obligations under this *Cooperative Purchasing Agreement* are limited to those *Participating Entities* who have signed a *Participating Addendum* and *Purchasing Entities* within the scope of those *Participating Addenda*. States or other entities permitted to participate may use an informal competitive or other process to determine which *Cooperative Purchasing Agreements* to participate in through execution of a *Participating Addendum*. *Participating Entities* incur no financial obligations on behalf of other *Purchasing Entities*. *Contractor* shall email a fully executed PDF copy of each *Participating Addendum* as instructed by the *Lead State* to support documentation of participation and posting in appropriate databases.
- 3.3. ENTITY RIGHTS. Except to the extent modified by a *Participating Addendum* in accordance with this *Cooperative Purchasing Agreement*, each *Participating Entity* (and their authorized *Purchasing Entities*) shall follow the terms and conditions of this *Cooperative Purchasing Agreement* and applicable *Participating Addendum* and shall have the same rights and responsibilities for their purchases as the *Lead State* has in this *Cooperative Purchasing Agreement*. Each *Purchasing Entity* shall be responsible for its own charges, fees, and liabilities. *Contractor* shall apply the charges and invoice to each *Purchasing Entity* individually.
- 3.4. PARTICIPATING ADDENDUM APPROVAL. Entities who are not states may, under some circumstances, sign their own *Participating Addendum* as a *Participating Entity*, subject to participation approval by the Chief Procurement Official of the state where such entity is located; Provided, however, that such entities shall, at a minimum, confirm in writing to the applicable Chief Procurement Official of the state where such entity is located that such entity has procurement authority to execute a *Participating Addendum*. Such entities shall coordinate participation requests through NASPO ValuePoint.

4. SCOPE OF COOPERATIVE PURCHASING AGREEMENT – INCLUDED GOODS AND/OR SERVICES & PRICE.

- 4.1. SCOPE. Pursuant to this *Cooperative Purchasing Agreement*, *Contractor* is authorized to sell only those *Goods and/or Services* in the Contract Category(ies) and group(s) stated above and specified in ***Exhibit B – Included Goods and/or Services and Pricing***. *Contractor* shall not represent to any *Participating Entity* or *Purchasing Entity* under this *Cooperative Purchasing Agreement* that *Contractor* has contractual authority to sell any goods and/or services beyond those *Goods and/or Services* in the Contract Category(ies) and group(s) stated above and specified in ***Exhibit B – Included Goods and/or Services and Pricing*** and posted on the NASPO ValuePoint website.
 - (a) *Goods*. For purposes of this *Cooperative Purchasing Agreement*, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by *Purchasing Entity* pursuant to this *Cooperative Purchasing Agreement* and specified in ***Exhibit B – Included Goods and/or Services and Pricing*** and as identified in the *Purchase Order*.
 - (b) *Services*. For purposes of this *Cooperative Purchasing Agreement*, “Services” means all services of any nature ordered by *Purchasing Entity* pursuant to this *Cooperative Purchasing Agreement* and specified in ***Exhibit B – Included Goods and/or Services and Pricing*** and as identified in the *Purchase Order*.

- (c) *Specifications.* Where applicable, specifications for *Goods and/or Services* are detailed in this *Cooperative Purchasing Agreement* and the *Purchase Order*. Unless otherwise specified in the *Purchase Order*, all *Goods and/or Services* provided shall be new and unused of the latest model or design.

4.2. **ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING AGREEMENT.** Subject to mutual agreement of the *Parties*, *Enterprise Services*, acting as the *Lead State*, reserves the right to modify the *Goods and/or Services* included in this *Cooperative Purchasing Agreement*; Provided, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and Provided further, that any such modification must be within the scope of the *Competitive Solicitation* for this competitively procured *Cooperative Purchasing Agreement*.

4.3. **GOODS AND/OR SERVICES – PRODUCT UPDATES.** Upon approval by *Enterprise Services*, *Contractor* may update, on a semi-annual basis a set forth below, their products included as *Goods and/or Services* specified in **Exhibit B – Included Goods and/or Services and Pricing**. *Contractor* timely must submit to the *Enterprise Services’* Contract Administrator a proposed updated product list using Excel with each tab containing products per category/group separately as described below:

- All discontinued products must be struck through and highlighted;
- All product additions must include the MSRP, percentage discount, and contract price;
- All product changes must include an effective date of the change;
- A separate tab labeled “changes” may be created to show all changes;
- At no time during the term of the *Cooperative Purchasing Agreement* shall products be deleted from the products list;
- Product updates must be submitted for review and approval to the *Enterprise Services’* Contract Administrator thirty (30) days prior to the effective date of the change;
- All products shall be posted on the NASPO ValuePoint website for the entire term of the *Cooperative Purchasing Agreement*; and
- Product updates must be submitted, as described above, according to the Products and Pricing Update Schedule table below:

PRODUCTS AND PRICING UPDATE SCHEDULE		
SEMI-ANNUAL	SUBMITTED BY	EFFECTIVE DATE
January 1 – June 30	June 1	July 1
July 1 – December 31	December 1	January 1

4.4. **PRICING CHANGES.** All goods, services and related software are based on a percentage off Manufacturer Suggested Retail Price (MSRP). MSRP may be adjusted semi-annually, *Provided further*, that percentage discount remains the same for the entire contract term. The first MSRP adjustment must be received by April 1, 2025, for an effective date of July 1, 2025, and semi-annually thereafter according to the Product/Pricing Update Schedule table above. *Enterprise Services* will review for accuracy to ensure the percentage discount remains unchanged prior to posting to the NASPO ValuePoint website.

4.5. **PRICE CEILING.** Although *Contractor* may offer lower prices, including volume discounts, to *Purchasing Entities*, during the term of this *Cooperative Purchasing Agreement*, *Contractor* guarantees to provide the *Goods and/or Services* at no greater than the prices set forth in **Exhibit B – Included Goods and/or Services and Pricing** (subject to adjustment as set forth above).

4.6. **COOPERATIVE PURCHASING AGREEMENT INFORMATION.** *Enterprise Services* shall maintain and provide to *Purchasing Entities* information regarding this *Cooperative Purchasing Agreement*, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, *Enterprise Services* identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the

Cooperative Purchasing Agreement provide *Goods and/or Services* that meet specified state procurement priorities as set forth in the Competitive Solicitation.

- 5. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** *Contractor* makes each of the following representations and warranties as of the effective date of this *Cooperative Purchasing Agreement* and at the time any *Purchase Order* is placed pursuant to this *Cooperative Purchasing Agreement*. If, at the time of any such *Purchase Order*, *Contractor* cannot make such representations and warranties, *Contractor* shall not process any *Purchase Orders* and shall, within three (3) business days notify *Enterprise Services*, in writing, of such breach.
- 5.1. **QUALIFIED TO DO BUSINESS.** *Contractor* represents and warrants that *Contractor* is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State. *Contractor* further represents and warrants that, within fifteen (15) days of executing any *Participating Addendum* and prior to making any sales pursuant to such *Participating Addendum*, *Contractor* shall (a) be in good standing; (b) qualified to do business in such state; and (c) properly shall have registered to do business in such state.
- 5.2. **QUALIFIED TO DO BUSINESS.** *Contractor* represents and warrants that *Contractor* is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State. *Contractor* further represents and warrants that, within fifteen (15) days of executing any *Participating Addendum* and prior to making any sales pursuant to such *Participating Addendum*, *Contractor* shall (a) be in good standing; (b) qualified to do business in such state; and (c) properly shall have registered to do business in such state.
- 5.3. **TAXES.** *Contractor* represents and warrants that *Contractor* is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. *Contractor* further represents and warrants that, within fifteen (15) days of executing any *Participating Addendum* and prior to making any sales pursuant to such *Participating Addendum*, *Contractor* shall be current, in full compliance, and have paid all applicable taxes owed to such state.
- 5.4. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** *Contractor* represents and warrants that *Contractor* possesses and shall keep current during the term of this *Cooperative Purchasing Agreement* all required licenses, certifications, permits, authorizations, and approvals necessary for *Contractor's* proper performance of this *Cooperative Purchasing Agreement*.
- 5.5. **SUSPENSION & DEBARMENT.** *Contractor* represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 5.6. **WAGE VIOLATIONS.** *Contractor* represents and warrants as previously certified in *Contractor's Bidder's Certification*, that during the term of this *Cooperative Purchasing Agreement* and the three (3) year period immediately preceding the award of this *Cooperative Purchasing Agreement*, *Contractor* has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 5.7. **CIVIL RIGHTS.** *Contractor* represents and warrants that *Contractor* complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 5.8. **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS.** *Contractor* represents and warrants, as previously certified in *Contractor's Bidder's Certification*, that *Contractor* does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. *Contractor* further represents and warrants that, during the term of this *Cooperative Purchasing Agreement*, *Contractor* shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 5.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. *Contractor* represents and warrants that, within the three (3) year period prior to this *Cooperative Purchasing Agreement*, neither *Contractor* nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 5.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. *Contractor* represents and warrants that *Contractor* complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against *Contractor* providing gifts or anything of economic value, directly or indirectly, to *Purchasing Entities'* employees.
- 5.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). *Contractor* represents and warrants that *Contractor* is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of *Contractor's* information therein is current and accurate and that throughout the term of this *Cooperative Purchasing Agreement*, *Contractor* shall maintain an accurate profile in WEBS. Washington's Electronic Business Solution (WEBS).
- 5.12. COOPERATIVE PURCHASING AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. *Contractor* represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this *Cooperative Purchasing Agreement* with eligible *Purchasing Entities* and to ensure that those entities that utilize this *Cooperative Purchasing Agreement* are eligible *Purchasing Entities*. *Contractor* understands and acknowledges that neither *Enterprise Services* nor *Purchasing Entities* are endorsing *Contractor's Goods and/or Services* or suggesting that such *Goods and/or Services* are the best or only solution to their needs. Accordingly, *Contractor* represents and warrants that it shall make no reference to *Enterprise Services*, any *Purchasing Entity*, or the State of Washington in any promotional material without the prior written consent of *Enterprise Services*.
- 5.13. CONTINGENT FEES. *Contractor* represents and warrants that no person or selling agent has been employed or retained to solicit or secure this *Cooperative Purchasing Agreement* upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 5.14. FINANCIALLY SOLVENT. *Contractor* represents and warrants that *Contractor* has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any *Goods and/or Services* that are the subject of this *Cooperative Purchasing Agreement*.
- 5.15. OPERATIONAL CAPABILITY. *Contractor* represents and warrants, as previously certified in *Contractor's Bidder's Certification*, that *Contractor* has the operational and financial capability to perform this *Cooperative Purchasing Agreement*.
- 5.16. COOPERATIVE PURCHASING AGREEMENT TRANSITION. *Contractor* represents and warrants that, in the event this *Cooperative Purchasing Agreement* is transitioned to another contractor (e.g., *Cooperative Purchasing Agreement* expiration or termination), *Contractor* shall use commercially reasonable efforts to assist *Enterprise Services* and *Purchasing Entities* hereunder for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such *Purchasing Entities*; Provided, however, that, if costs are incurred, *Contractor* shall be compensated for such costs consistent with the terms and conditions pertaining to this *Cooperative Purchasing Agreement* for the sixty (60) day period immediately before such transition.

6. QUALITY; WARRANTY; REMEDIES.

- 6.1. **GOODS WARRANTY.** *Contractor* warrants that, as of the invoice date sent to the Purchasing Entity, for a period of twenty-four (24) months after invoice date of the Goods ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). *Contractor* further warrants that it has good and marketable title to the Goods and shall keep *Purchasing Entity's* property free of liens. If *Purchasing Entity* receives notice of a lien caused by *Contractor*, *Purchasing Entity* may withhold any payment otherwise due *Contractor* until *Contractor* submits proof, in a form satisfactory to *Purchasing Entity*, that all lienable claims have been fully paid or waived.

The following events are excluded by the warranty: (a) misuse, negligence, incorrect installation, maintenance, connection or operation of the product with equipment other than the original equipment authorized by *Contractor* or insufficient maintenance, (b) non-compliance with operating instructions, (c) unauthorized attempts by the Purchasing Entity or a third person to open, repair or alter the Goods, or other reasons beyond the framework of the intended use, or (d) accident, fire and/or other reasons for which *Contractor* is not responsible.

- 6.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at *Purchasing Entity's* election, *Contractor* promptly shall remedy the defect by replacing any defective Goods. *Contractor's* Goods Warranty support shall include, at *Contractor's* sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in *Purchasing Entity's*, replacement is inadequate, or fails of its essential purpose, *Contractor* shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 6.3. **SERVICES WARRANTY.** *Contractor* warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all *Contractor* personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 6.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, *Contractor* promptly shall remedy the non-conformance, or at *Purchasing Entity's* election, *Contractor* shall re-perform or correct the nonconforming Services at no additional cost to *Purchasing Entity* or refund the amounts paid for the Services.
- 6.5. **IT WARRANTY.** *Contractor* warrants at the time of delivery, that all hardware, software, and firmware associated with *Goods and/or Services* ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of *Purchasing Entity*, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
- 6.6. **IT REMEDY.** If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, *Contractor*, at *Purchasing Entity's* election, promptly shall: (a) remedy

the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to *Purchasing Entity's*; or (c) refund the amounts paid for IT Services and IT Goods. The exclusive remedy for breach of the warranty against infringement is set forth in Section 17.3 (Indemnification – Intellectual Property).

- 6.7. FAILURE TO REMEDY. If *Contractor* does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from *Purchasing Entity*, or if an emergency exists rendering it impossible or impractical for *Purchasing Entity* to have *Contractor* provide a remedy, *Purchasing Entity* may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case *Contractor* shall reimburse *Purchasing Entity* for its actual costs or, at *Purchasing Entity's* option, *Purchasing Entity* shall offset the costs incurred from amounts owing to *Contractor*.
 - 6.8. TECHNICAL SUPPORT. During any applicable warranty period, *Contractor* shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. *Contractor* shall maintain a technical support hotline to address breakdowns and safety incidents.
 - 6.9. ADDITIONAL WARRANTY OPTIONS. *Contractor* may offer warranty terms beyond the minimum warranties set forth above. Such additional warranty options, if any, shall be as mutually agreed between *Contractor* and *Purchasing Entity* and consistent with the additional warranty options, if any, set forth in **Exhibit B – Included Goods and/or Services and Pricing** and *Contractor's* Products & Price list on the NASPO ValuePoint website.
- 7. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASING ENTITY'S PREMISES.** *Contractor's* failure to comply with any of the requirements in this Section shall be cause for termination.
- 7.1. REGULATORY REQUIREMENTS/SAFETY. *Goods and/or Services* supplied by *Contractor* shall meet all applicable health and safety-related federal, state, and/or local regulatory requirements applicable to the *Goods and/or Services*.
 - 7.2. MATERIAL SAFETY DATA SHEETS. As applicable, *Contractor* shall provide *Purchasing Entities* with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of *Goods and/or Services* that requires such compliance and/or and for materials used by *Contractor* while, on *Purchasing Entity's* premises, performing this *Cooperative Purchasing Agreement*.
 - 7.3. CLEAN-UP. If *Contractor*, its agents, employees, or subcontractors perform on-site services, *Contractor*, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of services and leave that portion of the premises in which the work was performed in a clean condition. Should *Contractor* fail to clean up a site after completion of work, *Purchasing Entity* shall have the right to remove the materials and set off the cost of clean up against amounts owed to *Contractor*.
 - 7.4. ACCIDENT AND INJURY REPORTING. If *Contractor*, its agents, employees, or subcontractors are present at *Purchasing Entity's* premises, *Contractor* promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving *Contractor*, its agents, employees, or subcontractors occurring at such premises. *Contractor* agrees to cooperate and assist *Purchasing Entity* in any investigation of incidents.
 - 7.5. ON-SITE REQUIREMENTS. While on *Purchasing Entity's* premises, *Contractor*, its agents, employees, or subcontractors shall comply, in all respects, with *Purchasing Entity's* physical, fire, access, safety, health, and security requirements and not interfere with *Purchasing Entity's* operations.
 - 7.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. *Contractor* shall not use or disclose any information concerning *Enterprise Services*, the State of Washington or *Purchasing Entity's* which may be classified as confidential, for any purpose not directly connected with the administration of this *Cooperative Purchasing Agreement*, except with prior written consent of *Enterprise Services* (or the applicable *Purchasing Entity*), or as may be required by law.
 - 7.7. CONFIDENTIAL INFORMATION; DATA SECURITY; NETWORK ACCESS

- (a) CONFIDENTIAL INFORMATION. For purposes of this Cooperative Purchasing Agreement, "Confidential Information" includes, but is not limited to, information that is deemed confidential under federal or state law, personal information as defined in RCW 42.56.590, as well as any information identified, in writing, by Purchasing Entity as confidential or protected.
 - (b) PROTECTION OF CONFIDENTIAL INFORMATION. Notwithstanding any provision to the contrary, Contractor's use of Confidential Information will be in compliance with all applicable state and federal law. At a minimum, Contractor shall maintain records documenting: (i) the Confidential Information received pertaining to this Cooperative Purchasing Agreement; (ii) the purpose(s) for which the Confidential Information was received; (iii) who received and maintained the Confidential Information; and (iv) final disposition of the Confidential Information. Purchasing Entity reserves the right to monitor, audit, and/or investigate Contractor's use of Confidential Information used, collected, or acquired by Supplier pursuant to this Cooperative Purchasing Agreement.
 - (c) CONTRACTOR OBLIGATION – CONFIDENTIAL INFORMATION. If Confidential Information is collected, stored, or transmitted, Contractor shall: (i) hold Confidential Information in strictest confidence and not make use of Confidential Information for any purpose other than the performance of this Cooperative Purchasing Agreement; (ii) release Confidential Information only to authorized employees or agents requiring such information for the purpose of performing this Cooperative Purchasing Agreement and who have executed an appropriate nondisclosure agreement or data sharing agreement as approved by Purchasing Entity; (iii) implement and maintain physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information including, but not limited to, storing Confidential Information on secure servers with access to the data strictly controlled and limited to staff with appropriate training and clearance; and (iv) ensure that all Confidential Information is encrypted in transmission from and to Contractor, at rest in the data base or other data facility maintained or used by Contractor, and when transmitted to authorized recipients.
 - (d) CONTRACTOR OBLIGATION – DATA SECURITY. If the Cooperative Purchasing Agreement involves Purchasing Entity's Data and/or access to Purchasing Entity's IT network, Contractor, at its expense, will comply with the data security requirements set forth in *Attachment C – Data Security Requirements*.
 - (e) CONTRACTOR OBLIGATION – EXPIRATION OR TERMINATION. Upon expiration or termination of this Purchase Order, Contractor, at Purchasing Entity's direction, timely will: (i) Certify to Purchasing Entity that all Confidential Information has been destroyed; or (ii) return all Confidential Information to Purchasing Entity; or (iii) take whatever other actions Purchasing Entity requires of Contractor to protect such Confidential Information.
- 7.8. NETWORK ACCESS. During its performance of this Cooperative Purchasing Agreement, Contractor may be granted access to Purchasing Entity's computer and telecommunication networks ("Networks"). As a condition of Network use, Contractor shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by Purchasing Entity to access and use the Networks; (c) only access Network locations made available to Contractor by Purchasing Entity; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by Contractor (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Cooperative Purchasing Agreement, relinquish all IP addresses or address blocks assigned to them on the Networks. Additionally, Contractor shall comply with Purchasing Entity's IT policies.
- 7.9. TREATMENT OF ASSETS. Title to all property furnished by any *Participating Entity* and/or *Purchasing Entity* shall remain with such *Participating State* and/or *Purchasing Entity*, as applicable. Any property of any *Participating Entity* and/or *Purchasing Entity* furnished to Contractor shall, unless otherwise provided herein or approved by such *Participating Entity* and/or *Purchasing Entity*, be used only for the performance of this *Cooperative Purchasing Agreement*. Contractor shall be responsible for damages as a result of any loss or damage to property of any *Participating Entity* and/or *Purchasing Entity* to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer, and

protect that property in a reasonable manner and to the extent practicable in all instances. If any such *Participating Entity* and/or *Purchasing Entity* property is lost, destroyed, or damaged, *Contractor* immediately shall notify such *Participating Entity* and/or *Purchasing Entity* and shall take all reasonable steps to protect the property from further damage. *Contractor* shall surrender to such *Participating Entity* and/or *Purchasing Entity* all property of such *Participating Entity* and/or *Purchasing Entity* prior to settlement upon completion or termination of the applicable *Purchase Order*. Title to all property furnished by *Contractor*, the cost for which the *Contractor* is entitled to be reimbursed as a direct item of cost under this *Cooperative Purchasing Agreement*, shall pass to and vest in the *Purchasing Entity* upon delivery of such property by *Contractor* and acceptance by the *Purchasing Entity*. Title to other property, the cost of which is reimbursable to *Contractor* under this *Cooperative Purchasing Agreement*, shall pass to and vest in the *Purchasing Entity* upon: (a) issuance for use of such property in the performance of this *Cooperative Purchasing Agreement*; (b) commencement of use of such property in the performance of this *Cooperative Purchasing Agreement*; or (c) reimbursement of the cost thereof by the *Purchasing Entity* in whole or in part, whichever first occurs. Title to software shall not pass to *Purchasing Entity* but shall be licensed.

8. SUBCONTRACTORS & CONTRACTOR RESPONSIBILITIES.

- 8.1. **CONTRACTOR RESPONSIBILITY.** Notwithstanding any provision to the contrary, in the event *Contractor* elects to utilize subcontractors to perform this *Cooperative Purchasing Agreement*, *Contractor* shall: (a) incorporate *Contractor's* responsibilities under this *Cooperative Purchasing Agreement* into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every *Contractor* obligation set forth in this *Cooperative Purchasing Agreement*; (c) be the sole point of contact for *Enterprise Services* and any *Purchasing Entities* regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold *Enterprise Services* and *Purchasing Entities* harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this *Cooperative Purchasing Agreement*, *Contractor* shall provide written notice to *Enterprise Services'* contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for *Enterprise Services'* contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 8.2. **REPORTING.** If *Contractor* is required to report to *Purchasing Entities* and/or *Enterprise Services*, such report(s) shall include subcontractor data, by subcontractor, for any data that *Contractor* is required to report as well as a consolidated 'rollup' report combining *Contractor* and subcontractor data.
- 8.3. **SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS.** Any *Contractor* representations or certifications set forth in this *Cooperative Purchasing Agreement* shall apply to subcontractors (at any tier) and *Contractor* shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless *Purchasing Entities* shall pay such subcontractor directly.
- 8.4. **CONTRACTOR RESPONSIBILITIES.** *Contractor* shall be responsible for successful performance of the *Cooperative Purchasing Agreement* and for the successful performance of any and all of *Contractor's* partners. *Contractor* shall be the sole point of contact as applicable by *Cooperative Purchasing Agreement* with regard to contractual matters, payment of any and all charges resulting from the purchase of *Goods and/or Services* (including applicable warranties) for the term of the *Cooperative Purchasing Agreement*, unless otherwise specified by a *Participating Entity*, in a *Participating Addendum*, or the *Cooperative Purchasing Agreement*. *Contractor* shall be able to receive, process, and invoice *Purchase Orders* unless the *Participating Entity* has agreed to assign these functions to a partner. *Contractor* shall be responsible for compliance with requirements under the *Cooperative Purchasing Agreement*, even if requirements are delegated to partners. *Contractor* and its partners shall not in any way represent themselves in the name of the *Lead State*, *NASPO ValuePoint* or *Participating Entities*.

9. USING THE COOPERATIVE PURCHASING AGREEMENT – PURCHASES.

9.1. ORDERING REQUIREMENTS. *Purchasing Entities* shall order *Goods and/or Services* from this *Cooperative Purchasing Agreement*, consistent with the terms hereof and by using any ordering mechanism agreeable both to *Contractor* and *Purchasing Entity* but, at a minimum, including the use of a *Purchase Order*. The terms of this *Cooperative Purchasing Agreement* shall apply to any *Purchase Order*, and, in the event of any conflict, the terms of this *Cooperative Purchasing Agreement* shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this *Cooperative Purchasing Agreement*.

- (a) All *Purchase Orders* must, at a minimum, reference
 - This *Cooperative Purchasing Agreement* number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the *Participating Entity* representative;
- (b) All communications concerning a *Purchasing Entity's Purchase Order(s)* shall be furnished solely to *Purchasing Entity's* authorized purchasing agent or to such other individual identified in writing in the *Purchase Order*.
- (c) *Purchase Orders* shall be placed pursuant to this *Cooperative Purchasing Agreement* prior to expiration or termination of this *Cooperative Purchasing Agreement*; but such *Purchase Orders* may have a delivery date or performance period up to 120 days after expiration of this *Cooperative Purchasing Agreement* and, in such event, *Contractor* shall perform in accordance with the terms of such *Purchase Orders*.
- (d) *Contractor* shall not honor any *Purchase Orders* that are: (1) placed after the expiration or termination of this *Cooperative Purchasing Agreement*; or (2) inconsistent with this *Cooperative Purchasing Agreement*. *Purchase Orders* from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this *Cooperative Purchasing Agreement* may not be placed after the expiration or termination of this *Cooperative Purchasing Agreement*, notwithstanding the term of any such indefinite delivery order agreement.

9.2. DELIVERY REQUIREMENTS. *Contractor* must ensure that delivery of *goods and/or services* will be made as required by this *Cooperative Purchasing Agreement*, the *Purchase Order* used by *Purchasing Entities*, or as otherwise mutually agreed in writing between the *Purchasing Entity* and *Contractor*. The following apply to all deliveries:

- (a) *Contractor* shall make all deliveries to the applicable delivery location specified in the *Purchase Order*. Such deliveries shall occur during *Purchasing Entity's* normal work hours and within the time period mutually agreed in writing between *Purchasing Entity* and *Contractor* at the time of *Purchase Order* placement. Deliveries to be off-loaded at *Purchasing Entity's* receiving dock or designated job site by *Contractor*.

With the exception of Group B Speed Advisory Systems (if included within the *Goods and/or Services*), *Contractor* shall ship all goods purchased pursuant to this *Cooperative Purchasing Agreement* freight charges prepaid by *Contractor*, FOB *Purchasing Entity's* specified destination, with all transportation and handling charges included. Freight charges for Group B Speed Advisory Systems (if included within the *Goods and/or Services*) must be mutually agreed in writing and set forth in the *Purchase Order*. *Contractor* shall bear all risk of loss, damage, or destruction of any *Goods and/or Services* ordered hereunder that occurs prior to delivery, except loss or damage attributable to *Purchasing Entity's* fault or negligence.

- (b) *Contractor* must deliver *Goods and/or Services* according to the ARO (After Receipt of Order) delivery days as indicated in *Contractor's* Products and Price list. Delivery days ARO must not exceed one-hundred eighty (180) days.

- (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the *Purchasing Entity's Purchase Order* number.
 - (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this *Cooperative Purchasing Agreement* shall be identified by the *Cooperative Purchasing Agreement* number set forth on the cover of this *Cooperative Purchasing Agreement* and the applicable *Purchase Order* number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
 - (e) *Purchasing Entities* may return unopened or unused *Goods and/or Services* within thirty (30) days of receipt for full credit, minus any freight or reasonable restocking fee. *Contractor*, however, is responsible for shipping costs pertaining to *Purchasing Entity's* return of any defective *Goods and/or Services*.
- 9.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. *Goods and/or Services* purchased under this *Cooperative Purchasing Agreement* are subject to *Purchasing Entity's* reasonable inspection, testing, and approval at *Purchasing Entity's* destination. Such inspection and approval shall be determined within thirty (30) days of delivery. *Purchasing Entity* reserves the right to reject and refuse acceptance of *Goods and/or Services* that are not in accordance with this *Cooperative Purchasing Agreement* and *Purchasing Entity's Purchase Order*. *Purchasing Entity* may charge *Contractor* for the cost of inspecting rejected non-conforming *Goods and/or Services*. If there are any apparent defects in the *Goods and/or Services* at the time of delivery, *Purchasing Entity* shall notify *Contractor* within five (5) business days. At *Purchasing Entity's* option, and without limiting any other rights, *Purchasing Entity* may require *Contractor*, consistent with the warranty terms, to replace any non-conforming *Goods and/or Services*, at *Contractor's* expense or, at *Purchasing Entity's* option, *Purchasing Entity* may note any damage to the *Goods and/or Services* on the receiving report, decline acceptance, and deduct the cost of rejected *Goods and/or Services* from payment. Payment for any *Goods and/or Services* under such *Purchase Order* shall not be deemed acceptance of the *Goods and/or Services*.
- (a) All *Goods and/or Services* are subject to inspection at reasonable times and places before acceptance. *Contractor* shall provide right of access to the *Lead State*, or to any other authorized agent or official of the *Lead State* or *Participating Entity* or *Purchasing Entity*, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this *Cooperative Purchasing Agreement*. Any *Goods and/or Services* that do not meet specifications or requirements herein, may be rejected. Failure to reject upon receipt, however, does not relieve *Contractor* of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the *Goods and/or Services* are put to use. Acceptance of such *Goods and/or Services* may be revoked in accordance with the provisions of the applicable commercial code, and *Contractor* shall be liable for any resulting expense incurred by *Purchasing Entity* related to the preparation and shipping of any *Goods and/or Services* rejected and returned.
 - (b) If any *Goods and/or Services* do not conform to the specifications or requirements herein, *Purchasing Entity* may require *Contractor* to replace such non-conforming *Goods and/or Services*.
- 9.4. INSTALLATION. *Good and/or Services* requiring installation shall be performed by *Contractor* in a professional manner in accordance with industry standard best practices. *Purchasing Entity* reserves the right to require *Contractor* to repair any damage caused during installation or provide full compensation for such damage as determined by *Purchasing Entity*.
- 9.5. SOFTWARE LICENSE AGREEMENT. If any *Goods and/or Services* purchased pursuant to this *Cooperative Purchasing Agreement* require software or firmware to operate, *Contractor's* software license shall apply to such

transaction. *Contractor's* software license agreement shall not conflict with the terms and conditions of this *Cooperative Purchasing Agreement* or specific security requirements of *Participating Entity*.

- 9.6. SUBSCRIPTION SERVICES AGREEMENT. If any *Goods and/or Services* purchased pursuant to this *Cooperative Purchasing Agreement* require subscription services to operate, *Contractor's* Subscription Services Agreement shall apply to such transaction. *Contractor's* Subscription Services Agreement shall not conflict with the terms and conditions of this *Cooperative Purchasing Agreement* or the specific security requirements of *Participating Entity*.
- 9.7. PRODUCT SUBSTITUTIONS. All product substitutions for *Goods and/or Services* must be mutually agreed between Contractor and Purchasing Entity prior to order delivery and must be for products included as *Goods and/or Services* pursuant to this *Cooperative Purchasing Agreement*.
- 9.8. CUSTOMER SERVICE. *Contractor* shall be available by telephone or email during regular business hours of operation between 8:00 a.m. to 5:00 p.m. in each time zone of the United States for which *Contractor* has executed a *Participating Addendum* with a *Participating Entity*. *Contractor* shall provide customer service representatives familiar with all products that Contractor sells that are included as *Goods and/or Services* pursuant to this *Cooperative Purchasing Agreement*. *Contractor* shall provide contact(s) available 24/7 in the event of an emergency.

10. INVOICING & PAYMENT.

- 10.1. CONTRACTOR INVOICE. *Contractor* shall submit to *Purchasing Entity's* designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- *Cooperative Purchasing Agreement* No. 24823
 - *Contractor* name, address, telephone number, and email address for billing issues (i.e., *Contractor* Customer Service Representative)
 - *Contractor's* Federal Tax Identification Number
 - Date(s) of delivery
 - Applicable *Goods and/or Services*;
 - Invoice amount; and
 - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate *Cooperative Purchasing Agreement* prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 10.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the *Purchasing Entity*. Payment is due within thirty (30) days of invoice. If *Purchasing Entity* fails to make timely payment(s), *Contractor* may invoice *Purchasing Entity* in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 10.3. OVERPAYMENTS. *Contractor* promptly shall refund to *Purchasing Entity* the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to *Contractor*; Provided, however, that *Purchasing Entity* shall have the right to elect to have either direct payments or written credit memos issued. If *Contractor* fails to make timely payment(s) or issuance of such credit memos, *Purchasing Entity* may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the *Contractor*.
- 10.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, *Contractor* shall not request or receive advance payment for any *Goods and/or Services* supplied by *Contractor* pursuant to this *Cooperative Purchasing Agreement*; Provided, however, that the Parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 10.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, *Contractor* shall not include or impose any additional charges including, but not limited to, handling, or payment processing.

- 10.6. **TAXES/FEES.** *Contractor* promptly shall pay all applicable taxes on its operations and activities pertaining to this *Cooperative Purchasing Agreement*. Failure to do so shall constitute breach of this *Cooperative Purchasing Agreement*. Unless otherwise agreed, *Purchasing Entity* shall pay applicable governmental sales tax on purchased *Goods and/or Services*. In regard to federal excise taxes, *Contractor* shall include federal excise taxes only if, after thirty (30) calendar days written notice to *Purchasing Entity*, *Purchasing Entity* has not provided *Contractor* with a valid exemption certificate from such federal excise taxes.

11. CONTRACT MANAGEMENT.

- 11.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the *Parties* designate the following contract administrators as the respective single points of contact for purposes of this *Cooperative Purchasing Agreement*. *Enterprise Services'* contract administrator shall provide *Cooperative Purchasing Agreement* oversight. *Contractor's* contract administrator shall be *Contractor's* principal contact for business activities under this *Cooperative Purchasing Agreement*. The *Parties* may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the *Parties* may specify in writing:

Enterprise Services

Washington Dept. of Enterprise Services
Attn: Contract Administrator 24823
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email: DESContractsTeamFir@des.wa.gov

Leica Geosystems, Inc.

Attn: Kevin Kinney
Tel: 605 877 0643
Email:
kevin.kinney@leica-geosystems.com

Notices shall be deemed effective upon date received, if mailed, or, if emailed, upon date of transmission to the designated email address.

- 11.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** *Contractor* shall designate a customer service representative (and notify *Enterprise Services* of the same) who shall be responsible for addressing *Purchasing Entity* issues pertaining to this *Cooperative Purchasing Agreement*. *Contractor* shall notify *Enterprise Services*, as soon as practicable, regarding any changes to the designated *Contractor* customer service representative.
- 11.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the *Parties* may specify in writing:

Enterprise Services

Washington Dept. of Enterprise Services
Attn: Legal Services Manager
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Leica Geosystems, Inc.

Attn: Legal Counsel
Address: 555 North Point Center E,
Suite 700
Alpharetta, GA 30022
Email: ryan.rezzelle@leicaus.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

12. **NASPO VALUEPOINT PROVISIONS.** *NASPO ValuePoint* is not a party to this *Cooperative Purchasing Agreement*. The terms set forth in this section are for the benefit of *NASPO ValuePoint* as a third-party beneficiary of this *Cooperative Purchasing Agreement*.

12.1. **ADMINISTRATIVE FEES**

- (a) **NASPO VALUEPOINT FEE.** *Contractor* shall pay to *NASPO ValuePoint*, or its assignee, a *NASPO ValuePoint* Administrative Fee of one-quarter of one percent (0.25% or 0.0025)

no later than sixty (60) days following the end of each calendar quarter. The *NASPO ValuePoint* Administrative Fee must be submitted quarterly and is based on all sales of *Goods and/or Services* under this *Cooperative Purchasing Agreement* (less any charges for taxes or shipping). The *NASPO ValuePoint* Administrative Fee is not negotiable. This fee is included as part of Contractor's pricing submitted with its bid in response to the *Lead State's Competitive Solicitation*.

- (b) STATE IMPOSED FEES. Some states may require an additional fee (e.g., administrative fee or contract management fee) be paid by *Contractor* directly to such state on purchases of *Goods and/or Services* pursuant to this *Cooperative Purchasing Agreement* made by *Purchasing Entities* within such state. For all such requests, the fee rate or amount, payment method, and schedule for such fee payments and reports shall be incorporated into the applicable *Participating Addendum* by the *Participating Entity*. Unless agreed to in writing by the *Participating Entity*, *Contractor* may not adjust the *Cooperative Purchasing Agreement* pricing to include such state fee for purchases of *Goods and/or Services* pursuant to this *Cooperative Purchasing Agreement* made by *Purchasing Entities* within the jurisdiction of such state. No such agreement shall affect the *NASPO ValuePoint* Administrative Fee percentage or the prices paid by *Purchasing Entities* outside the jurisdiction of such state requesting the additional fee.

12.2. NASPO VALUEPOINT REPORTING REQUIREMENTS

- (a) SALES DATA REPORTING. In accordance with this section, *Contractor* shall report to *NASPO ValuePoint* all *Purchase Orders* under this *Cooperative Purchasing Agreement* for which *Contractor* has invoiced a *Purchasing Entity* ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this *Cooperative Purchasing Agreement*. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by *NASPO ValuePoint* with reasonable notice to *Contractor* and without amendment to this *Cooperative Purchasing Agreement*. *NASPO ValuePoint* shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- (b) SUMMARY SALES DATA. "Summary Sales Data" is Sales Data reported as cumulative totals by state. *Contractor* shall, using the reporting tool or template provided by *NASPO ValuePoint*, report Summary Sales Data to *NASPO ValuePoint* for each calendar quarter no later than thirty (30) days following the end of the quarter. If *Contractor* has no reportable Sales Data for the quarter, *Contractor* shall submit a zero-sales report.
- (c) DETAILED SALES DATA. "Detailed Sales Data" is Sales Data that includes for each *Purchase Order* all information required by this *Cooperative Purchasing Agreement* or by *NASPO ValuePoint*, including *Purchasing Entity* information, *Purchase Order* information, and line-item details. *Contractor* shall, using the reporting tool or template provided by *NASPO ValuePoint*, report Detailed Sales Data to *NASPO ValuePoint* for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in this *Cooperative Purchasing Agreement* or provided by *NASPO ValuePoint*. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- (d) SALES DATA CROSSWALKS. Upon request by *NASPO ValuePoint*, *Contractor* shall provide to *NASPO ValuePoint* tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential *Purchasing Entities* and identify for each the appropriate customer type as defined by *NASPO ValuePoint*. Product Crosswalks must include *Contractor's* part number or SKU for each Product in *Contractor's* catalog and identify for each the appropriate *Cooperative*

Purchasing Agreement category (and subcategory/group, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by *NASPO ValuePoint* with reasonable notice to *Contractor* and without amendment to this *Cooperative Purchasing Agreement*. *Contractor* shall work in good faith with *NASPO ValuePoint* to keep Crosswalks updated as *Contractor's* customer lists and product catalog change.

- (e) **NASPO VALUEPOINT EXECUTIVE SUMMARY.** *Contractor* shall, upon request by *NASPO ValuePoint*, provide *NASPO ValuePoint* with an executive summary that includes but is not limited to a list of states with an active *Participating Addendum*, states with which *Contractor* is in negotiations, and any *Participating Addendum* roll-out or implementation activities and issues. *NASPO ValuePoint* and *Contractor* will determine the format and content of the executive summary.
- (f) **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of this *Cooperative Purchasing Agreement*. *Enterprise Services* and *NASPO ValuePoint* shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

13. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 13.1. **STAFF EDUCATION.** *Contractor* shall work cooperatively with *NASPO ValuePoint* personnel. *Contractor* shall present plans to *NASPO ValuePoint* for the education of *Contractor's* contract administrator(s) and sales/marketing workforce regarding this *Cooperative Purchasing Agreement*, including the competitive nature of *NASPO ValuePoint* procurements, the cooperative purchasing agreement and participating addendum process, and the manner in which eligible entities can participate in this *Cooperative Purchasing Agreement*.
- 13.2. **ONBOARDING PLAN.** Upon request by *NASPO ValuePoint*, *Contractor* shall, as *Participating Addendums* are executed, provide plans to launch the program for the *Participating Entity*. Plans will include time frames to launch the agreement and confirmation that the *Contractor's* website has been updated to properly reflect the scope and terms of this *Cooperative Purchasing Agreement* as available to the *Participating Entity* and eligible *Purchasing Entities*.
- 13.3. **ANNUAL SUPPLIER BUSINESS REVIEW.** *Contractor* shall participate in an annual contract performance review with the *Lead State* and *NASPO ValuePoint*, which may at the discretion of the *Lead State* be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, *Contractor* reporting, and timeliness of payment of administration fees.
- 13.4. **LOGOS.** The *NASPO ValuePoint* logos may not be used by *Contractor* in sales and marketing until a separate logo use agreement is executed with *NASPO ValuePoint*.
- 13.5. **MOST FAVORED CUSTOMER.** *Contractor* shall, within thirty (30) days of their effective date, notify the *Lead State* and *NASPO ValuePoint* of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this *Cooperative Purchasing Agreement* or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or *Purchase Orders* from this *Cooperative Purchasing Agreement*. Upon request of the *Lead State* or *NASPO ValuePoint*, *Contractor* shall provide a copy of any such provisions.
- 13.6. **CANCELLATION.** In consultation with *NASPO ValuePoint*, the *Lead State* may, in its discretion, cancel the *Cooperative Purchasing Agreement* or not exercise an option to renew, when utilization of *Contractor's* *Cooperative Purchasing Agreement* does not warrant further administration of the *Cooperative Purchasing Agreement*. The *Lead State* may also exercise its right to not renew the *Cooperative Purchasing Agreement* if the *Contractor* fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the *Contractor*. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the *Cooperative Purchasing Agreement*. This subsection does not limit the

discretionary right of either the Lead State or Contractor to cancel the Cooperative Purchasing Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Cooperative Purchasing Agreement under applicable laws.

- 13.7. **ADDITIONAL AGREEMENT WITH NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Cooperative Purchasing Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Cooperative Purchasing Agreement.

14. RECORDS RETENTION & AUDITS.

- 14.1. **RECORDS RETENTION.** Contractor shall maintain books, records, documents, and other evidence pertaining to this *Cooperative Purchasing Agreement* and *Purchase Orders* placed by *Purchasing Entities* under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this *Cooperative Purchasing Agreement* or final payment for any *Purchase Order* placed by a *Purchasing Entity* against this *Cooperative Purchasing Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 14.2. **AUDIT.** Upon reasonable advance written notice, *Enterprise Services* reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor has properly invoiced *Purchasing Entities* and that Contractor has paid all applicable fees pertaining to this *Cooperative Purchasing Agreement*. Accordingly, Contractor shall permit *Enterprise Services*, any *Purchasing Entity*, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this *Cooperative Purchasing Agreement* or *Purchase Orders* placed by a *Purchasing Entity* under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this *Cooperative Purchasing Agreement* or final payment for any *Purchase Order* placed by a *Purchasing Entity* against this *Cooperative Purchasing Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 14.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any *Purchasing Entity*, Contractor shall reimburse *Purchasing Entities* for any overpayments inconsistent with the terms of this *Cooperative Agreement* or *Purchase Orders*, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records.

15. INSURANCE.

- 15.1. **REQUIRED INSURANCE.** During the term of this *Cooperative Purchasing Agreement*, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for *Goods and/or Services* and no additional payment shall be made.
- 15.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., Title 51 RCW, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, *Enterprise Services* may terminate this *Cooperative Purchasing Agreement*. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs services on behalf of a *Purchasing Entity* in the State of Washington, and only to the extent of claims against Contractor by *Purchasing Entity* under the Indemnity obligations in this *Cooperative Purchasing Agreement*, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third-party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties

expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

- 15.3. INSURANCE CERTIFICATE. Prior to commencement of performance, *Contractor* shall provide to *Enterprise Services* a written endorsement to the *Contractor's* general liability insurance policy or other documentary evidence acceptable to *Enterprise Services* that: (a) names the State of Washington and *Enterprise Services* as additional insureds; (b) provides for written notice of cancellation delivered in accordance with the policy provisions; and (c) provides that the *Contractor's* liability insurance policy shall be primary, with any liability insurance of any *Participating Entity* as secondary and noncontributory. Unless otherwise agreed in any *Participating Addendum*, other state *Participating Entities'* rights and *Contractor's* obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

16. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 16.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this *Cooperative Purchasing Agreement* and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 16.2. PARTICIPATING ADDENDUMS. *Participating Addendums* and related records shall be subject to public disclosure as required by applicable law pertaining to such *Participating Entity* or *Purchasing Entity*.
- 16.3. CONTRACTOR OBLIGATION. *Contractor* shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to *Enterprise Services* that *Contractor* believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in *Contractor's* judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of *Contractor's* records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that *Contractor* protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, *Contractor* shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 16.4. ENTERPRISE SERVICES' OBLIGATION. In the event that *Enterprise Services* receives a public records disclosure request pertaining to records that *Contractor* has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, *Enterprise Services*, prior to disclosure, shall do the following: *Enterprise Services'* Public Records Officer shall review any records marked by *Contractor* as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, *Enterprise Services* shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where *Enterprise Services* determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, *Enterprise Services* shall notify *Contractor*, at the address provided in the Contract, of the public records disclosure request and identify the date that *Enterprise Services* intends to release that the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless *Contractor*, at *Contractor's* sole expense, timely obtains a court order enjoining *Enterprise Services* from such disclosure. In the event *Contractor* fails to timely file a motion for a court order enjoining such disclosure, *Enterprise Services* shall release the requested record(s) on the date specified. *Contractor's* failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by *Contractor* of any claim that such records are exempt or protected from public disclosure.

17. CLAIMS.

- 17.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. *Contractor* assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this *Cooperative Purchasing Agreement*. *Enterprise Services* has made no representations regarding any factor affecting *Contractor's* risks. *Contractor* shall pay for all damage to any *Purchasing Entity's* property resulting directly or indirectly from *Contractor's* acts or omissions under this *Cooperative Purchasing Agreement*, to the extent attributable to negligence by *Contractor* or its agents.
- 17.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, *Contractor* shall defend, indemnify, and hold *Enterprise Services*, any *Purchasing Entity*, and *NASPO ValuePoint* and their respective employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of *Contractor's* or its successors', agents', and/or subcontractors' negligence, other tortious fault, or intentional misconduct under this *Cooperative Purchasing Agreement*. *Contractor* shall take all steps needed to keep *Purchasing Entity's* property free of liens arising from *Contractor's* activities, and promptly obtain or bond the release of any such liens that may be filed. The *Parties* agree that this section is not subject to any limitations of liability in this *Cooperative Purchasing Agreement* or in any other document executed in conjunction with this *Cooperative Purchasing Agreement*.
- 17.3. INDEMNIFICATION – INTELLECTUAL PROPERTY. To the fullest extent permitted by law, *Contractor* shall defend, indemnify, and hold *Enterprise Services*, any *Purchasing Entity*, and *NASPO ValuePoint* and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the *Goods and/or Services* provided, or the use of the *Goods and/or Services* under this *Cooperative Purchasing Agreement*. If *Purchasing Entity's* use of *Goods and/or Services* provided by *Contractor* is enjoined based on an intellectual property infringement Claim, *Contractor* shall, at its own expense, either procure for *Purchasing Entity* the right to continue using the *Goods and/or Services* or, after consulting with *Purchasing Entity* and obtaining *Purchasing Entity's* consent, replace or modify the *Goods and/or Services* with substantially similar and functionally equivalent non-infringing *Goods and/or Services*.
- 17.4. CLAIM PROTOCOL. *Purchasing Entity* shall give *Contractor*: (i) prompt written notice of a claim pursuant to Section 17.2 or 17.3; and (ii) assistance and information reasonably requested by *Contractor*. Notwithstanding the foregoing, *Contractor* shall not be liable for any infringement arising from: (i) the integration or combination of the *Goods* together with other software, materials or products not integrated or combined by *Contractor*, if the infringement would have been avoided in the absence of such integration or combination; (ii) modifications to the *Goods* that were not authorized by *Contractor*; or (iii) *Purchasing Entity's* use of the *Goods* in a manner that does not comply with this the *Contractor's* software license agreement (pursuant to Section 9.5) and documentation.

18. DISPUTE RESOLUTION. The *Parties* shall cooperate to resolve any dispute pertaining to this *Cooperative Purchasing Agreement* efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the *Parties* cannot then agree on a resolution of the dispute, the *Parties* shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the *Parties* cannot agree, either party may resort to court to resolve the dispute.

19. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

19.1. TERMINATION. This *Cooperative Purchasing Agreement* may be terminated:

- (a) Upon the mutual written agreement of the *Parties*;
- (b) By the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this *Cooperative Purchasing Agreement*; and
- (c) As otherwise expressly provided for in this *Cooperative Purchasing Agreement*.

This *Cooperative Purchasing Agreement* shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this *Cooperative Purchasing Agreement* as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

19.2. TERMINATION FOR WITHDRAWAL OF AUTHORITY. *Enterprise Services* may suspend or terminate this *Cooperative Purchasing Agreement* if, during the term hereof, *Enterprise Services*' procurement authority is withdrawn, reduced, or limited such that *Enterprise Services*, in its judgment, would lack authority to enter into this *Cooperative Purchasing Agreement*; Provided, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and Provided further, that such suspension or termination for withdrawal of authority shall not relieve any *Participating Entity* or *Purchasing Entity* from payment for *Goods and/or Services* already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither *Enterprise Services* nor any *Participating Entity* or *Purchasing Entity* shall have any obligation or liability to *Contractor*. *Contractor* shall be entitled to seek compensation to the extent *Contractor* provides documentary evidence that *Contractor* has incurred additional costs as a result of the suspension.

19.3. TERMINATION FOR PUBLIC CONVENIENCE. *Enterprise Services*, for public convenience, may terminate this *Cooperative Purchasing Agreement*; Provided, however, that such termination for public convenience must, in *Enterprise Services*' judgment, be in the best interest of the State of Washington; and Provided further, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and Provided further, that such termination for public convenience shall not relieve any *Participating Entity* or *Purchasing Entity* from payment for *Goods and/or Services* already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither *Enterprise Services* nor any *Participating Entity* or *Purchasing Entity* shall have any obligation or liability to *Contractor*.

19.4. PURCHASING ENTITY OBLIGATIONS – EXPIRATION. Upon expiration of this *Cooperative Purchasing Agreement*, *Purchasing Entity* shall accept and take delivery of all outstanding and not yet fulfilled *Purchase Orders* and pay *Contractor* the price as set out in this *Cooperative Purchasing Agreement*. Notwithstanding any provision to the contrary, in no event shall a *Purchasing Entity's Purchase Order* pursuant to this *Cooperative Purchasing Agreement* that is executed prior to expiration of this *Cooperative Purchasing Agreement* allow for *Contractor* to provide *Goods and/or Services* more than twelve (12) months beyond the expiration date of the *Cooperative Purchasing Agreement*.

19.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this *Cooperative Purchasing Agreement*, *Contractor* shall: (a) continue to fulfill its warranty obligations with respect to any *Goods and/or Services* sold hereunder and all provisions of the *Cooperative Purchasing Agreement* that, by their nature, would continue beyond the expiration, termination, or cancellation of the *Cooperative Purchasing Agreement* shall so continue and survive; and (b) promptly return to *Purchasing Entity* all keys, badges, and other materials supplied by *Purchasing Entity* for the performance of any *Purchase Order* entered into pursuant to this *Cooperative Purchasing Agreement*.

19.6. DEFAULT. Any of the following events shall constitute cause for *Enterprise Services* to declare *Contractor* in default of this *Cooperative Purchasing Agreement*:

- (a) *Contractor* fails to perform or comply with any of the terms or conditions of this *Cooperative Purchasing Agreement*;
- (b) *Contractor* fails to timely report sales required by this *Cooperative Purchasing Agreement* when due;
- (c) *Contractor* fails to timely pay fees required by this *Cooperative Purchasing Agreement* when due;
- (d) *Contractor* fails to maintain the insurance coverages specified herein or timely provide to *Enterprise Services* the Certificate of Insurance and updates thereto specified herein;
- (e) *Contractor* breaches any representation or warranty provided herein; or
- (f) *Contractor* enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

19.7. SUSPENSION & TERMINATION FOR DEFAULT. *Enterprise Services* may suspend *Contractor's* operations under this *Cooperative Purchasing Agreement* immediately by written cure notice of any default. *Contractor* may be required to submit a written cure plan within five (5) business days of such suspension notification. Suspension shall continue until the default is remedied to *Enterprise Services'* reasonable satisfaction; Provided, however, that, if after thirty (30) days from such a suspension notice if *Contractor* has not completed all of the actions set forth in the written cure plan within the timeframe identified in the written cure plan, *Enterprise Services* may terminate *Contractor's* rights under this *Cooperative Purchasing Agreement*. All of *Contractor's* obligations to *Enterprise Services* and *Purchasing Entities* survive termination of *Contractor's* rights under this *Cooperative Agreement*, until such obligations have been fulfilled.

19.8. REMEDIES FOR DEFAULT.

- (a) *Enterprise Services'* rights to suspend and terminate *Contractor's* rights under this *Cooperative Purchasing Agreement* are in addition to all other available remedies.
- (b) In the event of termination for default, *Enterprise Services* may exercise any remedy provided by law including, without limitation, the right to procure for all *Purchasing Entities* replacement *Goods and/or Services*. In such event, *Contractor* shall be liable to *Enterprise Services* for damages as authorized by law including, but not limited to, any price difference between the *Cooperative Purchasing Agreement* price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. *Enterprise Services* and *Purchasing Entities* shall mitigate damages and provide *Contractor* with detailed invoices substantiating the charges.
- (c) Unless otherwise specified in the *Participating Addendum*, in the event of a default under a *Participating Addendum*, a *Participating Entity* shall provide a written notice of default as described in this section and have all of the rights and remedies under this section regarding its participation in the *Cooperative Purchasing Agreement*, in addition to those set forth in its *Participating Addendum*. Unless otherwise specified in a *Purchase Order*, a *Purchasing Entity* shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable *Participating Addendum* with respect to a *Purchase Order* placed by the *Purchasing Entity*. Nothing in this *Cooperative Purchasing Agreement* shall be construed to limit the rights and remedies available to *Purchasing Entity* under the applicable commercial code.

19.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the *Parties* agree that in no event shall any party or *Purchasing Entity* be liable to the other for exemplary or punitive damages and that each party's liability shall not exceed \$2,000,000 per occurrence; Provided, however, that nothing contained in this section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any *Goods and/or Services* warranty provided in this *Cooperative*

Purchasing Agreement; or (c) damages subject to the Intellectual Property Indemnity section of this *Cooperative Purchasing Agreement*; (d) non-payment for delivered Goods and/or Services due ONLY by the receiving *Purchasing Entity* (see Section 3.2 & 3.3); and (e) infringement or misappropriation of the intellectual property rights of *Contractor*. Any limitation of either party's obligations under this *Cooperative Purchasing Agreement*, by delivery slips or other documentation is void.

19.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the *Parties* shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, *Contractor* shall deliver to *Purchasing Entities* all *Goods and/or Services* that are complete (or with approval from *Enterprise Services*, substantially complete) and *Purchasing Entities* shall inspect, accept, and pay for the same in accordance with this *Cooperative Purchasing Agreement* and the applicable *Purchase Order*. Unless directed by *Enterprise Services* to the contrary, *Contractor* shall not process any *Purchase Orders* after notice of suspension or termination inconsistent therewith.

20. PURCHASE ORDER TERMINATION. *Purchase Orders* between *Purchasing Entities* and *Contractor* may be terminated as follows:

- (a) upon the mutual written agreement of the parties to the *Purchase Order*;
- (b) by the non-breaching party where the breach of the *Purchase Order* is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable *Purchase Order*; and
- (c) as otherwise expressly provided for in the applicable *Purchase Order*.

Purchase Orders shall terminate automatically and without further action if a party to such *Purchase Order* becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the *Purchase Order* as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

21. GENERAL PROVISIONS.

21.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this *Cooperative Purchasing Agreement*.

21.2. **COMPLIANCE WITH LAW.** *Contractor* shall comply with all applicable laws. *Contractor* shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this *Cooperative Purchasing Agreement*.

21.3. **NONDISCRIMINATION.**

- (a) **Nondiscrimination Requirement.** During the term of this *Cooperative Purchasing Agreement*, *Contractor*, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, *Contractor*, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which *Contractor*, or subcontractor, has a collective bargaining or other agreement.
- (b) **Obligation to Cooperate.** *Contractor*, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that *Contractor*, including any subcontractor, has engaged in discrimination prohibited by this *Cooperative Purchasing Agreement* pursuant to RCW 49.60.530(3).
- (c) **Default.** Notwithstanding any provision to the contrary, *Enterprise Services* may suspend *Contractor*, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this *Cooperative Purchasing Agreement*, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until *Enterprise Services* receives notification that *Contractor*, including any subcontractor, is cooperating with the investigating state agency. In the event *Contractor*, or subcontractor, is determined to have engaged in discrimination identified at

RCW 49.60.530(3), Enterprise Services may terminate this Cooperative Purchasing Agreement in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Cooperative Purchasing Agreement termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Cooperative Purchasing Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasing Entities shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasing Entities for default under this provision.
- 21.4. ENTIRE AGREEMENT. This *Cooperative Purchasing Agreement* constitutes the entire agreement and understanding of the *Parties* with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 21.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this *Cooperative Purchasing Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 21.6. AUTHORITY. Each party to this *Cooperative Purchasing Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Cooperative Purchasing Agreement* and that its execution, delivery, and performance of this *Cooperative Purchasing Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 21.7. NO AGENCY. The *Parties* agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Cooperative Purchasing Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- 21.8. ASSIGNMENT. Contractor may not assign its rights under this *Cooperative Purchasing Agreement* without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; Provided, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) days of such event and (b) timely executes Enterprise Services' Assignment, Assumption and Consent Agreement. Contractor may assign its rights under this *Cooperative Purchasing Agreement* in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this *Cooperative Purchasing Agreement* notwithstanding any prior assignment of its rights.
- 21.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This *Cooperative Purchasing Agreement* shall be binding upon and shall inure to the benefit of the *Parties* hereto and their respective successors and assigns.
- 21.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any *Goods and/or Services* provided to *Purchasing Entities* in Washington for the purpose of carrying out Contractor's obligations under this *Cooperative Purchasing Agreement*, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 21.11. **FEDERAL FUNDS.** To the extent that any *Purchasing Entity* uses federal funds to purchase *Goods and/or Services* pursuant to this *Cooperative Purchasing Agreement*, such *Purchasing Entity* shall specify, with its *Purchase Order*, any applicable requirement or certification that must be satisfied by *Contractor* at the time the order is placed or upon delivery of such *Goods and/or Services* to *Purchasing Entity*.
- 21.12. **SEVERABILITY.** If any provision of this *Cooperative Purchasing Agreement* is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this *Cooperative Purchasing Agreement*, and to this end the provisions of this *Cooperative Purchasing Agreement* are declared to be severable. If such invalidity becomes known or apparent to the *Parties*, the *Parties* agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this *Cooperative Purchasing Agreement*.
- 21.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this *Cooperative Purchasing Agreement*, nor shall any purported oral modification or rescission of this *Cooperative Purchasing Agreement* by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 21.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this *Cooperative Purchasing Agreement* shall survive and remain in effect following the expiration or termination of this *Cooperative Purchasing Agreement*, Provided, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 21.15. **GOVERNING LAW.**
- (a) *Cooperative Purchasing Agreement.* The validity, construction, performance, and enforcement of this *Cooperative Purchasing Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
 - (b) *Participating Addendum & Purchase Orders.* The validity, construction, and effect of any *Participating Addendum* pertaining to the *Cooperative Purchasing Agreement* or *Purchase Order* placed pursuant to such *Participating Addendum* shall be governed by and construed in accordance with the laws of the *Participating Entity's* or *Purchasing Entity's* state without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 21.16. **JURISDICTION & VENUE.**
- (a) *Cooperative Purchasing Agreement.* In the event that any action is brought to enforce any provision of this *Cooperative Purchasing Agreement*, the *Parties* agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
 - (b) *Purchase Orders.* Venue for any claim, dispute, or action concerning any *Purchase Order* placed against the *Cooperative Purchasing Agreement* or the effect of a *Participating Addendum* shall be in the *Purchasing Entity's* state.
- 21.17. **SOVEREIGN IMMUNITY.** In no event shall this *Cooperative Purchasing Agreement*, any *Participating Addendum*, or any *Purchase Order* issued thereunder, or any act of the *Lead State*, a *Participating Entity*, or *Purchasing Entity* be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the *Participating Entities* who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

- 21.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this *Cooperative Purchasing Agreement*, each party shall bear its own attorneys' fees and costs.
- 21.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this *Cooperative Purchasing Agreement* shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this *Cooperative Purchasing Agreement*. Each party hereto and its counsel has reviewed and revised this *Cooperative Purchasing Agreement* and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this *Cooperative Purchasing Agreement*. Each term and provision of this *Cooperative Purchasing Agreement* to be performed by either party shall be construed to be both a covenant and a condition.
- 21.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this *Cooperative Purchasing Agreement*, the Parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this *Cooperative Purchasing Agreement* including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this *Cooperative Purchasing Agreement*.
- 21.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this *Cooperative Purchasing Agreement* in their entirety.
- 21.22. CAPTIONS & HEADINGS. The captions and headings in this *Cooperative Purchasing Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Cooperative Purchasing Agreement* nor the meaning of any provisions hereof.
- 21.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this *Cooperative Purchasing Agreement* or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this *Cooperative Purchasing Agreement* or such other ancillary agreement for all purposes.
- 21.24. COUNTERPARTS. This *Cooperative Purchasing Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Cooperative Purchasing Agreement* at different times and places by the *Parties* shall not affect the validity thereof so long as all the *Parties* hereto execute a counterpart of this *Cooperative Purchasing Agreement*.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Elena McGrew*
Elena McGrew

Its: Procurement Manager

LEICA GEOSYSTEMS, INC.
A DELAWARE CORPORATION

By: *Chandler McCormack*
Chandler McCormack (Aug 7, 2024 16:35 EDT)
Chandler McCormack

Its: Chief Executive Officer

By: *Patricia Arroyo Reyes*
Patricia Arroyo Reyes (Aug 7, 2024 18:03 EDT)
Patricia Arroyo Reyes

Its: Officer/Controller

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this *Cooperative Purchasing Agreement*, *Contractor* shall possess and maintain in full force and effect, at *Contractor's* sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** *Contractor* shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE** (required if *Contractor* is accessing Purchasing Entity's premises). 'Symbol 1' commercial automobile liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$1,000,000.

The insurance coverage limits set forth herein are the minimum. *Contractor's* insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve *Contractor* from liability in excess of such limits. *Contractor* waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the *Contractor* must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. *Enterprise Services* reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized *Purchasing Entities* (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the

Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the *Cooperative Purchasing Agreement*, *Contractor* shall furnish to *Enterprise Services*, as evidence of the insurance coverage required by this *Cooperative Agreement*, a certificate of insurance satisfactory to *Enterprise Services* that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, *Contractor* shall furnish to *Enterprise Services* an updated or renewed certificate of insurance, satisfactory to *Enterprise Services*, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in termination of this *Cooperative Purchasing Agreement*. **All policies and certificates of insurance shall include the *Cooperative Purchasing Agreement* number stated on the cover of this *Cooperative Purchasing Agreement*.** All certificates of Insurance and any related insurance documents shall be delivered to *Enterprise Services* via email sent to the email address set forth below :

Email: DESContractsTeamFir@des.wa.gov

Note: the Email Subject line must state:

**Insurance Certificate: Cooperative Purchasing Agreement
No. 24283 Police Radar/Lidar**

5. **PRIMARY COVERAGE.** *Contractor's* insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any *Purchasing Entity*. All insurance or self-insurance of the State of Washington and/or *Purchasing Entities* shall be excess of any insurance provided by *Contractor* or subcontractors.
6. **SUBCONTRACTORS.** *Contractor* shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, *Contractor* shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit *Contractor's* liability or responsibility.
7. **WAIVER OF SUBROGATION.** *Contractor* waives all rights of subrogation against the State of Washington and any *Purchasing Entity* for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part without at least thirty (30) days prior written legal notice by *Contractor* to *Enterprise Services*. Failure to provide such notice, as required, shall constitute default by *Contractor*. Any such written notice shall include the *Cooperative Purchasing Agreement* number stated on the cover of this *Cooperative Purchasing Agreement*.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), *Contractor* shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the *Cooperative Purchasing Agreement*.

INCLUDED GOODS AND/OR SERVICES AND PRICING

Group C: Accident Scene Re-Construction

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
N-950909	1	Disto X6	\$720.00	\$698.40	3.00%	30 days
N-6018772	1	Disto X6 P2P (Mount, tripod, case)	\$1,156.50	\$1,121.81	3.00%	30 days
N-946095	1	DST 360-X mount	\$780.00	\$756.60	3.00%	30 days
N-864989	1	Rugged case for Leica DST 360	\$188.00	\$182.36	3.00%	30 days
N-848788	1	Tripod Leica TRI 120	\$198.00	\$192.06	3.00%	30 days
N-8252659	1	Mesa 3 Geo N.America w/int battery	\$3,450.00	\$3,346.50	3.00%	30 days
NP-869374	1	GS07 SmartAntenna Package	\$11,981.00	\$11,621.57	3.00%	30 days
N-869374	1	GS07 SmartAntenna	\$7,950.00	\$7,711.50	3.00%	30 days
N-980902	1	GVP753 GNSS Rover Container	\$182.00	\$176.54	3.00%	30 days
N-752292	1	GLS30, GNSS telescopic pole, carbon-fibre	\$600.00	\$582.00	3.00%	30 days
N-772806	2	GEB212 Li-Ionen-Battery 7,4 V / 2,45 Ah	\$460.00	\$446.20	3.00%	30 days
N-799185	1	GKL311 single Charger Prof 3000	\$310.00	\$300.70	3.00%	30 days
N-869410	1	LOP74, GS07 GLONASS option	\$795.00	\$771.15	3.00%	30 days
N-869412	1	LOP75, GS07 Galileo option	\$795.00	\$771.15	3.00%	30 days
N-869413	1	LOP76, GS07 BeiDou option	\$795.00	\$771.15	3.00%	30 days
N-6006742	1	2 yr GNSS (GS0X) Bronze CCP	\$473.00	\$91.18	80.72%	30 days
N-5304826	1	1 yr Viva GNSS (GS08/12) Ext.Warranty	\$315.00	\$0.00	100.00%	30 days
N-5303073	1	2 yr Viva GNSS Customer Support	\$158.00	\$91.18	42.29%	30 days
NP-926415	1	CS30 Field Controller LRBT Package	\$7,967.00	\$7,727.99	3.00%	30 days
N-926415	1	CS30 Field Controller LRBT	\$5,450.00	\$5,286.50	3.00%	30 days
N-925663	1	GEB260 Battery int Li-Ion for CS30/CC170	\$265.00	\$257.05	3.00%	30 days
N-812027	1	GAT25, Radio antenna for CTR module	\$152.00	\$147.44	3.00%	30 days
N-767880	1	GHT63 Pole clamp for attaching GHT	\$176.00	\$170.72	3.00%	30 days
N-925664	1	GHT81 Holder for CS30/CC170 tablet	\$182.00	\$176.54	3.00%	30 days
N-827719	1	Captivate Measure & Stakeout CS3x/CC200	\$1,130.00	\$1,096.10	3.00%	30 days
N-6018903	1	2 yr Leica Captivate Tablet Basic CCP	\$1,085.00	\$593.64	45.29%	30 days
N-5312462	1	2 yr Leica Captivate Tablet SW Maint.	\$760.00	\$417.10	45.12%	30 days
N-5306314	1	2 yr Captivate Customer Support	\$325.00	\$176.54	45.68%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
NP-969678	1	Infinity Core Package	\$7,266.50	\$7,048.51	3.00%	30 days
N-969678	1	Infinity Core	\$705.00	\$683.85	3.00%	30 days
N-969686	1	Infinity Point Clouds from Images	\$3,550.00	\$3,443.50	3.00%	30 days
N-969687	1	Infinity Point Cloud Registration	\$1,890.00	\$1,833.30	3.00%	30 days
N-6017905	1	1 yr Infinity CCP	\$1,121.50	\$1,087.86	3.00%	30 days
N-5311547	1	1 yr Infinity Core SW Maint.	\$96.50	\$93.61	3.00%	30 days
N-5311563	1	1 yr Infinity Point Clouds Img SW Maint.	\$490.00	\$475.30	3.00%	30 days
N-5311567	1	1 yr Infinity Point Clouds Reg SW Maint.	\$275.00	\$266.75	3.00%	30 days
N-5311571	1	1 yr Infinity Customer Support	\$260.00	\$252.20	3.00%	30 days
NP-898871	1	MS60 1" R2000, MultiStation Package	\$61,771.00	\$59,917.87	3.00%	30 days
N-898871	1	MS60 1" R2000, MultiStation	\$54,500.00	\$52,865.00	3.00%	30 days
N-971703	2	GEB243 Battery int Li-Ion 14.4V/6400mAh	\$960.00	\$931.20	3.00%	30 days
N-799185	1	GKL311 single Charger Prof 3000	\$310.00	\$300.70	3.00%	30 days
N-842061	1	GDF311 Tribrach without optical plummet	\$255.00	\$247.35	3.00%	30 days
N-667301	1	GST120-9 Wooden Tripod, telescopic	\$485.00	\$470.45	3.00%	30 days
N-639985	1	GRZ4 360° Reflector	\$1,430.00	\$1,387.10	3.00%	30 days
N-754389	1	GLS12F Reflector pole, telescopic, ft	\$345.00	\$334.65	3.00%	30 days
N-922840	1	RH18 Radio Handle	\$1,650.00	\$1,600.50	3.00%	30 days
N-827646	1	Leica Captivate Measure & Stakeout TS/MS	\$1,130.00	\$1,096.10	3.00%	30 days
N-6009406	1	2 yr Nova (TS/MS60) Bronze CCP	\$1,243.00	\$684.82	44.91%	30 days
N-5306297	1	2 yr TS60/MS60 Captivate SW Maint.	\$760.00	\$417.10	45.12%	30 days
N-5305607	1	2 yr Nova Customer Support	\$158.00	\$91.18	42.29%	30 days
N-5306314	1	2 yr Captivate Customer Support	\$325.00	\$176.54	45.68%	30 days
NP-838300	1	RTC360 Package	\$93,786.65	\$90,973.05	3.00%	30 days
N-838300	1	RTC 360 Laser Scanner	\$84,355.00	\$81,824.35	3.00%	30 days
N-874800	1	Calibration Cert. "Silver", TLS RTC 360	\$1.65	\$1.60	3.00%	30 days
N-954519	4	GEB364 Battery int Li-Ion 10.8V/6900mAh	\$1,660.00	\$1,610.20	3.00%	30 days
N-817063	1	GVP730 Container for RTC360	\$455.00	\$441.35	3.00%	30 days
N-842065	2	MS256 Industrial USB Stick 256GB	\$2,740.00	\$2,657.80	3.00%	30 days
N-842066	1	GST80 Tripod Carbon	\$2,700.00	\$2,619.00	3.00%	30 days
N-799187	1	GKL341 Charger Prof 5000	\$1,170.00	\$1,134.90	3.00%	30 days
N-6013569	1	2 yr RTC360 Laser Scanner CCP Bronze	\$4,610.00	\$683.85	85.17%	30 days
N-5308933	1	1 yr RTC360 Laser Scanner Ext. Warranty	\$3,350.00	\$0.00	100.00%	30 days
N-5308938	1	2yr RTC360 Laser Scanner Custom. Support	\$1,260.00	\$683.85	45.73%	30 days
NP-922838	1	AP20 Captivate Package	\$12,033.50	\$11,672.50	3.00%	30 days
N-922838	1	AutoPole AP20 - Height + Tilt + ID	\$8,800.00	\$8,536.00	3.00%	30 days
N-898414	2	GEB321 Battery int Li-Ion 7.2V/3350mAh	\$440.00	\$426.80	3.00%	30 days
N-913902	1	GLS51F Telescopic Pole, ft	\$1,010.00	\$979.70	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
N-639985	1	GRZ4 360° Reflector	\$1,430.00	\$1,387.10	3.00%	30 days
N-799185	1	GKL311 single Charger Prof 3000	\$310.00	\$300.70	3.00%	30 days
N-879372	1	1.5m USB 3.1 Type A to C Cable 3A	\$43.50	\$42.20	3.00%	30 days
NP-917486	1	TS13 5" R500, total stat. w. ATR & displ Package	\$29,731.00	\$28,839.07	3.00%	30 days
N-917486	1	TS13 5" R500, total stat. w. ATR & displ	\$17,800.00	\$17,266.00	3.00%	30 days
N-870392	1	TOP1, TS13 prism lock option	\$680.00	\$659.60	3.00%	30 days
N-870393	1	TOP2, TS13 robotic option	\$3,350.00	\$3,249.50	3.00%	30 days
N-667301	1	GST120-9 Wooden Tripod, telescopic	\$485.00	\$470.45	3.00%	30 days
N-842061	1	GDF311 Tribrach without optical plummet	\$255.00	\$247.35	3.00%	30 days
N-754389	1	GLS12F Reflector pole, telescopic, ft	\$345.00	\$334.65	3.00%	30 days
N-639985	1	GRZ4 360° Reflector	\$1,430.00	\$1,387.10	3.00%	30 days
N-922840	1	RH18 Radio Handle	\$1,650.00	\$1,600.50	3.00%	30 days
N-971702	2	GEB223 Battery int. Li-Ion 7.2V/6400mAh	\$730.00	\$708.10	3.00%	30 days
N-799187	1	GKL341 Charger Prof 5000	\$1,170.00	\$1,134.90	3.00%	30 days
N-827646	1	Leica Captivate Measure & Stakeout TS/MS	\$1,130.00	\$1,096.10	3.00%	30 days
N-6014009	1	2 yr TS13 Bronze CCP	\$1,943.00	\$684.82	64.75%	30 days
N-5309052	1	2 yr TS13 Captivate SW Maint.	\$760.00	\$417.10	45.12%	30 days
N-5303692	1	2 yr Viva TPS Customer Support	\$158.00	\$91.18	42.29%	30 days
N-5306314	1	2 yr Captivate Customer Support	\$325.00	\$176.54	45.68%	30 days
N-5309063	1	1 yr TS13 Extd. Warranty	\$700.00	\$0.00	100.00%	30 days
NP-868869	1	TS03 5" R500, total station Package	\$12,448.00	\$12,074.56	3.00%	30 days
N-868869	1	TS03 5" R500, total station	\$7,800.00	\$7,566.00	3.00%	30 days
N-667301	1	GST120-9 Wooden Tripod, telescopic	\$485.00	\$470.45	3.00%	30 days
N-842061	1	GDF311 Tribrach without optical plummet	\$255.00	\$247.35	3.00%	30 days
N-754389	1	GLS12F Reflector pole, telescopic, ft	\$345.00	\$334.65	3.00%	30 days
N-639985	1	GRZ4 360° Reflector	\$1,430.00	\$1,387.10	3.00%	30 days
N-954518	2	GEB334 Battery int Li-Ion 10.8V/3450mAh	\$540.00	\$523.80	3.00%	30 days
N-799187	1	GKL341 Charger Prof 5000	\$1,170.00	\$1,134.90	3.00%	30 days
N-6014183	1	2 yr TS03/07 Bronze CCP	\$1,380.00	\$410.31	70.27%	30 days
N-5309104	1	2 yr TS03/07 FlexField SW Maint.	\$315.00	\$167.81	46.73%	30 days
N-5309117	1	2 yr TS03/07/10 Customer Support	\$440.00	\$242.50	44.89%	30 days
N-5309111	1	1 yr TS03/07/10 Extd. Warranty	\$625.00	\$0.00	100.00%	30 days
NP-916318	1	MAP360 Pro Permanent Package	\$8,260.00	\$8,012.20	3.00%	30 days
N-916318	1	MAP360 Pro Permanent	\$6,650.00	\$6,450.50	3.00%	30 days
N-6015993	1	MAP 360 Pro CCP 1yr.	\$1,610.00	\$1,561.70	3.00%	30 days
N-5310526	1	MAP 360 Pro Updates 1yr.	\$830.00	\$805.10	3.00%	30 days
N-5310538	1	MAP 360 Pro Support 1yr.	\$780.00	\$756.60	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
NP-951110	1	BLK360 G2 Hardware Package	\$27,828.00	\$26,993.16	3.00%	30 days
N-951110	1	BLK360 G2	\$26,805.00	\$26,000.85	3.00%	30 days
N-853638	1	GST29, BLK360 Tripod	\$385.00	\$373.45	3.00%	30 days
N-853639	1	GAD52, BLK360 Tripod Adapter	\$198.00	\$192.06	3.00%	30 days
N-879639	1	GVP735, BLK Mission Bag	\$220.00	\$213.40	3.00%	30 days
N-6017507	1	2 yr BLK360 G2 Laser Scanner CCP Bronze	\$1,410.00	\$213.40	84.87%	30 days
N-5311294	1	1 yr BLK360 G2 Laser Scanner Ext.Warranty	\$1,030.00	\$0.00	100.00%	30 days
N-5311299	1	2yr BLK360 G2 Laser Scan. Customer Supp.	\$380.00	\$213.40	43.84%	30 days

Group C: Accident Scene Re-Construction Additional Products

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
Hardware						
N-887900	1	Leica DISTO S910 P2P-Package	\$2,165.00	\$2,100.05	3.00%	30 days
NP-876480	1	CS20 LTE Disto Field Controller Package	\$9,657.00	\$9,367.29	3.00%	30 days
N-876480	1	CS20 LTE Disto Field Controller (US, CA)	\$6,500.00	\$6,305.00	3.00%	30 days
N-954518	2	GEB334 Battery int Li-Ion 10.8V/3450mAh	\$540.00	\$523.80	3.00%	30 days
N-799185	1	GKL311 single Charger Prof 3000	\$310.00	\$300.70	3.00%	30 days
N-767856	1	MSD1000, SD memory card 1GB	\$240.00	\$232.80	3.00%	30 days
N-767880	1	GHT63 Pole clamp for attaching GHT	\$176.00	\$170.72	3.00%	30 days
N-807157	1	GHT66 Holder plate for CS20 controller	\$140.00	\$135.80	3.00%	30 days
N-813582	1	GHT76 Tether for GDZ71 Pen	\$9.00	\$8.73	3.00%	30 days
N-827698	1	Leica Captivate Measure & Stakeout CS20	\$1,130.00	\$1,096.10	3.00%	30 days
N-6009641	1	2 yr CS20 Bronze CCP	\$1,450.00	\$593.64	59.06%	30 days
N-5306301	1	2 yr CS20 Captivate SW Maint.	\$760.00	\$417.10	45.12%	30 days
N-5306314	1	2 yr Captivate Customer Support	\$325.00	\$176.54	45.68%	30 days
N-5306307	1	1 yr CS20 Ext. Warranty	\$365.00	\$0.00	100.00%	30 days
NP-917437	1	TS16 I 5" R500, Imaging total station Package	\$38,031.00	\$36,890.07	3.00%	30 days
N-917437	1	TS16 I 5" R500, imaging total station	\$29,700.00	\$28,809.00	3.00%	30 days
N-667301	1	GST120-9 Wooden Tripod, telescopic	\$485.00	\$470.45	3.00%	30 days
N-842061	1	GDF311 Tribrach without optical plummet	\$255.00	\$247.35	3.00%	30 days
N-754389	1	GLS12F Reflector pole, telescopic, ft	\$345.00	\$334.65	3.00%	30 days
N-639985	1	GRZ4 360° Reflector	\$1,430.00	\$1,387.10	3.00%	30 days
N-922840	1	RH18 Radio Handle	\$1,650.00	\$1,600.50	3.00%	30 days
N-733270	2	GEB221 Battery int. Li-Ion 7.4V/4400mAh	\$680.00	\$659.60	3.00%	30 days
N-799187	1	GKL341 Charger Prof 5000	\$1,170.00	\$1,134.90	3.00%	30 days
N-767856	2	MSD1000, SD memory card 1GB	\$480.00	\$465.60	3.00%	30 days
N-827646	1	Leica Captivate Measure & Stakeout TS/MS	\$1,130.00	\$1,096.10	3.00%	30 days
N-6009533	1	2 yr Viva TPS (TS16) Bronze CCP	\$2,023.00	\$684.82	66.15%	30 days
N-5306391	1	2 yr TS16 Captivate SW Maint.	\$760.00	\$417.10	45.12%	30 days
N-5306392	1	2 yr Viva TPS Customer Support	\$158.00	\$91.18	42.29%	30 days
N-5306314	1	2 yr Captivate Customer Support	\$325.00	\$176.54	45.68%	30 days
N-5306394	1	1 yr Viva TPS (TS16) Extd. Warranty	\$780.00	\$0.00	100.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
NP-864384	1	GS18 I LTE&UHF Performance NAFTA Package	\$31,116.00	\$30,182.52	3.00%	30 days
N-864384	1	GS18 I LTE&UHF Performance NAFTA	\$25,200.00	\$24,444.00	3.00%	30 days
N-980902	1	GVP753 GNSS Rover Container	\$182.00	\$176.54	3.00%	30 days
N-834668	1	GAT27 Antenna for LTE / radio	\$159.00	\$154.23	3.00%	30 days
N-752292	1	GLS30, GNSS telescopic pole, carbon-fibre	\$600.00	\$582.00	3.00%	30 days
N-767856	1	MSD1000, SD memory card 1GB	\$240.00	\$232.80	3.00%	30 days
N-954518	2	GEB334 Battery Int Li-Ion 10.8V/3450mAh	\$540.00	\$523.80	3.00%	30 days
N-856074	1	LOP60, GS18 GLONASS option	\$945.00	\$916.65	3.00%	30 days
N-856075	1	LOP61, GS18 Galileo option	\$945.00	\$916.65	3.00%	30 days
N-856076	1	LOP62, GS18 BeiDou option	\$945.00	\$916.65	3.00%	30 days
N-799187	1	GKL341 Charger Prof 5000	\$1,170.00	\$1,134.90	3.00%	30 days
N-6003710	1	2 yr Viva GNSS (GS1X) Bronze CCP	\$820.00	\$184.30	77.52%	30 days
N-5303051	1	2 yr Viva GNSS (GS1X) SW Maint.	\$162.00	\$93.12	42.52%	30 days
N-5303073	1	2 yr Viva GNSS Customer Support	\$158.00	\$91.18	42.29%	30 days
N-5303059	1	1 yr Viva GNSS (GS1X) Ext. Warranty	\$500.00	\$0.00	100.00%	30 days
NP-875578	1	BLK2GO Hardware Package	\$56,365.00	\$54,674.05	3.00%	30 days
N-875578	1	BLK2GO	\$54,850.00	\$53,204.50	3.00%	30 days
N-879639	1	GVP735, BLK Mission Bag	\$220.00	\$213.40	3.00%	30 days
N-879630	1	BLK2GO Filter Kit	\$215.00	\$208.55	3.00%	30 days
N-947023	1	GHT86, BLK2GO Phone holder	\$355.00	\$344.35	3.00%	30 days
N-6016854	1	2 yr BLK2GO Laser Scanner CCP Bronze	\$4,660.00	\$703.25	84.91%	30 days
N-5310231	1	1 yr BLK2GO Extended Warranty	\$3,350.00	\$0.00	100.00%	30 days
N-5310229	1	2yr BLK2GO Laser Scanner Custom. Support	\$1,310.00	\$703.25	46.32%	30 days
NP-982289	1	BLK2GO Pulse Hardware Package	\$40,525.00	\$39,309.25	3.00%	30 days
N-982289	1	BLK2GO PULSE	\$39,800.00	\$38,606.00	3.00%	30 days
N-6018357	1	2 yr BLK2GO PULSE CCP Bronze	\$4,660.00	\$703.25	84.91%	30 days
N-5312095	1	1 yr BLK2GO PULSE Ext. Warranty	\$3,350.00	\$0.00	100.00%	30 days
N-5312100	1	2yr BLK2GO PULSE Customer Supp.	\$1,310.00	\$703.25	46.32%	30 days
NP-938405	1	BLK2FLY Hardware Package Package	\$65,240.00	\$63,282.80	3.00%	30 days
N-938405	1	BLK2FLY	\$62,155.00	\$60,290.35	3.00%	30 days
N-938387	1	GVP745, BLK2FLY transportation case	\$1,220.00	\$1,183.40	3.00%	30 days
N-898972	2	GEB374, BLK2FLY smart battery	\$1,140.00	\$1,105.80	3.00%	30 days
N-6017375	1	2 yr BLK2FLY Laser Scanner CCP Bronze	\$4,650.00	\$1,261.00	72.88%	30 days
N-5311173	1	1yr BLK2FLY Laser Scanner Ext. Warranty	\$3,350.00	\$0.00	100.00%	30 days
N-5311178	1	2yr BLK2FLY Laser Scan. Customer Support	\$1,300.00	\$1,261.00	3.00%	30 days
N-6010779	1	NIST Calibrated Dual Target Pole Kit	\$2,830.00	\$2,745.10	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
Software						

N-916316	1	MAP360 Sketch Permanent	\$615.50	\$597.04	3.00%	30 days
N-916316	1	MAP360 Sketch Permanent	\$495.00	\$480.15	3.00%	30 days
N-6015985	1	MAP 360 Sketch CCP 1yr.	\$120.50	\$116.89	3.00%	30 days
N-5310518	1	MAP 360 Sketch Updates 1yr.	\$62.00	\$60.14	3.00%	30 days
N-5310530	1	MAP 360 Sketch Support 1yr.	\$58.50	\$56.75	3.00%	30 days

N-916317	1	MAP360 Standard Permanent	\$2,605.00	\$2,526.85	3.00%	30 days
N-916317	1	MAP360 Standard Permanent	\$2,100.00	\$2,037.00	3.00%	30 days
N-6015989	1	MAP 360 Standard CCP 1yr.	\$505.00	\$489.85	3.00%	30 days
N-5310522	1	MAP 360 Standard Updates 1yr.	\$260.00	\$252.20	3.00%	30 days
N-5310534	1	MAP 360 Standard Support 1yr.	\$245.00	\$237.65	3.00%	30 days

N-979836	1	Cyclone REGISTER 360 PLUS Permanent	\$12,275.00	\$11,906.75	3.00%	30 days
N-979836	1	Cyclone REGISTER 360 PLUS Permanent	\$10,400.00	\$10,088.00	3.00%	30 days
N-6018134	1	Cyclone REGISTER 360 PLUS CCP 1yr.	\$1,875.00	\$1,818.75	3.00%	30 days
N-5311715	1	Cyclone REGISTER 360 PLUS Updates 1yr.	\$985.00	\$955.45	3.00%	30 days
N-5311721	1	Cyclone REGISTER 360 PLUS Support 1yr.	\$890.00	\$863.30	3.00%	30 days

Customer Care Packages

N-6013561	1	1 yr RTC360 Laser Scanner CCP Basic	\$705.00	\$683.85	3.00%	30 days
N-6013562	1	2 yr RTC360 Laser Scanner CCP Basic	\$1,260.00	\$1,222.20	3.00%	30 days
N-6013563	1	3 yr RTC360 Laser Scanner CCP Basic	\$1,770.00	\$1,716.90	3.00%	30 days
N-6013564	1	5 yr RTC360 Laser Scanner CCP Basic	\$3,000.00	\$2,910.00	3.00%	30 days
N-6013565	1	1 yr RTC360 Laser Scanner CCP Blue	\$2,365.00	\$2,294.05	3.00%	30 days
N-6013566	1	2 yr RTC360 Laser Scanner CCP Blue	\$4,260.00	\$4,132.20	3.00%	30 days
N-6013567	1	3 yr RTC360 Laser Scanner CCP Blue	\$6,020.00	\$5,839.40	3.00%	30 days
N-6013568	1	5 yr RTC360 Laser Scanner CCP Blue	\$10,050.00	\$9,748.50	3.00%	30 days
N-6013569	1	2 yr RTC360 Laser Scanner CCP Bronze	\$4,610.00	\$4,471.70	3.00%	30 days
N-6013570	1	3 yr RTC360 Laser Scanner CCP Bronze	\$7,770.00	\$7,536.90	3.00%	30 days
N-6013570	1	5 yr RTC360 Laser Scanner CCP Bronze	\$14,300.00	\$13,871.00	3.00%	30 days
N-6013572	1	1yr Ext. RTC360 Laser Scanner CCP Bronze	\$4,355.00	\$4,224.35	3.00%	30 days
N-6013573	1	1st yr RTC360 Laser Scanner CCP Silver	\$2,365.00	\$2,294.05	3.00%	30 days
N-6013574	1	2 yr RTC360 Laser Scanner CCP Silver	\$7,610.00	\$7,381.70	3.00%	30 days
N-6013575	1	3 yr RTC360 Laser Scanner CCP Silver	\$12,020.00	\$11,659.40	3.00%	30 days
N-6013576	1	5 yr RTC360 Laser Scanner CCP Silver	\$21,350.00	\$20,709.50	3.00%	30 days
N-6013577	1	1yr Ext. RTC360 Laser Scanner CCP Silver	\$6,015.00	\$5,834.55	3.00%	30 days
N-6013578	1	1st yr RTC360 Laser Scanner CCP Gold	\$6,365.00	\$6,174.05	3.00%	30 days
N-6013579	1	2 yr RTC360 Laser Scanner CCP Gold	\$14,810.00	\$14,365.70	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
N-6013580	1	3 yr RTC360 Laser Scanner CCP Gold	\$22,220.00	\$21,553.40	3.00%	30 days
N-6013581	1	5 yr RTC360 Laser Scanner CCP Gold	\$38,350.00	\$37,199.50	3.00%	30 days
N-6013582	1	1yr Ext. RTC360 Laser Scanner CCP Gold	\$10,015.00	\$9,714.55	3.00%	30 days
N-6017499	1	1 yr BLK360 G2 Laser Scanner CCP Basic	\$220.00	\$213.40	3.00%	30 days
N-6017500	1	2 yr BLK360 G2 Laser Scanner CCP Basic	\$380.00	\$368.60	3.00%	30 days
N-6017501	1	3 yr BLK360 G2 Laser Scanner CCP Basic	\$540.00	\$523.80	3.00%	30 days
N-6017502	1	5 yr BLK360 G2 Laser Scanner CCP Basic	\$900.00	\$873.00	3.00%	30 days
N-6017503	1	1 yr BLK360 G2 Laser Scanner CCP Blue	\$930.00	\$902.10	3.00%	30 days
N-6017504	1	2 yr BLK360 G2 Laser Scanner CCP Blue	\$1,650.00	\$1,600.50	3.00%	30 days
N-6017505	1	3 yr BLK360 G2 Laser Scanner CCP Blue	\$2,350.00	\$2,279.50	3.00%	30 days
N-6017506	1	5 yr BLK360 G2 Laser Scanner CCP Blue	\$3,900.00	\$3,783.00	3.00%	30 days
N-6017507	1	2 yr BLK360 G2 Laser Scanner CCP Bronze	\$1,410.00	\$1,367.70	3.00%	30 days
N-6017508	1	3 yr BLK360 G2 Laser Scanner CCP Bronze	\$2,390.00	\$2,318.30	3.00%	30 days
N-6017509	1	5 yr BLK360 G2 Laser Scanner CCP Bronze	\$4,400.00	\$4,268.00	3.00%	30 days
N-6017510	1	1yr Ext. BLK360 G2 Laser Scan. CCP Bronze	\$1,360.00	\$1,319.20	3.00%	30 days
N-6017511	1	1st yr BLK360 G2 Laser Scan. CCP Silver	\$930.00	\$902.10	3.00%	30 days
N-6017512	1	2 yr BLK360 G2 Laser Scanner CCP Silver	\$2,680.00	\$2,599.60	3.00%	30 days
N-6017513	1	3 yr BLK360 G2 Laser Scanner CCP Silver	\$4,200.00	\$4,074.00	3.00%	30 days
N-6017514	1	5 yr BLK360 G2 Laser Scanner CCP Silver	\$7,400.00	\$7,178.00	3.00%	30 days
N-6017515	1	1 yr Ext. BLK360 G2 Laser Scan. CCP Silver	\$2,070.00	\$2,007.90	3.00%	30 days
N-6017516	1	1st yr BLK360 G2 Laser Scan. CCP Gold	\$2,060.00	\$1,998.20	3.00%	30 days
N-6017517	1	2 yr BLK360 G2 Laser Scanner CCP Gold	\$4,730.00	\$4,588.10	3.00%	30 days
N-6017518	1	3 yr BLK360 G2 Laser Scanner CCP Gold	\$7,100.00	\$6,887.00	3.00%	30 days
N-6017519	1	5 yr BLK360 G2 Laser Scanner CCP Gold	\$12,200.00	\$11,834.00	3.00%	30 days
N-6017520	1	1 yr Ext. BLK360 G2 Laser Scan. CCP Gold	\$3,200.00	\$3,104.00	3.00%	30 days
N-6014167	1	1 yr TS03/07 Basic CCP	\$423.00	\$410.31	3.00%	30 days
N-6014168	1	2 yr TS03/07 Basic CCP	\$755.00	\$732.35	3.00%	30 days
N-6014169	1	3 yr TS03/07 Basic CCP	\$1,065.00	\$1,033.05	3.00%	30 days
N-6014170	1	5 yr TS03/07 Basic CCP	\$1,770.00	\$1,716.90	3.00%	30 days
N-6014191	1	2 yr TS03/07 Silver CCP	\$3,350.00	\$3,249.50	3.00%	30 days
N-6014192	1	3 yr TS03/07 Silver CCP	\$4,995.00	\$4,845.15	3.00%	30 days
N-6014193	1	5 yr TS03/07 Silver CCP	\$8,670.00	\$8,409.90	3.00%	30 days
N-6014194	1	1 yr Ext. TS03/07 Silver CCP	\$2,138.00	\$2,073.86	3.00%	30 days
N-6013977	1	1 yr TS13 Basic CCP	\$706.00	\$684.82	3.00%	30 days
N-6013978	1	2 yr TS13 Basic CCP	\$1,243.00	\$1,205.71	3.00%	30 days
N-6013979	1	3 yr TS13 Basic CCP	\$1,785.00	\$1,731.45	3.00%	30 days
N-6013980	1	5 yr TS13 Basic CCP	\$2,945.00	\$2,856.65	3.00%	30 days
N-6014025	1	2 yr TS13 Silver CCP	\$3,913.00	\$3,795.61	3.00%	30 days
N-6014026	1	3 yr TS13 Silver CCP	\$5,845.00	\$5,669.65	3.00%	30 days
N-6014027	1	5 yr TS13 Silver CCP	\$9,995.00	\$9,695.15	3.00%	30 days
N-6014028	1	1 yr Ext. TS13 Silver CCP	\$2,496.00	\$2,421.12	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
N-6009501	1	1 yr Viva TPS (TS16) Basic CCP	\$706.00	\$684.82	3.00%	30 days
N-6009502	1	2 yr Viva TPS (TS16) Basic CCP	\$1,243.00	\$1,205.71	3.00%	30 days
N-6009503	1	3 yr Viva TPS (TS16) Basic CCP	\$1,785.00	\$1,731.45	3.00%	30 days
N-6009504	1	5 yr Viva TPS (TS16) Basic CCP	\$2,945.00	\$2,856.65	3.00%	30 days
N-6009549	1	2 yr Viva TPS (TS16) Silver CCP	\$3,993.00	\$3,873.21	3.00%	30 days
N-6009550	1	3 yr Viva TPS (TS16) Silver CCP	\$5,985.00	\$5,805.45	3.00%	30 days
N-6009551	1	5 yr Viva TPS (TS16) Silver CCP	\$10,245.00	\$9,937.65	3.00%	30 days
N-6009552	1	1 yr Ext. Viva TPS (TS16) Silver CCP	\$2,576.00	\$2,498.72	3.00%	30 days
N-6009390	1	1 yr Nova (TS/MS60) Basic CCP	\$706.00	\$684.82	3.00%	30 days
N-6009391	1	2 yr Nova (TS/MS60) Basic CCP	\$1,243.00	\$1,205.71	3.00%	30 days
N-6009392	1	3 yr Nova (TS/MS60) Basic CCP	\$1,785.00	\$1,731.45	3.00%	30 days
N-6009393	1	5 yr Nova (TS/MS60) Basic CCP	\$2,945.00	\$2,856.65	3.00%	30 days
N-6009414	1	2 yr Nova (TS/MS60) Silver CCP	\$3,943.00	\$3,824.71	3.00%	30 days
N-6009415	1	3 yr Nova (TS/MS60) Silver CCP	\$6,580.00	\$6,382.60	3.00%	30 days
N-6009416	1	5 yr Nova (TS/MS60) Silver CCP	\$11,795.00	\$11,441.15	3.00%	30 days
N-6009417	1	1 yr Ext. Nova (TS/MS60) Silver CCP	\$3,181.00	\$3,085.57	3.00%	30 days
N-6006736	1	1 yr GNSS (GS0X) Basic CCP	\$94.00	\$91.18	3.00%	30 days
N-6006737	1	2 yr GNSS (GS0X) Basic CCP	\$158.00	\$153.26	3.00%	30 days
N-6006738	1	3 yr GNSS (GS0X) Basic CCP	\$230.00	\$223.10	3.00%	30 days
N-6006739	1	5 yr GNSS (GS0X) Basic CCP	\$360.00	\$349.20	3.00%	30 days
N-6006745	1	2 yr GNSS (GS0X) Silver CCP	\$763.00	\$740.11	3.00%	30 days
N-6006746	1	3 yr GNSS (GS0X) Silver CCP	\$1,205.00	\$1,168.85	3.00%	30 days
N-6011373	1	5 yr GNSS (GS0X) Silver CCP	\$2,050.00	\$1,988.50	3.00%	30 days
N-6006747	1	1 yr Ext. Viva GNSS (GS0X) Silver CCP	\$567.00	\$549.99	3.00%	30 days
N-6003686	1	1 yr Viva GNSS (GS1X) Basic CCP	\$190.00	\$184.30	3.00%	30 days
N-6003687	1	2 yr Viva GNSS (GS1X) Basic CCP	\$320.00	\$310.40	3.00%	30 days
N-6003688	1	3 yr Viva GNSS (GS1X) Basic CCP	\$465.00	\$451.05	3.00%	30 days
N-6009618	1	5 yr Viva GNSS (GS1X) Basic CCP	\$725.00	\$703.25	3.00%	30 days
N-6003722	1	2 yr Viva GNSS (GS1X) Silver CCP	\$1,390.00	\$1,348.30	3.00%	30 days
N-6003723	1	3 yr Viva GNSS (GS1X) Silver CCP	\$2,150.00	\$2,085.50	3.00%	30 days
N-6009651	1	5 yr Viva GNSS (GS1X) Silver CCP	\$3,585.00	\$3,477.45	3.00%	30 days
N-6003724	1	1 yr Ext. Viva GNSS (GS1X) Silver CCP	\$1,005.00	\$974.85	3.00%	30 days
N-6009619	1	1 yr CS20 Basic CCP	\$612.00	\$593.64	3.00%	30 days
N-6009620	1	2 yr CS20 Basic CCP	\$1,085.00	\$1,052.45	3.00%	30 days
N-6009621	1	3 yr CS20 Basic CCP	\$1,555.00	\$1,508.35	3.00%	30 days
N-6009622	1	5 yr CS20 Basic CCP	\$2,565.00	\$2,488.05	3.00%	30 days
N-6009652	1	2 yr CS20 Silver CCP	\$2,020.00	\$1,959.40	3.00%	30 days
N-6009653	1	3 yr CS20 Silver CCP	\$3,000.00	\$2,910.00	3.00%	30 days
N-6009654	1	5 yr CS20 Silver CCP	\$5,125.00	\$4,971.25	3.00%	30 days
N-6009655	1	1 yr Ext. CS20 Silver CCP	\$1,292.00	\$1,253.24	3.00%	30 days
N-6018902	1	1 yr Leica Captivate Tablet Basic CCP	\$612.00	\$593.64	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
N-6018903	1	2 yr Leica Captivate Tablet Basic CCP	\$1,085.00	\$1,052.45	3.00%	30 days
N-6018904	1	3 yr Leica Captivate Tablet Basic CCP	\$1,555.00	\$1,508.35	3.00%	30 days
N-6018905	1	5 yr Leica Captivate Tablet Basic CCP	\$2,565.00	\$2,488.05	3.00%	30 days
N-6018134	1	Cyclone REGISTER 360 PLUS CCP 1yr	\$1,875.00	\$1,818.75	3.00%	30 days
N-6018135	1	Cyclone REGISTER 360 PLUS CCP 2yr	\$3,400.00	\$3,298.00	3.00%	30 days
N-6015985	1	MAP 360 Sketch CCP 1yr.	\$120.50	\$116.89	3.00%	30 days
N-6015986	1	MAP 360 Sketch CCP 2yr.	\$216.00	\$209.52	3.00%	30 days
N-6015987	1	MAP 360 Sketch CCP 3yr.	\$301.00	\$291.97	3.00%	30 days
N-6015989	1	MAP 360 Standard CCP 1yr.	\$505.00	\$489.85	3.00%	30 days
N-6015990	1	MAP 360 Standard CCP 2yr.	\$900.00	\$873.00	3.00%	30 days
N-6015991	1	MAP 360 Standard CCP 3yr.	\$1,270.00	\$1,231.90	3.00%	30 days
N-6015993	1	MAP 360 Pro CCP 1yr.	\$1,610.00	\$1,561.70	3.00%	30 days
N-6015994	1	MAP 360 Pro CCP 2yr.	\$2,890.00	\$2,803.30	3.00%	30 days
N-6015995	1	MAP 360 Pro CCP 3yr.	\$4,140.00	\$4,015.80	3.00%	30 days
N-6017905	1	1 yr Infinity CCP	\$2,082.50	\$2,020.03	3.00%	30 days
N-6017906	1	2 yr Infinity CCP	\$3,743.00	\$3,630.71	3.00%	30 days
N-6017907	1	3 yr Infinity CCP	\$5,290.00	\$5,131.30	3.00%	30 days
N-6017908	1	5 yr Infinity CCP	\$8,870.00	\$8,603.90	3.00%	30 days
N-6015965	1	1 yr BLK2GO Laser Scanner CCP Basic	\$725.00	\$703.25	3.00%	30 days
N-6015966	1	2 yr BLK2GO Laser Scanner CCP Basic	\$1,310.00	\$1,270.70	3.00%	30 days
N-6015967	1	3 yr BLK2GO Laser Scanner CCP Basic	\$1,850.00	\$1,794.50	3.00%	30 days
N-6016852	1	5 yr BLK2GO Laser Scanner CCP Basic	\$3,100.00	\$3,007.00	3.00%	30 days
N-6015720	1	1 yr BLK2GO Laser Scanner CCP Blue	\$2,275.00	\$2,206.75	3.00%	30 days
N-6015721	1	2 yr BLK2GO Laser Scanner CCP Blue	\$4,110.00	\$3,986.70	3.00%	30 days
N-6015722	1	3 yr BLK2GO Laser Scanner CCP Blue	\$5,800.00	\$5,626.00	3.00%	30 days
N-6016853	1	5 yr BLK2GO Laser Scanner CCP Blue	\$9,650.00	\$9,360.50	3.00%	30 days
N-6016854	1	2 yr BLK2GO Laser Scanner CCP Bronze	\$4,660.00	\$4,520.20	3.00%	30 days
N-6016855	1	3 yr BLK2GO Laser Scanner CCP Bronze	\$7,850.00	\$7,614.50	3.00%	30 days
N-6016856	1	5 yr BLK2GO Laser Scanner CCP Bronze	\$14,400.00	\$13,968.00	3.00%	30 days
N-6016857	1	1 yr Ext. BLK2GO Laser Scanner CCP Bronze	\$4,375.00	\$4,243.75	3.00%	30 days
N-6016858	1	1st yr BLK2GO Laser Scanner CCP Silver	\$2,275.00	\$2,206.75	3.00%	30 days
N-6015723	1	2 yr BLK2GO Laser Scanner CCP Silver	\$7,460.00	\$7,236.20	3.00%	30 days
N-6016859	1	3 yr BLK2GO Laser Scanner CCP Silver	\$11,800.00	\$11,446.00	3.00%	30 days
N-6016860	1	5 yr BLK2GO Laser Scanner CCP Silver	\$20,950.00	\$20,321.50	3.00%	30 days
N-6016861	1	1yr Ext. BLK2GO Laser Scan. CCP Silver	\$5,925.00	\$5,747.25	3.00%	30 days
N-6016862	1	1st yr BLK2GO Laser Scanner CCP Gold	\$5,925.00	\$5,747.25	3.00%	30 days
N-6016863	1	2 yr BLK2GO Laser Scanner CCP Gold	\$14,010.00	\$13,589.70	3.00%	30 days
N-6016864	1	3 yr BLK2GO Laser Scanner CCP Gold	\$21,100.00	\$20,467.00	3.00%	30 days
N-6016865	1	5 yr BLK2GO Laser Scanner CCP Gold	\$36,450.00	\$35,356.50	3.00%	30 days
N-6016866	1	1yr Ext. BLK2GO Laser Scan. CCP Gold	\$9,575.00	\$9,287.75	3.00%	30 days
N-6018349	1	1 yr BLK2GO PULSE CCP Basic	\$725.00	\$703.25	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
N-6018350	1	2 yr BLK2GO PULSE CCP Basic	\$1,310.00	\$1,270.70	3.00%	30 days
N-6018351	1	3 yr BLK2GO PULSE CCP Basic	\$1,850.00	\$1,794.50	3.00%	30 days
N-6018352	1	5 yr BLK2GO PULSE CCP Basic	\$3,100.00	\$3,007.00	3.00%	30 days
N-6018353	1	1 yr BLK2GO PULSE CCP Blue	\$2,275.00	\$2,206.75	3.00%	30 days
N-6018354	1	2 yr BLK2GO PULSE CCP Blue	\$4,110.00	\$3,986.70	3.00%	30 days
N-6018355	1	3 yr BLK2GO PULSE CCP Blue	\$5,800.00	\$5,626.00	3.00%	30 days
N-6018356	1	5 yr BLK2GO PULSE CCP Blue	\$9,650.00	\$9,360.50	3.00%	30 days
N-6018357	1	2 yr BLK2GO PULSE CCP Bronze	\$4,660.00	\$4,520.20	3.00%	30 days
N-6018358	1	3 yr BLK2GO PULSE CCP Bronze	\$7,850.00	\$7,614.50	3.00%	30 days
N-6018359	1	5 yr BLK2GO PULSE CCP Bronze	\$14,400.00	\$13,968.00	3.00%	30 days
N-6018360	1	1 yr Ext. BLK2GO PULSE CCP Bronze	\$4,375.00	\$4,243.75	3.00%	30 days
N-6018361	1	1st yr BLK2GO PULSE CCP Silver	\$2,275.00	\$2,206.75	3.00%	30 days
N-6018362	1	2 yr BLK2GO PULSE CCP Silver	\$7,460.00	\$7,236.20	3.00%	30 days
N-6018363	1	3 yr BLK2GO PULSE CCP Silver	\$11,800.00	\$11,446.00	3.00%	30 days
N-6018364	1	5 yr BLK2GO PULSE CCP Silver	\$20,950.00	\$20,321.50	3.00%	30 days
N-6018365	1	1yr Ext. BLK2GO PULSE CCP Silver	\$5,925.00	\$5,747.25	3.00%	30 days
N-6018366	1	1st yr BLK2GO PULSE CCP Gold	\$6,275.00	\$6,086.75	3.00%	30 days
N-6018367	1	2 yr BLK2GO PULSE CCP Gold	\$14,660.00	\$14,220.20	3.00%	30 days
N-6018368	1	3 yr BLK2GO PULSE CCP Gold	\$22,000.00	\$21,340.00	3.00%	30 days
N-6018369	1	5 yr BLK2GO PULSE CCP Gold	\$37,950.00	\$36,811.50	3.00%	30 days
N-6018370	1	1yr Ext. BLK2GO PULSE CCP Gold	\$9,925.00	\$9,627.25	3.00%	30 days
N-6017367	1	1 yr BLK2FLY Laser Scanner CCP Basic	\$725.00	\$703.25	3.00%	30 days
N-6017368	1	2 yr BLK2FLY Laser Scanner CCP Basic	\$1,300.00	\$1,261.00	3.00%	30 days
N-6017369	1	3 yr BLK2FLY Laser Scanner CCP Basic	\$1,830.00	\$1,775.10	3.00%	30 days
N-6017370	1	5 yr BLK2FLY Laser Scanner CCP Basic	\$3,050.00	\$2,958.50	3.00%	30 days
N-6017371	1	1 yr BLK2FLY Laser Scanner CCP Blue	\$3,325.00	\$3,225.25	3.00%	30 days
N-6017372	1	2 yr BLK2FLY Laser Scanner CCP Blue	\$5,950.00	\$5,771.50	3.00%	30 days
N-6017373	1	3 yr BLK2FLY Laser Scanner CCP Blue	\$8,380.00	\$8,128.60	3.00%	30 days
N-6017374	1	5 yr BLK2FLY Laser Scanner CCP Blue	\$13,950.00	\$13,531.50	3.00%	30 days
N-6017375	1	2 yr BLK2FLY Laser Scanner CCP Bronze	\$4,650.00	\$4,510.50	3.00%	30 days
N-6017376	1	3 yr BLK2FLY Laser Scanner CCP Bronze	\$7,830.00	\$7,595.10	3.00%	30 days
N-6017377	1	5 yr BLK2FLY Laser Scanner CCP Bronze	\$14,350.00	\$13,919.50	3.00%	30 days
N-6017378	1	1 yr Ext. BLK2FLY Laser Scanner CCP Bronze	\$4,425.00	\$4,292.25	3.00%	30 days
N-6017379	1	1st yr BLK2FLY Laser Scanner CCP Silver	\$3,325.00	\$3,225.25	3.00%	30 days
N-6017380	1	2 yr BLK2FLY Laser Scanner CCP Silver	\$9,300.00	\$9,021.00	3.00%	30 days
N-6017381	1	3 yr BLK2FLY Laser Scanner CCP Silver	\$14,380.00	\$13,948.60	3.00%	30 days
N-6017382	1	5 yr BLK2FLY Laser Scanner CCP Silver	\$25,250.00	\$24,492.50	3.00%	30 days
N-6017383	1	1 yr Ext. BLK2FLY Laser Scan. CCP Silver	\$7,025.00	\$6,814.25	3.00%	30 days
N-6017384	1	1st yr BLK2FLY Laser Scanner CCP Gold	\$5,475.00	\$5,310.75	3.00%	30 days
N-6017385	1	2 yr BLK2FLY Laser Scanner CCP Gold	\$13,150.00	\$12,755.50	3.00%	30 days
N-6017386	1	3 yr BLK2FLY Laser Scanner CCP Gold	\$19,830.00	\$19,235.10	3.00%	30 days

Item #	Qty	Description	List Price	Contract Price	Discount %	Approx. Delivery Window
N-6017387	1	5 yr BLK2FLY Laser Scanner CCP Gold	\$34,300.00	\$33,271.00	3.00%	30 days
N-6017388	1	1 yr Ext. BLK2FLY Laser Scan. CCP Gold	\$9,175.00	\$8,899.75	3.00%	30 days

Trainings

N-5311243	1	Virt.Trng. At learn.leicaids.com 1-2 PPL	\$520.00	\$504.40	3.00%	30 days
N-5311244	1	Virt.Trng. At learn.leicaids.com 3-5 PPL	\$1,045.00	\$1,013.65	3.00%	30 days
N-5311245	1	Virt.Trng. At learn.leicaids.com 6+ PPL	\$1,570.00	\$1,522.90	3.00%	30 days
N-5311246	1	4 Days On-Site Training	\$7,350.00	\$7,129.50	3.00%	30 days
N-5311247	1	2 Days On-Site Training	\$4,200.00	\$4,074.00	3.00%	30 days
N-6015725	1	1 Year BLK SMART Plan Basic	\$1,315.00	\$1,275.55	3.00%	30 days
N-6017426	1	1 Year TLS SMART Plan Basic	\$1,580.00	\$1,532.60	3.00%	30 days
N-6017427	1	1 Year TLS SMART Plan Plus	\$2,370.00	\$2,298.90	3.00%	30 days
N-6017428	1	1 Year TLS SMART Plan Pro	\$3,155.00	\$3,060.35	3.00%	30 days
N-6017429	1	1 Year TLS SMART Plan Deluxe	\$9,720.00	\$9,428.40	3.00%	30 days
N-6017430	1	1 Year PSG SMART Plan Basic	\$2,890.00	\$2,803.30	3.00%	30 days
N-6017431	1	1 Year PSG SMART Plan Plus	\$4,200.00	\$4,074.00	3.00%	30 days
N-6017432	1	1 Year PSG SMART Plan Pro	\$7,090.00	\$6,877.30	3.00%	30 days
N-6017433	1	1 Year PSG SMART Plan Deluxe	\$14,440.00	\$14,006.80	3.00%	30 days

DATA SECURITY REQUIREMENTS

- (a) **SECURITY COMPLIANCE.** Where required, Contractor is responsible for establishing an information security program and maintaining physical, technical, administrative, and organizational safeguards, that comply with: (a) applicable industry standards and guidelines; (b) American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1; and (c) Washington State Office of Chief Information Officer (OCIO) Policy 141.10 – *Securing Information Technology Assets Standards* located at <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>.
- (b) **ANNUAL SECURITY CERTIFICATIONS.** Where required, Contractor will, at the commencement of this Contract and annually thereafter provide Enterprise Services the following reports and certifications: (a) AICPA Statement of Standards for Attestation Engagement (SSAE) No. 18 SOC 1 Type II fiscal year cycle audit report; (b) SOC 2 Type I report in accordance with AICPA AT 101; and (c) attestation that Contractor's Services are in compliance with OCIO Security Policy 141.10 – *Securing Information Technology Assets Standards*. Enterprise Services may accept, at its sole discretion, alternative reports, audits or reporting formats which Enterprise services determines to be equivalent or better to the reports and certifications described herein.
- (c) **DATA BREACH.** Where required, Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Enterprise Services' Data by an unauthorized party ("Data Breach"), Contractor shall notify Enterprise Services by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with Enterprise Services.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to RCW 19.255.010 and [RCW 42.56.590](#). Where notifications are required to the public or regulators, Contractor shall coordinate and cooperate with Enterprise Services in the development of a communication plan, and promptly and at no cost, provide advance copies of any notifications for Enterprise Services review before disseminating. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall

assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by Enterprise Services in responding to or recovering from the Data Breach.

- (d) TECHNICAL EXAMINATION AND AUDIT. Upon advance written request, Contractor agrees that Enterprise Services or its designated representative shall have reasonable access to Services purchased by Enterprise Services under this contract, its operational documentation, records and databases, including online inspections. The online inspection shall allow Enterprise Services, its authorized agents, or a mutually acceptable third party hired by Enterprise Services, to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:

- 1) Operating system/network vulnerability scans;
- 2) Web application vulnerability scans;
- 3) Database application vulnerability scans; and
- 4) Any other scans to be performed by Enterprise Services or representatives on behalf of Enterprise Services.

Contractor shall allow Enterprise Services reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Contract and Enterprise Services' Data, at no cost to Enterprise Services. After any significant Data loss, specific to data stored within the Services platform, or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized third party perform an information security audit. This does not apply to data loss resulting from interruptions in the Services stemming from Enterprise Services' computers, network hardware, internet connectivity, or other elements owned or controlled by Enterprise Services that are reasonably required to use Services. The audit results shall be shared with Enterprise Services within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide Enterprise Services with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

24823 Leica Geosystems Coop. Purchasing Agreement

Final Audit Report

2024-08-08

Created:	2024-08-07
By:	Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-sHINmGA3e8DDIWdH0jyX1fpak-Yw77f

"24823 Leica Geosystems Coop. Purchasing Agreement" History

-  Document created by Brad Strinfellow (Brad.Stringfellow@des.wa.gov)
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Agreement completed.

2024-08-08 - 0:08:48 AM GMT



Adobe Acrobat Sign



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Consideration of Approval of RFP- #552-25 to Furnish Electronic Third-Party Billing Services for Emergency Medical Services and Recommendation to Accept the Proposal of EMS MC

DEPT OF ORIGIN: Fire

DATE SUBMITTED: 9/26/2024

SUBMITTED BY: Mark Doporto, Fire Chief

Summary:

The City of Hobbs solicited proposals to provide electronic third-party billing services for emergency medical services (ambulance billing). The scope of the proposal consisted of, but not limited to: preparing and submitting accurate and complete insurance claims electronically to include, but not limited to, Medicare, Medicaid, and any other applicable carriers including both commercial and private insurances; verification and missing information for follow up; prepare and mail invoices to patients responsible for co-pays and/or deductibles, private pay, and uninsured patients; provide the City of Hobbs with reconciled monthly receivables showing beginning balances, charges, adjustments, collections, and ending balances; and provide training to EMS staff and the Finance Department.

The City of Hobbs advertised in the Hobbs News-Sun on September 13, 2024 and posted the proposal on the City website. The City of Hobbs received one proposal. An evaluation team consisting of Christopher Henry, Training Chief; Carmen Zaragoza, EMS Billing Specialist; and Shelia Baker, General Service Director, evaluated the proposal and scored EMS MC as the highest-rated proposer. It is recommended for the City of Hobbs to enter into a contract with EMS MC if RFP 552-25 is awarded.

Fiscal Impact:

The fiscal impact of this service would be 5.55% commission on collections. The 4-year history of collections is as follows:

Fiscal year 2024 - \$2,464,062.53

Fiscal year 2023 – \$2,043,297.93

Fiscal year 2022 – \$1,569,312.85

Fiscal year 2021 – \$1,596,650.70

The budgeted amount for this service is currently set at \$120,000.00 with anticipated future BAR adjustments will need to be made as it relates to collections.

Attachments:

Copy of Score Sheet for RFP 552-25

Recommendation:

Staff recommends awarding RFP#552-25 to EMS MC.

Approved By:

Mark Doporto, Fire Chief	9/26/2024
Toby Spears, Finance Director	9/27/2024
Valerie Chacon, City Attorney	9/27/2024
Manny Gomez, City Manager	9/30/2024

RFP No. 552-25 TOTAL SCORE SHEET

ELECTRONIC THIRD-PARTY BILLING SERVICES FOR EMERGENCY MEDICAL SERVICES (AMBULANCE) BILLING

Bidder EMS /MC

MAX POINTS	A	B	C
Written narrative statement describing proposer's organization data, including size, billable volume, structure of the company and overall EXS/Fire billing experience.	20	20	20
A description of the Proposer's history in providing the required services. A description of the method and plan for providing the service described herein.	20	20	20
Listing of the Proposer's management and staff personnel to be used for this project detailing qualifications and current experience relative to the services described herein.	15	15	15
Detailed description of current technology employed to provide increased revenue and access to client specific financial data.	15	15	15
A written non-binding estimate of the cost to provide these services. (Current City of Hobbs annual run volume and billed revenue is approximately 5,068 runs and \$3,500,000 frspectively)	20	20	20
Resident Bidder/Veterans Preference	10	0	0
Totals	100	90	90

EMS/ MC FINAL SCORING TOTALS

90



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Resolution No. 7547 - Approving New Housing Incentives and Fair Share Unit Prices for Calendar Year 2024-2025

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/25/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

The Market Rate Multi-family & Single-family Unit Production Incentive & Public Participation Infrastructure Extension DA Policy, as presented herein, is based upon past Development Agreements and Programs approved and adopted by the Commission. In 2021-2022, the Housing Incentive program was reduced from a maximum of \$10,000 to \$5,000 per unit for single-family housing, but the current policy increases the maximum incentive back to \$10,000 per unit.

Staff has evaluated the unit prices and incentives that were presented to the Planning Board on September 17th for recommendation on the infrastructure base unit prices, alternative incentives for in-fill housing within the City of Hobbs and expanding the program outside City Limits where City infrastructure is installed. If approved, the Maximum incentive for single housing unit would be \$15,000 and \$17,000 for infill housing units. The Planning Board approved 6-0

Fiscal Impact:

Budget No.: 22-4022-44901-00387

Available: \$3,163,056

Lea County Funding: \$5,600,000

Current Housing production: 140 new units / yr

Housing Incentive expenditures: \$2.1M in 12 months at the increased incentive

Attachments:

(10-7-24) Revised Housing Incentive Policy - RESO

(24 09-30) REVISED 24-25 MRMSFMIRI & PPIEDA Policy - FINAL

Recommendation:

Consider the approval of the Resolution and Housing and Public Infrastructure Policy for 2024-2025

Approved By:

Todd Randall, Assistant City Manager 9/30/2024

Toby Spears, Finance Director 9/30/2024

Valerie Chacon, City Attorney

9/30/2024

Manny Gomez, City Manager

9/30/2024

CITY OF HOBBS

RESOLUTION NO. 7547

A RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY & SINGLE-FAMILY HOUSING MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE & PUBLIC PARTICIPATION INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT POLICY FOR CALENDAR YEAR 2024-2025.

WHEREAS, the City of Hobbs recognizes the need for an adequate supply of market rate multi-family and single-family housing units; and

WHEREAS, the City of Hobbs also recognizes the negative impacts that an inadequate supply of market rate rental and single-family housing units has on the local and regional economy; and

WHEREAS, the City of Hobbs also recognizes the need to install public infrastructure in strategic areas to aid in the orderly growth of commercial/residential development that provides a larger community benefit; and

WHEREAS, the City of Hobbs finds that the production of market rate multi-family and single-family housing units and the strategic extension of public infrastructure is in the best interest of the Municipality.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs hereby approves and adopts Market Rate Multi-family & Single-family Housing Municipal Infrastructure Reimbursement Incentive & Public Participation Infrastructure Extension Development Agreement Policy for Calendar year 2024- 2025, as attached hereto and made part of this resolution.

PASSED, ADOPTED AND APPROVED this 7th day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Revised October 7th, 2024
Fiscal Year 2024-2025
Market Rate Multi-Family & Single-Family Housing
Municipal Infrastructure Reimbursement Incentive &
Public Participation Infrastructure Extension
Development Agreement Policy

Housing Incentive Policy:

1. **Yearly Program Budget:** City Commission will determine funding levels for this policy and may increase or decrease levels from time to time.
2. **Development Agreement:** Encumbrances over \$30,000 shall be approved by the City Commission. The City Manager may enter into Development agreements of \$30,000 or less.
3. **Incentives** are available for public municipal infrastructure only both inside and outside City Limits, providing compliance with:
 - a. Incentive not to exceed per square footage basis:
 - i. \$20.00 per sq. ft. in an in-fill areas
 - ii. \$15.00 per sq. ft. in new residential areas
 - iii. Calculation based on living area only
 - b. Incentive not to exceed per unit basis:
 - i. \$17,000.00 per single family unit within an in-fill area
 - ii. \$15,000.00 per single family unit
 - iii. \$7,500 per multi-family unit
 - c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. **\$255.00 per lineal front footage** of complete public infrastructure, and further broken down as follows:
 1. **Water (\$45.00 / lf):**
 - a. Forty-Five dollars (\$45.00) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer (\$50.00 / lf):**
 - a. Fifty dollars (\$50.00) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street (\$125.00 / lf):**
 - a. One Hundred Twenty-Five dollars (\$125.00) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as defined within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk: (\$35.00 / lf):**
 - a. Thirty-five dollars (\$35.00) per equivalent front foot of lot to which sidewalk is provided;

4. **Market Rate Single Family Development Agreement:** Development Agreement not to exceed \$300,000.00. A Developer holding an active DA shall be required to complete no less than 75% of the DA prior to requesting a new Incentive Development Agreement. The term for any DA shall be limited to 12 months, unless otherwise approved by the City Commission. Funds to be disbursed after issuance of Certificate of Occupancies per unit.
5. **Market Rate Multi-Family Development Agreement:** Development Agreement not to exceed \$250,000.00 nor be less than \$20,000.00. The term for any DA shall be limited to 18 months, unless otherwise approved by the City Commission. Funds to be disbursed after issuance of Final Certificate of Occupancy.
6. **Infill Area** – A residential area with vacant lots in a named subdivision originally built a minimum of 30 years earlier. Infill area will be eligible for housing incentive program with the additional incentive
 - a. No Utility Assessment Fees, if applicable
 - b. No Building Permit Fees
 - c. Reimbursement of water meter and tap fees up to \$2,000
 - d. City Manager may sign Development agreement for in-fill areas and not restricted to the number of units built. An eligible in-fill development can be one developed unit.

Public Participation Infrastructure Extension Development Agreement Policy:

1. **Yearly Program Budget:** City Commission will determine funding levels for this policy and may increase or decrease levels from time to time.
2. **Development Agreement:** May only be considered for Thoroughfares greater than a Minor Residential as specified in the City of Hobbs Major Thoroughfare Plan. Utility only extensions shall be compliant with the Utility Service Policy as adopted. Any public participation for the extension of Public Infrastructure shall be approved by the City Commission by Resolution and the Development Agreement shall specify City's participation maximum and any associated infrastructure assessment terms.
3. **Fair Share Participation:** In areas where the property owner does not have beneficial use of both sides of a roadway / utility corridor, the City Commission may consider public participation for new public infrastructure up to 50% of the base infrastructure requirements and any eligible oversize participation.
4. **Gap Participation:** In areas where there is a Gap in infrastructure to serve a proposed development, the City may participate 100% of the base infrastructure requirements and any eligible oversize participation based on unit prices established in the policy or by the City Engineer. Any costs above the base infrastructure unit prices will be the responsibility of the developer.
5. **Public Participation:** Infrastructure located wholly within Developers holdings giving Developer beneficial use of both sides of Infrastructure may receive public participation not to exceed base infrastructure costs or 50% of actual certified costs, whichever is less. Public participation may be recouped via future assessment triggered either by subdivisions or development adjacent thereto.
6. **Oversize Participation:** The City may require and participate in the oversize of public infrastructure above the minimum base infrastructure.
7. **Base Infrastructure:** The minimum base roadway width is 37' back of curb to back of curb (Minor Residential Roadway Section), minimum base utility is 8" water and 8" sewer and base trench depth up to 10'. Any public requirement above the minimums will be paid 100% by the public based on adopted unit prices (see attached Exhibit A).
8. **Maximum Participation:** An Infrastructure Participation Development Agreement should not exceed \$1,000,000.00 nor be less than \$10,000.00.
9. **Engineer of Record:** Engineer of Record Certification and Dedications must be in place prior to or occur concurrently with disbursement.

Exhibit A – Unit Prices

Public Infrastructure - Development Agreement Unit Price Housing Incentive - Unit Prices

Participation Costs	Unit Prices	
8" Water	\$ 90.00	
8" Sewer	\$ 100.00	
Roadway (37')	\$ 190.00	
Curb & Gutter	\$ 30.00	
5' Sidewalk (4" Thick)	\$ 35.00	
Water Service & Meter	\$ 2,000.00	Infill only

Oversize / Over Depth Unit Costs	Unit Prices
8" Water to 10" Water	\$ 15.00
8" Sewer to 10" Sewer	\$ 10.00
8" Water to 12" Water	\$ 30.00
8" Sewer to 12" Sewer	\$ 20.00
8" Sewer 10' to 15' Deep	\$ 7.00
8" Sewer 15' to 20' Deep	\$ 30.00
10" Sewer 10' to 15' Deep	\$ 7.00
10" Sewer 15' to 20' Deep	\$ 40.00
12" Sewer 10' to 15' Deep	\$ 9.00
12" Sewer 15' to 20' Deep	\$ 50.00
Roadway - 1' wide addition (3" HMS / 8" Base)	\$ 4.00
37' Roadway 2" HMA / 6" Base to 3" HMA / 8" Base	\$ 30.00



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Consideration of Approval of Bid #1613-25 for the Annual Water Meter Changeout Project and Recommendation to Accept the Bid of RTS Water Solutions, LLC, in the Amount of \$764,025.22

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 9/24/2024

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

The Annual Water Meter Changeout Project, bid #1613-25, was advertised on September 1, 2024. Two (2) bids were received with one bid from Professional Meters, INC and the second bid from RTS Water Solutions, LLC. After analyzing both bids received, the bid from RTS Water Solutions, LLC was deemed the lowest bid received for this indefinite quantity project at \$764,025.22. The Professional Meters, Inc bid was \$853,339.66.

Fiscal Impact:

\$764,025.22 (Not Incl. NMGRT)

The Annual Water Meter Changeout Project is funded through the Utilities FY24-25 Enterprise Fund 61-4061-44901-00091.

Attachments:

Annual Meter Changeout Project Bid Comparison
RTS Water Bid 2024
Professional Meters Bid 2024

Recommendation:

Award Bid #1613-25 Annual Water Meter Changeout Project, including Bid Alternate #1, to RTS Water Solutions, LLC of Gambrills, MD in the amount of \$764,025.22 (NMGRT not included).

Approved By:

Tim Woomer, Utilities Director	9/24/2024
Toby Spears, Finance Director	9/26/2024
Valerie Chacon, City Attorney	9/26/2024
Manny Gomez, City Manager	9/26/2024

Annual Water Meter Changeout Project Bid Comparison

BASE BID				
NO.	DESCRIPTION	UNIT	RTS SOLUTIONS, LLC.	PROFESSIONAL METERS, INC.
1	Remove 5/8" water meter and replace with 3/4" water meter.	EACH	\$100.19	\$76.51
2	Remove 1" water meter and replace with 3/4" water meter.	EACH	\$100.19	\$83.70
6	GPS all meters locations, and meter numbers, ect., and provide all information in the designated electronic format.	EACH	INCLUDED	\$2.88
7	Mobilization	EACH	INCLUDED	\$4.55
BID ALTERNATE				
1	Water Service/Lateral Description; identify the pipe type and size of the City of Hobbs and Customer's Service Lateral	EACH	\$8.63	\$35.94
TOTAL INSTALLED PRICES (Not Including NMGR)				
● 5/8" to 3/4"	EACH	\$108.82	\$119.88	
● 1" to 3/4"	EACH	\$108.82	\$127.07	
● 5/8" to 3/4"	5399	\$587,519.18	\$647,232.12	
● 1" to 3/4"	1622	\$176,506.04	\$206,107.54	
● Total Projected Cost		\$764,025.22	\$853,339.66	

ANNUAL METER CHANGEOUT COUNT

● 5/8" Meters	5399
● 1" Meters	1622
● 2" Meters	236
● 3" Meters	3
● 4" Meters	21
● 6" Meters	8
● 8" Meter	1

SECTION 3 - BID FORM (Lump Sum Contract)

Bid No. BID #1613-25

PLACE: City of Hobbs Finance Department
City Hall
200 E. Broadway
Hobbs, New Mexico 88240

DATE: 9/13/2024

Bid of RTS Water Solutions, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Delaware to the City of Hobbs (hereinafter called "OWNER").

ANNUAL WATER METER CHANGEOUT PROJECT:

The Bidder, in compliance with your invitation for bids for construction of the Project, having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby proposes to furnish all labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

1. Advertisement for bids dated **September 1 , 2024.**
2. The contract documents, including General Conditions, Project Description and Special Conditions prepared by **The City of Hobbs.**

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed by the Owner and to fully complete the project within time frame specified in Section 7 – Contract. Bidder further agrees to pay as liquidated damages, as stated in Section 7 – Contract.

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

1. By the signing of this Bid Proposal, the Bidder hereby attests that all subcontractors and suppliers he intends on using on this Project (Base Bid and any Alternates) meet or exceed all requirements (including Prior Approval - **A MINIMUM OF 10 DAYS BEFORE BID DATE - SEE Information for Bidders, for more on Prior Approvals**) and

qualifications for their respective portions of the Work as set forth in the Project Manual and the Drawings.

2. The Bidder must include in his Bid the costs of all tests.
3. The Bidder acknowledges receipt of the following Addenda: No Addenda were issued
4. FW **Initial** in acknowledgment of the following: Bidder understands that the Owner reserves the right to reject any or all bids, to accept any bid, and to waive any and all formalities or technicalities.
5. FW **Initial** in acknowledgment of the following: Attached (on bidders' letterhead) as part of this Bid Form, is the Bidders statement acknowledging if any asbestos containing materials will be used in the construction of this project and listing what said materials are and what percent they contain asbestos.
6. FW **Initial** in acknowledgment of the following: CONTRACT CLOSE-OUT - The Bidder acknowledges all warranties/guarantees addressed in the Bid Documents and agrees to fulfill their commitment of same. Bidder understands the ramifications involved if the Close-Out portion of the work is not completed within 4-months. See #30 in Information for Bidders for more information.
7. FW **Initial** in acknowledgment of the following: WARRANTIES SUBMITTALS - The Bidder agrees to submit copies of all manufacture warranties along with the other submittals (as specified in Division 1, Para. 1.5).
8. FW **Initial** in acknowledgment of the following: Bidder acknowledges the Modification Allowance and understands the stipulations thereof.
9. FW **Initial** in acknowledgment of the following: Bidder agrees that this Bid will be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.
10. FW **Initial** in acknowledgment of the following: Bidder understands and will comply with the following. Page 2 of each Pay Request will now contain a separate Line Item to address the Close-Out portion of the project. SEE #26 in Information for Bidders for more information.
11. FW **Initial** in acknowledgment of the following: Bidder understands and will comply with the ramifications involved if the Architect has to perform more than two Project Reviews to determine 'final completion' of the project. SEE 9.10 & 9.11 in Supplementary General Conditions for detailed information.

PART 1 – BID

BASE BID FOR: Annual Water Meter Changeout Project as prepared by The City of Hobbs. For all Base Bid work described in the Contract Documents Bidder agrees to perform this work for the sum(s) of:

BASE BID: \$ 642,158.44

Six hundred forty two thousand, one hundred fifty eight dollars and forty four cents *(Written Bid Price)*

IMPORTANT Modification allowances shall be included in the Base Bid and all alternates, as applicable. In the event modifications are not requested or the sum used is less than the allowances shown, the remainder of the allowance will be returned to the Owner. See SECTION 01020 for further information and clarifications.

CONSTRUCTION TIME: The Bidder hereby agrees to complete all work in the Contract Documents to a point of Substantial Completion no later than 270 **calendar days** from the date set forth in the written Notice to Proceed, issued by the Architect.

UNIT PRICES: The undersigned agrees that the following unit prices shall determine the value of extra work or changes, as applicable. The unit prices shall be considered complete including all material and equipment, labor, installation costs, and overhead costs, and shall be used uniformly for either additions or deductions to the work:

BASE BID - WATER METER INSTALLATION

	<i>DESCRIPTION</i>		<i>UNIT</i>	<i>UNIT</i>	<i>TOTAL</i>
<i>NO.</i>			<i>QTY</i>	<i>PRICE</i>	<i>COST</i>
1	Remove 5/8" water meter and replace with 3/4" water meter, complete and in place		5,500 Each	\$ 100.19	\$ 551,045.00
2	Remove 1" water meter and replace with 3/4" water meter, complete and in place		400 Each	\$ 100.19	\$ 40,076.00
3	Remove and replace 2" water meters, complete and in place		100 Each	\$ 509.08	\$ 50,908.00
4	Remove and replace water meter boxes, as directed by the City of Hobbs, complete and in place		1 Each	\$ 122.97	\$ 122.97
5	Remove and replace meter box lids, as directed by City of Hobbs, complete and in place		1 Each	\$ 6.47	\$ 6.47
6	GPS all meter locations, and meter numbers, etc., and provide all information in the designated electronic format.		6,000 Each	Included w/ install	\$ -
TOTAL BID PRICE – BASE BID					\$ 642,158.44

BID ALTERNATE ONE

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>UNIT</i>	<i>TOTAL</i>
<i>NO.</i>		<i>QTY</i>	<i>PRICE</i>	<i>COST</i>
1	Water Service/Lateral Description; Identify the pipe type and size of the City of Hobbs' and Customer's water service/lateral and provide all information in the designated electronic format.	6,000 Each	\$ 8.63	\$ 51,780.00
TOTAL BASE BID PLUS BID ALTERNATE ONE				\$ 693,938.44

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

Receipt of Addenda to be acknowledged

Addendum No. N/A Date N/A

Addendum No. Date

Addendum No. Date

Addendum No. Date

The Bid is hereby respectfully submitted by:

RTS Water Solutions, LLC

Name of Bidder

 9/13/2024

By (Signature)

Date

(SEAL) if Bid is by Corp.

Francis Wheeler, Chief Operating Officer

Printed Name & Title

New Mexico Contractor's
License Number

381692

750 MD Route 3 South, Suite 19

Address

Gambrills, MD

21054

City & State

Zip

New Mexico Contractor's
Resident Bidder's Preference
Number

N/A

800-929-5834

Telephone Number

New Mexico Contractor's

Resident Veterans Preference
Number

N/A

Workforce Solutions Registration Number

27215479892017

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

SECTION 3 - BID FORM (Lump Sum Contract)

Bid No. BID #1613-25

PLACE: City of Hobbs Finance Department
City Hall
200 E. Broadway
Hobbs, New Mexico 88240

DATE: 09/19/2024

Bid of PROFESSIONAL METERS, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of ILLINOIS to the City of Hobbs (hereinafter called "OWNER").

ANNUAL WATER METER CHANGEOUT PROJECT:

The Bidder, in compliance with your invitation for bids for construction of the Project, having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby proposes to furnish all labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

1. Advertisement for bids dated September 1 , 2024.
2. The contract documents, including General Conditions, Project Description and Special Conditions prepared by **The City of Hobbs**.

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed by the Owner and to fully complete the project within time frame specified in Section 7 – Contract. Bidder further agrees to pay as liquidated damages, as stated in Section 7 – Contract.

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

1. By the signing of this Bid Proposal, the Bidder hereby attests that all subcontractors and suppliers he intends on using on this Project (Base Bid and any Alternates) meet or exceed all requirements (including Prior Approval - **A MINIMUM OF 10 DAYS BEFORE BID DATE - SEE Information for Bidders, for more on Prior Approvals**) and

qualifications for their respective portions of the Work as set forth in the Project Manual and the Drawings.

2. The Bidder must include in his Bid the costs of all tests.
3. The Bidder acknowledges receipt of the following Addenda:
4. YPC **Initial** in acknowledgment of the following: Bidder understands that the Owner reserves the right to reject any or all bids, to accept any bid, and to waive any and all formalities or technicalities.
5. YPC **Initial** in acknowledgment of the following: Attached (on bidders' letterhead) as part of this Bid Form, is the Bidders statement acknowledging if any asbestos containing materials will be used in the construction of this project and listing what said materials are and what percent they contain asbestos.
6. YPC **Initial** in acknowledgment of the following: CONTRACT CLOSE-OUT - The Bidder acknowledges all warranties/guarantees addressed in the Bid Documents and agrees to fulfill their commitment of same. Bidder understands the ramifications involved if the Close-Out portion of the work is not completed within 4-months. See #30 in Information for Bidders for more information.
7. YPC **Initial** in acknowledgment of the following: WARRANTIES SUBMITTALS - The Bidder agrees to submit copies of all manufacture warranties along with the other submittals (as specified in Division 1, Para. 1.5).
8. YPC **Initial** in acknowledgment of the following: Bidder acknowledges the Modification Allowance and understands the stipulations thereof.
9. YPC **Initial** in acknowledgment of the following: Bidder agrees that this Bid will be good and may not be withdrawn for a period of 30 days after the scheduled closing time for receiving bids.
10. YPC **Initial** in acknowledgment of the following: Bidder understands and will comply with the following. Page 2 of each Pay Request will now contain a separate Line Item to address the Close-Out portion of the project. SEE #26 in Information for Bidders for more information.
11. YPC **Initial** in acknowledgment of the following: Bidder understands and will comply with the ramifications involved if the Architect has to perform more than two Project Reviews to determine 'final completion' of the project. SEE 9.10 & 9.11 in Supplementary General Conditions for detailed information.

PART 1 – BID

BASE BID FOR: Annual Water Meter Changeout Project as prepared by The City of Hobbs. For all Base Bid work described in the Contract Documents Bidder agrees to perform this work for the sum(s) of:

BASE BID: \$ \$529,042.13* *calculated with estimated quantities

five hundred twenty nine thousand forty two dollars and thirteen cents (*Written Bid Price*)

IMPORTANT Modification allowances shall be included in the Base Bid and all alternates, as applicable. In the event modifications are not requested or the sum used is less than the allowances shown, the remainder of the allowance will be returned to the Owner. See SECTION 01020 for further information and clarifications.

CONSTRUCTION TIME: The Bidder hereby agrees to complete all work in the Contract Documents to a point of Substantial Completion no later than 215 **calendar days** from the date set forth in the written Notice to Proceed, issued by the Architect.

UNIT PRICES: The undersigned agrees that the following unit prices shall determine the value of extra work or changes, as applicable. The unit prices shall be considered complete including all material and equipment, labor, installation costs, and overhead costs, and shall be used uniformly for either additions or deductions to the work:

BASE BID - WATER METER INSTALLATION

	<i>DESCRIPTION</i>		<i>UNIT</i>	<i>UNIT</i>	<i>TOTAL</i>
<i>NO.</i>			<i>QTY</i>	<i>PRICE</i>	<i>COST</i>
1	Remove 5/8" water meter and replace with 3/4" water meter, complete and in place		Each	\$ \$76.51	\$ _____
2	Remove 1" water meter and replace with 3/4" water meter, complete and in place		Each	\$ \$83.70	\$ _____
3	Remove and replace 2" water meters, complete and in place		Each	\$ \$343.61	\$ _____
4	Remove and replace water meter boxes, as directed by the City of Hobbs, complete and in place		Each	\$ \$215.63	\$ _____
5	Remove and replace meter box lids, as directed by City of Hobbs, complete and in place		Each	\$ \$21.56	\$ _____
6	GPS all meter locations, and meter numbers, etc., and provide all information in the designated electronic format.		Each	\$ \$2.88	\$ _____
7	MOBILIZATION	1	EACH	\$25,000.00	
	TOTAL BID PRICE – BASE BID				\$ _____

BID ALTERNATE ONE

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>UNIT</i>	<i>UNIT</i>	<i>TOTAL</i>
<i>NO.</i>		<i>QTY</i>	<i>PRICE</i>	<i>COST</i>
1	Water Service/Lateral Description; Identify the pipe type and size of the City of Hobbs' and Customer's water service/lateral and provide all information in the designated electronic format.	Each	\$ \$35.94	\$ _____
TOTAL BASE BID PLUS BID ALTERNATE ONE				\$ _____

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

Receipt of Addenda to be acknowledged

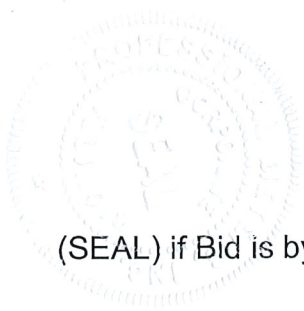
Addendum No. _____ Date _____.

Addendum No. _____ Date _____.

Addendum No. _____ Date _____.

Addendum No. _____ Date _____.

The Bid is hereby respectfully submitted by:



(SEAL) if Bid is by Corp.

New Mexico Contractor's
License Number

91309

New Mexico Contractor's
Resident Bidder's Preference
Number

New Mexico Contractor's

Resident Veterans Preference
Number

PROFESSIONAL METERS INC
Name of Bidder

John R Cummings 09/17/2024
By (Signature) Date

JOHN CUMMINGS, VICE PRESIDENT
Printed Name & Title

3605 N STATE ROUTE 47, SUITE E
Address

MORRIS, IL 60450
City & State Zip

815-942-7000
Telephone Number

Workforce Solutions Registration Number

PMI registered on 9/17/24

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

attest: John R Cummings
SECRETARY



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Resolution No. 7548 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (210 West Marland)

DEPT OF ORIGIN: Police

DATE SUBMITTED: 9/26/2024

SUBMITTED BY: Jessica Silva, Community Services Superintendent

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified properties which present health, life and safety hazards, which warrant remediation. The properties are in dire need of repair. The property located at 210 W. Marland is ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the property.

Fiscal Impact:

The demolition and clean-up of these properties will cost approximately \$93,198.00 The current budget in the "Professional Services" line item of the Community Services Budget (010209-42601) is approximately \$114,768.02.

Attachments:

RESOLUTION APPROVING CONDEMNATION-FINAL DRAFT
ATTACHMENT A FOR COMMISSION SUBMITTAL 10-7-2024-(MARLAND)
POWERPOINT FOR COMMISSION MEETING OCTOBER 7 2024

Recommendation:

Motion to approve the resolution.

Approved By:

August Fons, Police Chief	9/26/2024
Toby Spears, Finance Director	9/26/2024
Valerie Chacon, City Attorney	9/26/2024
Manny Gomez, City Manager	9/26/2024

CITY OF HOBBS

RESOLUTION NO. 7548

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

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 7th day of October, 2024

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition/ Cleanup
1	210 W. Marland Hobbs, Lea County, NM, 88240 *Lots Thirteen (13) to Twenty-two (22), Block Seventy-nine (79), Original Hobbs Addition to the City of Hobbs, Lea County, New Mexico as reference on that certain amended Plat filed May 9, 1930. *Excluding the Restaurant located on the property.	Creed, Lonnie & Claudia La Posada Motel DBA	202 E. Llano Hobbs, NM, 88240 210 W. Marland Hobbs, NM, 88240	\$93,198.00

CONSIDERATION FOR CONDEMNATIONS

Commission Meeting: October 7, 2024

210 W. MARLAND



- ④ Condemnation process began July 2024.
- ④ Condemnation will include 7 Structures on the property. *Excluding the Restaurant.
- ④ Have been in contact with owner & multiple contractors.
- ④ No permits have been pulled to abate or remodel property.
- ④ None of the areas have been boarded, squatters in and out of rooms.
- ④ Problematic area for HFD & HPD.



- ④ Some areas of the property have extensive fire damage.
- ④ Structures are severely dilapidated and show an extreme lack of maintenance, and it would take major remodeling to bring these structures up to code.
- ④ The roofing system is missing shingles in several areas around the property to the extent that bare roof sheathing (wood) is exposed to the elements and is possibly leaking in several attic areas above the individual units. The roof has several areas that are sagging and need to be repaired.
- ④ The exterior walls in some areas are bowed out leading to believe the interior wall studs are damaged.
- ④ Several windows are broken or missing and some windows have window ACs which defeats the egress of the sleeping areas in these individual units, unless the rooms are open and the front door will be the egress in case of emergencies.















QUESTIONS?





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Resolution No. 7549 - Rescinding Condemnation on Certain Properties (614 East Main)

DEPT OF ORIGIN: Police

DATE SUBMITTED: 9/26/2024

SUBMITTED BY: Jessica Silva, Community Services Superintendent

Summary:

The City of Hobbs is proposing a Resolution to rescind condemnation of certain properties. These properties were previously condemned, but are no longer ruined, damaged, dilapidated and a menace to public comfort, health and safety. Pursuant to Section 8.24.010 of the Hobbs Municipal Code, the City of Hobbs may condemn a property if it is determined ruined, damaged, dilapidated and a menace to public comfort, health and safety and require such properties to be removed. The properties listed in attachment "A" have all been demolished or renovated, therefore, rendering the properties in compliance with the Hobbs Municipal Code. This Resolution will rescind the condemnation designation from the properties described in attachment "A", for they are no longer ruined, damaged, dilapidated, or a menace to public comfort, health and safety.

Fiscal Impact:

No fiscal impact.

Attachments:

Resolution -Rescinding condemnation

ATTACHMENT A FOR COMMISSION SUBMITTAL 10-7-2024-(RESCINDING 614 E. MAIN)

Request to Rescind Condemnations powerpoint 10-7-24 (614 E. MAIN)

Recommendation:

Motion to approve the resolution.

Approved By:

August Fons, Police Chief 9/26/2024

Toby Spears, Finance Director 9/26/2024

Valerie Chacon, City Attorney 9/26/2024

Manny Gomez, City Manager 9/26/2024

CITY OF HOBBS

RESOLUTION NO. 7549

A RESOLUTION RESCINDING CONDEMNATION ON CERTAIN PROPERTIES THAT
HAVE PREVIOUSLY BEEN DETERMINED TO BE RUINED, DAMAGED,
DILAPIDATED AND A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and NMSA 1978, § 3-18-5, the City may condemn a property if the property is determined to be ruined, damaged, dilapidated and a menace to public comfort, health and safety and required such property to be removed; and

WHEREAS, the City has inspected the properties described in Attachment "A", which have been previously condemned by this commission; and

WHEREAS, the City finds the properties in Attachment "A" to be in compliance with the Hobbs Municipal Code; and

WHEREAS, the City Commission desires to rescind the condemnation of the properties listed in Attachment "A" as the properties are no longer ruined, damaged, dilapidated, or a menace to the public comfort, health and safety.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs that the condemnation of the properties listed in Attachment "A" is hereby rescinded.

PASSED, ADOPTED AND APPROVED this 7th day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Demolition/ Remodel
1	614 E. Main Hobbs, Lea County, NM, 88240 *South One-half (S1/2) of Lots Twenty-One (21) and Twenty-Two (22), Block Fifty-five (55), New Hobbs Addition to the City of Hobbs, Lea County, New Mexico being further described as beginning at the Southeast Corner of this Tract being the Southwest Corner of Lot 21, Block 55, New Hobbs Addition, Hobbs New Mexico; thence North 93.50 feet; thence East 45.5 feet; thence S01°50'16"E 93.55 feet; thence West 48.50 feet to the point of beginning, including an easement for Utilities. (Tract C)	Villegas, Jacob New Owner: Bustillos, Humberto & Manuela	407 E. Alston Hobbs, NM, 88240 212 E. Scharbauer Hobbs, NM, 88240	Demolished

Request to Rescind Condemnations

Commission Date: October 7, 2024

614 E. Main(Before & After)





CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
October 7, 2024

SUBJECT: Consideration of Approval of a Memorandum of Understanding with the Southeastern New Mexico Economic Development District for NM GRO Appropriation Grant Number 08-ZI9D146 for Facilities and Infrastructure in the Amount of \$320,000.00

DEPT OF ORIGIN: General Services

DATE SUBMITTED: 9/26/2024

SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The City of Hobbs has received a Memorandum of Understanding from the Southeastern New Mexico Economic Development District. The NM GRO appropriation grant in the amount of \$320,000 is for Facilities and Infrastructure. The appropriation reversion date is June 30, 2026.

Fiscal Impact:

MOU Grant Agreement Amount: \$320,000

MUNIS budget 214021-44901-00384 \$320,000

Attachments:

NMGRO 08-ZI9D146 Hobbs MOU

Recommendation:

To make a motion for the Mayor to execute MOU for NM GRO Appropriation Grant Number ZI9D146 with SNMEDD

Approved By:

Shelia Baker, General Services Director 9/26/2024

Toby Spears, Finance Director 9/26/2024

Valerie Chacon, City Attorney 9/26/2024

Manny Gomez, City Manager 9/26/2024

MEMORANDUM OF UNDERSTANDING
SOUTHEASTERN NEW MEXICO ECONOMIC
DEVELOPMENT DISTRICT

AND

CITY OF HOBBS, NEW MEXICO

THIS MEMORANDUM OF UNDERSTANDING, between the **SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT** and the **CITY OF HOBBS, NEW MEXICO (hereinafter, “MOU”)** is entered into between the Southeastern New Mexico Economic Development District (hereinafter, “SNMEDD”) a regional planning organization of the State of New Mexico and the City of Hobbs (hereinafter, “City”) collectively referred to as the “Parties”.

SNMEDD was established pursuant to the Regional Planning Act, NMSA 1978, §§ 3-56-1, *et seq.* and is the regional council of state planning and development district number 3 as provided in the Planning District Act, NMSA 1978, §§ 4-58-1 *et seq.* and is a local public body as defined in NMSA 1978, § 6-6-1.

This MOU confirms that SNMEDD is acting as the Appropriation Recipient to serve as the fiscal agent and oversee the administration of the Special Legislative Appropriation in collaboration with the NM Department of Finance and Administration acting as the Reimbursing Agency to SNMEDD.

This MOU is entered into by and between SNMEDD and City pursuant to the following purposes, conditions, and terms:

Section 1. SCOPE OF WORK.

The City shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference in connection with NM GRO Appropriation ZI9D146 as described below:

Three hundred twenty thousand dollars (\$320,000.00) for programmatic operational costs and resources for the City of Hobbs.

Section 2. ROLE AND RESPONSIBILITIES.

1. SNMEDD:

- a) SNMEDD shall ensure that grant funds are expended in compliance with all applicable laws, regulations, City ordinances and grant MOU and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant MOU.

- b) SNMEDD will be available to assist the City in preparing Request for Bid (“RFB”) or Request for Proposals (“RFP”) in accordance with the City procurement and State Procurement Code, NMSA § 13-1-1 *et seq.*
- c) SNMEDD will be available to assist the City in the procurement process and administration of any contracts awarded under this MOU.
- d) SNMEDD will review, approve, and process reimbursement requests including supporting documentation and invoice(s).
- e) SNMEDD will coordinate with the Department of Finance and Administration to facilitate reimbursement in a timely manner.
- f) SNMEDD will submit the required report(s) to the Department of Finance and Administration in connection with this MOU.

2. City:

The City understands it is still ultimately responsible for executing and complying with all applicable Federal and State laws, its own ordinances and grant MOU requirements.

- a) The City will prepare and manage the Request for Bid (“RFB”) or Request for Proposal (“RFP”) pursuant to its own and/or the state Procurement Code for all purchases made under this MOU.
- b) Upon completion of the agreement, equipment purchased shall be the property of the City and shall be placed in the City inventory.
- c) The City will designate a grantee representative who shall coordinate with the City’s CPO and SNMEDD on the issuance of the RFB or RFP, managing the procurement process and/or administering all contracts issued under this MOU.
- d) Only services beginning on or after the date of this MOU are eligible for reimbursement.
- e) Submissions must be accurate and complete, with appropriate backup documentation:
 - a. Letter of request from the City.
 - b. Exhibit B (Request for Payment Form)
 - c. Vendor invoices. *Only invoices dated after the date of this MOU are eligible for reimbursement.*

- d. Copies of cancelled checks or bank statement showing checks used to pay invoice(s).
- e. If requested by SNMEDD, additional information or documentation.
- f. Exhibit C will be required when submitting quarterly reports and for final reimbursement.

Section 3. TERM.

THIS MOU SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This Agreement shall begin on the date approved by the final required signatory and shall end on June 30, 2026, unless terminated pursuant to this MOU's Termination Clause or Appropriations Clause. SNMEDD reserves the right to renew the Agreement through a written amendment signed by all required signatories and in accordance with the term of the request for proposals, if this contract was based on a request for proposals.

Section 4. STATUS.

City employees and agents performing the services pursuant to this MOU are not employees of SNMEDD. The City agrees not to purport to bind SNMEDD unless the City has express written authority to do so, and then only within the strict limits of that authority.

Section 5. INDEMNITY.

The City shall defend, indemnify and hold harmless SNMEDD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this MOU, caused by the negligent act or failure to act of the City, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the City or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this MOU. In the event that any action, suit or proceeding related to the services performed by the City or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the City, the City shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of SNMEDD by certified mail.

Section 6. REPORTS AND INFORMATION.

At such times and in such forms as SNMEDD may require, there shall be furnished to SNMEDD such statements, records, reports, data, and information, as SNMEDD may request pertaining to matters covered in this MOU.

Section 7. ESTABLISHMENT AND MAINTENANCE OF RECORDS.

Records shall be maintained by the City in accordance with applicable law and requirements prescribed by SNMEDD with respect to all matters covered by this MOU. Except as otherwise authorized by SNMEDD, such records shall be maintained for a period of three years after receipt of final payment under this MOU.

Section 8. CONSTRUCTION AND SEVERABILITY.

If any part of this MOU is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this MOU so long as the remainder of the MOU is reasonably capable of completion.

Section 9. APPROPRIATIONS.

The terms of this MOU are contingent upon sufficient funds being made available by the Department of Finance and Administration of the State of New Mexico for the performance of this MOU. If sufficient funds are not made available, this MOU shall terminate. Termination pursuant to this section shall be effective upon 30 days' written notice.

Section 10. CONFLICT OF INTEREST.

The City warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this MOU. The City shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

Section 11. ASSIGNMENT.

The City obligation under this MOU may not be assigned or transferred to any other person, firm, or corporation without the written consent of the SNMEDD.

Section 12. AMENDMENT.

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

Section 13. COMPLIANCE WITH LAWS.

The laws of the State of New Mexico shall govern this agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Fifth Judicial District Court of Chaves County in Roswell, New Mexico.

Section 14. NOTICES.

All notices, requests, or other communication to the parties shall be given in writing addressed as follows:

Southeastern New Mexico
Economic Development District
Dora Batista, Executive Director
1600 Southeast Main, Suite D
Roswell, New Mexico 88203
Phone: 575-624-6131

ATTN: Shelia Baker
General Services Director
City of Hobbs
200 E. Broadway St.
Hobbs, NM 88240
Phone: 575-391-1936

Section 15. COUNTERPARTS.

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOU.

Section 16. AUTHORIZED REPRESENTATIVE.

The individual signing below warrants and represents that he or she is duly authorized to execute this MOU.

SNMEDD

CITY

By: Dora Batista
Executive Director

By: Name: _____
Title: _____

Date: _____

Date: _____

Exhibit A

NM Gro Appropriation Budget

SCOPE OF WORK.

The City shall expend the funds as outlined in the budget provided below:

Name of Entity:	City of Hobbs	Grant Amount:	\$320,000.00
Grant Number:	08-ZI9D146		
Proposed Budget			
	Year 1:	Year 2:	Total:
Personnel Costs:			
Equipment & Technology:			
Facilities & Infrastructure:	\$320,000.00		\$320,000.00
Training & Professional Development:			
Community Programs & Outreach			
Legal & Regulatory Compliance:			
Fleet Replacement:			
Specialized Units & Programs:			
Collaboration & Partnerships:			
Total:	\$320,000.00		\$320,000.00

Exhibit B

STATE OF NEW MEXICO NM Gro Appropriation Request for Reimbursement Form Exhibit B			
I. Appropriation Recipient Information (Make sure information is complete & accurate) A. Appropriation Recipient: _____ B. Address: _____ (Complete Mailing, including Suite, if applicable) _____ City, State, Zip C. Phone No: _____ D. Appropriation No: _____ E. Appropriation Title: _____ F. Appropriation Expiration Date: _____		II. Payment Computation A. Payment Request No. _____ B. Appropriation Amount: _____ C. Funds Requested to Date: _____ D. Amount Requested this Payment: _____ E. Reversion Amount (If Applicable): _____ F. Appropriation Balance: _____ G. ☐ Final Request for Payment (if Applicable) H. ☐ Final Report Included (if Applicable)	
III. Fiscal Year : <u>2025 (July 1, 2024 - June 30, 2025)</u> (The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. ☐ Compliance Certification: Under penalty of law, we hereby certify to the best of our knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the use of the appropriation funds 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: _____	
(SNMEDD Use Only)			
Vendor Code: _____		Fund No.: _____	
		GL No.: _____	
I certify that the above information and supporting documentation is within the appropriation guidelines and grant agreement.			
SNMEDD Appropriation Coordinator _____		SNMEDD Financial Administrator _____	
Date _____		Date _____	

Exhibit C

NM Gro Appropriation Quarterly/Final Report Form

**Appropriation
Recipient:** _____

**Appropriation
Number:** _____

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

Narrative

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

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 use of the appropriation funds is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Appropriation Recipient Fiscal Officer
or Grant Coordinator (if applicable)

Appropriation Recipient
Grantee Representative