# CITY COUNCIL
# AGENDA

**Monday, March 18, 2024 at 1:00 PM**

**Council Chambers**

**Mayor**
**Eric Enriquez**

**Mayor Pro Tem**
**Johana Bencomo**

**Councilors**
**Cassie McClure**
**William Mattiace**
**Becki Graham**
**Becky Corran**
**Yvonne Flores**

CITY OF LAS CRUCES

**CITY HALL**
**P.O. BOX 20000**
**LAS CRUCES, NM 88004**

**700 N. Main St.**
**PHONE (575) 541-2067**

---

If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at 541-2115/V.

**CONSENT AGENDA**

Minutes and Items on the Consent Agenda Are Considered Routine Items and Will Be Voted on with One Motion Unless a Councilor Requests That a Specific Item Be Removed. There Will Be No Discussion.

Page

**1. OPENING CEREMONIES**

1.1. Pledge of Allegiance - Councilor Flores.

1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Flores.

1.3. Jobs of the Week.

1.4. Pets of the Week.

**2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)**

**3. PUBLIC PARTICIPATION**

**4. READ CLOSED MEETING STATEMENT**

4.1. Read March 11, 2024 Closed Meeting Statement into the record.

**5. ACCEPTANCE OF AGENDA**

**6. CITY COUNCIL MINUTES**

6.1. Work Session of February 12, 2024. 4 - 12

Work Session - Feb 12 2024 - Minutes - Pdf

6.2. Special Work Session of February 16, 2024. 13 - 19
Special Work Session - Feb 16 2024 - Minutes - Pdf

6.3. Regular City Council Meeting of February 20, 2024. 20 - 45
City Council - Feb 20 2024 - Minutes - Pdf

6.4. Work Session of February 26, 2024. 46 - 47
Work Session - Feb 26 2024 - Minutes - Pdf

**7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA**

7.1. RESOLUTION NO. 24-091: A RESOLUTION APPROVING THE PURCHASE OF 927.47 SQUARE FEET PORTION OF LAND OWNED BY BLARNEY, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY AT 2135 MARTHA DRIVE IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED SIXTY DOLLARS ($6,260.00) AS PART OF MADRID AVENUE EXTENSION. 48 - 69
Resolution No. 24-091 - Pdf

7.2. RESOLUTION NO. 24-092: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $850,000.00 FOR COMPUTER EQUIPMENT AND PERIPHERAL PURCHASES WITH DELL MARKETING LP OF DALLAS, TEXAS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. (PROCUREMENT 23-24-077) 70 - 93
Resolution No. 24-092 - Pdf

7.3. RESOLUTION NO. 24-093: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $250,000.00 FOR COMMUNICATIONS, RADIO EQUIPMENT, PARTS, ACCESSORIES AND RELATED SERVICES WITH ENCHANTED TECHNOLOGY SOLUTIONS, LLC OF ALBUQUERQUE, NEW MEXICO, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT 23-24-078). 94 - 180
Resolution No. 24-093 - Pdf

7.4. RESOLUTION NO. 24-094: A RESOLUTION TO AWARD A CONTRACT FOR VECTOR AND PEST CONTROL SERVICES TO ENTOMOLOGY CONSULTANTS, INC. OF EL PASO, TEXAS, FOR A TERM OF FOUR YEARS, IN AN AMOUNT NOT TO EXCEED $150,000.00 ANNUALLY PLUS NM GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-013). 181 - 192
Resolution No. 24-094 - Pdf

7.5. RESOLUTION NO. 24-095: A RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF SEVEN (7) LIGHT POLES LOCATED AT MAAG FIELD, IN AN AMOUNT NOT TO EXCEED $163,354.35 PLUS NM GROSS RECEIPTS TAX, TO LYNCO ELECTRIC CO. INC. OF LAS CRUCES, NEW MEXICO, VIA COOPERATIVE EDUCATIONAL SERVICES (CES) CONTRACT NO. 2023-04-R2211-678, AMEND THE FY2024 BUDGET AND CAPITAL IMPROVEMENT PLAN (CIP) FOR $177,000. 193 - 272

Resolution No. 24-095 - Pdf

**8. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION**

8.1. RESOLUTION NO. 24-096: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET. 273 - 389

Resolution No. 24-096 - Pdf

8.2. RESOLUTION NO. 24-097: A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD FOR THE PURCHASE OF TWO PARCELS OF LAND TOTALING 21.15 ACRES LOCATED AT THE SOUTHEAST CORNER OF MOTEL BOULEVARD AND BRUINS LANE FOR THE PURCHASE PRICE OF ONE MILLION AND EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS ($1,815,000) AND CLOSING COSTS OF FOUR THOUSAND ($4,000) TOTALING ONE MILLION AND EIGHT HUNDRED NINETEEN THOUSAND DOLLARS ($1,819,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312 AND AMEND THE CITY'S ADOPTED FY2024 BUDGET. 390 - 408

Resolution No. 24-097 - Pdf

8.3. RESOLUTION NO. 24-098: A RESOLUTION APPROVING THE REQUEST FOR A VARIANCE TO CHAPTER 26 OF THE LAS CRUCES MUNICIPAL CODE TO ALLOW LOVE'S TRAVEL STOP NOT TO BE REQUIRED TO BUILD SIDEWALKS ALONG TWO ROADWAYS IN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK. 409 - 413

Resolution No. 24-098 - Pdf

**9. BOARD APPOINTMENTS**

**10. NOTICE OF PROPOSED ORDINANCE(S)**

1) There will be no public discussion.

2) A Councilor may ask staff for clarification on the proposed ordinance(s).

10.1. COUNCIL BILL NO. 24-023; ORDINANCE NO. 3065: AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4C (MULTI-DWELLING HIGH DENSITY & LIMITED RETAIL AND OFFICE-CONDITIONAL) TO R-4 (MULTI-DWELLING HIGH DENSITY LIMITED RETAIL AND OFFICE) FOR PROPERTY ENCOMPASSING 2.908 + ACRES AND LOCATED AT 712 AND 722 HENDEE PLACE AND 725 BASHA ARCH. SUBMITTED BY M&M BUILDING SOLUTIONS, REPRESENTATIVE. (23ZO0500143). 414 - 436

Ordinance No. 3065 - Pdf

**11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT**

**12. CITY MANAGER REPORT**

**13. ADJOURNMENT**

# MINUTES
## Work Session
**Monday, February 12, 2024 @ 1:00 PM**
City Council Chambers, City Hall

**PRESENT:** Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

**ABSENT:**

**1. PETS OF THE WEEK**

**1.1**

Amy Defelix, ASCMV presented Pets of the Week.

**2. JOBS OF THE WEEK**

**2.1**

Sarah Raney, Workforce Connection presented Jobs of the Week.

**3. AGENDA ITEM**

**3.1 AN UPDATE FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION REGARDING THE US 70 NORTH MAIN STREET CONSTRUCTION PROJECT.**

Chris Faivre, Deputy Director Economic Development introduced the topic.

Aaron Chavarria, District 1 Engineer NMDOT gave overhead presentation.

Ryan Tafoya, Project Manager NMDOT continued overhead presentation.

Earl Franks, District 1 Construction Engineer NMDOT continued overhead

presentation.

Councilor McClure said I have a question about the trail. Was there a detour planned or any alternate route that was given for that?

Earl Franks we do not have a detour for the trail.

Councilor McClure asked is that typical?

Earl Franks said I think that it's just kind of circumstance here, there's really no good way to route pedestrians around that area safely.

Councilor McClure said I am just saying for the future if we could consider the trails as a part of our transportation system, that it's not just about motorists. I would like to kind of put that out there, that we would like to have a detour. I think specifically the neighborhood behind it could be used for that.

Councilor Flores said with all due respect, I think that is very disingenuous of you to say that there hasn't been a change in the traffic jam, since this started. I don't take that route very frequently and now I'm avoiding it completely. The time I did it usually takes me 15 minutes to get home, it took me 45 minutes to get home. Councilor McClure asked a very good question about having accommodations for other things that are being impacted such as the trails so why did you say there really hasn't been any change in the traffic? I mean highway 70 is very poorly designed in my humble opinion, I not an engineer. But I am a user of that road and I think it's very horrible for the bike lane, there's no pedestrian walkways. Is that all being looked into?

Earl Franks said Councilor Flores I apologize. I was basing that on a discussion that Aaron and I had just earlier today. We both passed through the work zone near peak hours and at peak hours. I was comparing it to prior, when traffic control was implemented, in fact the day we had the first public meeting I had to pick up my daughter at ballet. She has ballet at Las Cruces School of Dance right on Main street and the traffic was backed up, mind you this is before any traffic control was implemented. It was backed up close to Madrid and I kind of had to work my way around just to make it to the meeting on time. This speaks to what Aaron mentioned earlier, the problem with this segment of highway is it's functional obsolescence. The City has expanded and outgrown the facility that was originally designed, and increased as far as capacity goes in the 50's, we obviously see the need for additional capacity and that is what this project will provide. That statement was simply based on my experience of traveling through there. I expected it to be a lot worse. I know obviously if there was a congestion problem pre-construction, during construction there's going to be a congestion problem. All we can hope for is that people find their way around and seek alternate routes.

Councilor Flores asked does the City in any way share the expense or the work or is it exclusively a State project?

Earl Franks said this is exclusively State funded and Federally funded.

Councilor Flores said because we do have bike lanes and regulations and all that in that regard, so would it be consistent with what we have.

Earl Franks said yes I believe so. Pre-construction of this segment of highway there were no pedestrian sidewalks or anything that. This project will build that facility for pedestrian use.

Councilor Bencomo said I do just also want to note that we all wish there was a magic wand for construction because everyone hates it in the meantime, but it's good at the nine months we'll all be thanking you. Right now everyone will be mad at you so I'm sorry for that. These cones generally mean progress right so we have to be patient. Around pedestrian safety I'm wondering if you can talk a little bit more about what those will look like. I don't think you included pictures but I'm curious because right now I live on that side of town, and I travel that area often. You're right there's nothing for pedestrians right now on, that pocket. I'm curious if you could talk a little more about the protections for pedestrians and cyclists that you know make room between them and the vehicles.

Aaron Chavarria said yes, so our standard is to build five foot sidewalks. We are going to construct five foot sidewalks from Solano to the Elks/Triviz intersection on both sides, over the bridge will have five foot sidewalks, which don't exist right now. We do have a bike lane that we are constructing. There is no buffer between traffic and the bike lane. We are limited on space, but it only goes roughly from Solano to the Temple intersection and then from there it terminates.

Councilor Bencomo said I was wondering if you all could provide some sort of signage on the zipper method. I think what I've seen is that people get really frustrated, everyone tries to get in one lane. Then people that are in this other lane, then people get like you can't cut me off, which generally it's actually the positive way to make traffic flow. Do you have any kind of signage that could do some education around this or is there any education we could partner on for folks traveling this area?

Aaron Chavarria said yeah we actually have a DOT pamphlet who talks about the zipper merge you know how to do it, how to go about it. We can actually post that on our website to help and then we can probably talk a little bit more about it, just to promote it. We were talking earlier and the whole fact that people aren't rushing, typically they rush at that taper and try to get in. Everybody is in one lane just you know they're expecting it. That is kind of where that comment about congestion came from. We've seen a lot of respectful drivers since this project started which is not typical for a roadway construction project, but on this one for some reason we're happy about it, we're not complaining. Definitely we can add that pamphlet to our website.

Councilor Bencomo said I know this is mostly an NMDOT project, is there any way our PIO could work with you on putting out some information about that? How to be safe while traveling this road on our social media and those kinds of things. I think that would be really helpful for the public.

Aaron Chavarria said I think to let you guys know it is a DOT project, but the City staff has been involved from day 1. They've been around, they know exactly what our purpose was. We have a good working relationship with the City staff, I mean you know we share a lot with traffic. We share the same complaints the City has, we have as well.

Councilor Flores said apropos of letting people know what's going on I mean you can get PSA's you know, people turn on the radio on the way home generally and you can just have PSA's and they don't cost anything. Then it would be great to provide people with alternate routes that maybe even shorter time wise, than it would be to even though that's a straight line. It might be good going off Solano and down Lohman if you have to get to the east side or the west side you know get another arterial mode. Is that possible?

Aaron Chavarria said that's a great idea to do the PSA's. We do radio announcements every once in a while. We do stay away from designating an alternate route because it would have to be City streets. We try not to detour through City streets you know the impacts to the neighborhoods there's some other factors we may not know about, so we stay away from that.

Councilor Mattiace said just on a positive note you did a hell of a job with the University overpass, so this is quite a project and a good improvement for that area. Thank you.

Aaron Chavarria said thank you very much, Ryan was our project manager for that as well.

Mayor Enriquez said just wanted to say thank you, for the presentation and 9 months seems like a long time, but it will be well worth it. The future flow going east do you anticipate any problems with the third lane? You're going from Three Crosses to Elks, then from Elks up to the east. Do we see any future demands or needs for the flow or how does that look for the future?

Aaron Chavarria said this is way, way into the future, but we anticipate US 70 becoming a three lane facility. I just don't know when, you know capacity needs we're getting close to that already. There's a lot of bridge structures that we would have to expand to be able to do that, but it's going to be in the future, probably in the near future.

### 3.2 A MID-YEAR MARKETING AND INDUSTRY TRENDS UPDATE FROM THE MESILLA VALLEY ECONOMIC DEVELOPMENT ALLIANCE.

Davin Lopez, President and CEO of MVEDA introduced subject.

Carlos Parra, Director of Marketing of MVEDA gave an overhead presentation.

Councilor Flores said yes Davin I think it was at the November meeting you mentioned you had been to Taiwan with the Governor. Was there any positive

outcome for Las Cruces on that? I know that you have other clients, and you work closely with Jerry Pacheco and the Borderplex and all that. I believe Mr. Carlos Parra he showed a picture of the industrial park of our City the western part, but said that it wasn't ready in terms of having the infrastructure that's necessary, so what gives? How do you balance that and by the way my understanding is that yes it's true, there aren't any utilities lines in there in portions of that industrial park. However there is infrastructure I believe Mr. Sedillo could maybe speak to that more correctly or definitively. My understanding is that it could be ready because there's places where all of that can be installed and connected. What was the outcome and what have been the outcomes of your travels insofar as benefiting Las Cruces?

Davin Lopez said I'll start with the trip to Taiwan with the Governor's office. We have been making a big push on foreign direct investment over the last two years and attracting foreign direct investment, that is the acronym FDI that Carlos was referring to. Here is the reason why, it's because probably for the first time ever we are now seeing a push for companies to want to what they call repurpose their production moving it out of Asia primarily and into North America. The term has been called near-shoring if you're moving near like into Mexico or near the United States. The term for moving to the United States has been called onshoring. It's a trend that we're seeing millions, hundreds of millions of dollars in investment by these firms coming to the United States. We're seeing Mexico so far as the biggest beneficiary because of course cost margins of doing operations in Mexico. They all have something one common denominator are all these companies are repurposing production is because they want to be closer to a US consumer. That's the primary reason why they're doing that. There is a lot of motivation because of supply chain challenges that have taken place post pandemic, to move production over, have more secure supply chains, and have greater access to that US consumer. That is what we're leaning upon in terms of messaging and are marketing to an audience. The trip to Taiwan was really reinforcing what we have here in this region as how you can reach a 200 million population within a two day drive time. How you can take advantage of both parts of the border on the south side and north side in terms of manufacturing, doing it all in one location. Now the benefit that Las Cruces specifically received from that trip is all the collateral we were putting out there we translated into Taiwanese and Mandarin utilize these images of the Las Cruces Innovation and Industrial Park specifically. I will be the first to say I think the State has done a great job of reaching out to a foreign audience. I think the challenge that I have seen is there has been too much reliance on only talking about Santa Teresa. Part of my engagement was trying to bring that pitch that it's not just Santa Teresa, we also have some valuable land assets in Las Cruces that provide opportunity for these companies here in North America. That was one of the biggest things is just the exposure that's come out of it, and we are working the leads. I can tell you that in this past fiscal year, so we're 7 months into the fiscal year we've had three site visits from foreign companies to the Las Cruces Innovation and Industrial Park, two have been Taiwanese and one have been from South Korea. We think this is going to be a big portion of our business to come our way for the reasons I just mentioned. Getting to your second question on infrastructure and the Industrial Park specifically. I would say up until about maybe not post pandemic, right after the pandemic, with all the supply chain issues and repurposing and reshoring of production we were in a good position with infrastructure at the Innovation Park. The challenge has been that over the past two years we've seen a phenomenal growth in

terms of automated processes that companies are putting into their facilities. We are also seeing that this leads to more advanced manufacturing types of processes that all industries are now putting in place, which are requiring a lot more infrastructure than they did two, three, four, five years ago. In fact I was on a phone call with a client this morning if we would have heard in terms of power about a 5 megawatt project five years ago that was a big project. Now we're seeing minimum talks of 50 megawatts, 100 megawatt projects. These are projects the size and scope we haven't seen and quite frankly most of the United States hasn't seen either. I'm not saying we're behind the eight ball, but we are in maybe an opportune position infrastructure wise to be competitive with other parts of the country where we may in the past may not have been but that requires having a plan. That requires having a plan to get infrastructure in place, water, wastewater, and power that can accommodate the size of these projects, if we're going to land them. When we talk about site readiness there's nothing wrong with that. But we're talking site readiness in terms of 10 acre parcel, 12 acre parcels that we have primarily ready at the Las Cruces Innovation and Industrial Park.

Councilor Flores said what if we build it and they don't come? You're saying they're not coming because we haven't built if we, because we don't have the adequate infrastructure given the increase in yada, yada. What do we do? I think that we're between a rock and a hard place right now in that regard, if that's the scenario, so what do we do? Do we get that infrastructure going and then sit and wait see if something comes along and then what if that something doesn't come along? I don't know it that's something you've spoken to the City Manager about or with Mr. Sedillo in Public Works Department to get that.

Davin Lopez said we're not talking about a build it and they will come scenario, we're talking about a readiness scenario. What I would describe a readiness scenario is what we're seeing on these major projects, if they're building 500,000 to a million square feet of space that is going to take them two to three years to build that. For this advanced equipment that they're ordering now days because it's all new, to have it custom made its going to take about two to three years as well. What we're talking is a readiness plan to say ok while you're building this we can get infrastructure in at the same time. You should be able to within that two to three years, what we have heard from most of the utilities. The challenge is we're not really prepared to have a budget, we don't have a budget ready for this. I don't think the City does and I don't think the State does and as soon as you start talking about we can build in two to three years. Then you start saying well we have to find the budget first, we all know how long that could take. You start putting it on your priority list, maybe you go to Santa Fe three, four, five times maybe you get some grants from the Federal Government. By that time maybe a mega site in Memphis or Michigan they are already along the way. In fact the past few years or a couple of years we've seen states like Michigan, Georgia, some communities they are now not only investing in spec infrastructure, but in having at least funding ready to build it when the need comes. I said this to the State, I've said this in conversations that I've had to other legislators. We need to start thinking about maybe having some type of funding mechanism that's ready to go, on hold you don't spend it you make interest off it in the meantime but ready to go when the times comes. That avoids that building and hoping they'll come or not, it's just have the readiness for it. That doesn't take away from those 10 to 12 acres sites I

mentioned, I do think we have a lot of capacity to service the distribution industries that are looking our way. Interstate 10 connection to the seaport of LA and Long Beach, connection to the Mexican port of entry, US/Mexico port of entry in Santa Teresa. I think it puts us in a great proximity to take advantage of supply chain disruptions as companies are now looking to find better routes to service their trade along the I-10 corridor. In that respect I think we're ready but for the manufacturing projects that's where we need to figure out the readiness program.

Councilor Flores said apropos of bringing all this transnational traffic, I-10 it's perfect for that. How much does that traffic rely on an airport do you know? I mean how does some of this stuff, do they ship it like from Asia to California and then they load trucks or whatever or do they use airplanes?

Davin Lopez said worldwide logistics has become such a complicated mathematical model, I think. I heard this a few years ago, when our pecans were shipped out of here in bulk to China, only for it to be recooked into a frozen pie and sent back here to sit in the shelves of the US markets. It is really interesting and complicated on how they do things. I have heard and I understand that airports are going to be more for high valued goods, you know you want to get it from A to B in a quick amount of time because these are very high valuable products. I think along the interstate 10 corridor, along with the rail Union Pacific that comes through, as well as BNSF has class one rails. I think it is how do we tie into those types of goods that are coming through our region is really following the supply chain how products get to ports, like the seaports of LA, Long Beach and how they get to the US consumer. Our I-10 corridor along with I-40 corridor up in the Albuquerque area we in New Mexico, I think we have the opportunity that I haven't seen in my lifetime, to be a solution to the supply chain challenges. Because cost in California are going up. Why should you have too many goods still located there when you can ship them internally and reach a broader US market from our location. At least that's my belief in terms of our opportunity.

Renee Short, Member of the Public said I want to say two things very quickly. One I agree with you in a sense of if we build it will they come approach to this because one of the biggest issues we have is water. If we go to manufacturing you're going to have enough water in order to accommodate manufacturing. The second thing is education one of the reasons why we don't attract as many companies, is because we don't have the educated population in order to do the jobs that are required for a lot of companies who may want to come here, or else they would already be here. Having said those two points, I think we should be looking at industries that perhaps aren't as water dependent and we can provide more training a bit quicker so that we can accomplish our goal. Our goal I think is if I'm not mistaken, is that we're trying to provide jobs for the people who live here so we don't have the major brain drain that we already have. The last thing I want to say which is to address your question which wasn't answered. I used to be in the industry. Yes, high valued items are transported by air for various reasons. But most of the products that would have to come in if they're using products that are made somewhere else, to be brought here in order to build infrastructure for the future manufacturing. They would have to come by ocean, size, and cost.

Davin Lopez said I would agree, yes skill sets are everything and the changing of the skill sets to tackle the new automation that's coming within manufacturing, that's coming with advanced manufacturing and with AI as well. It's going to change things. We need to start training on jobs for the future. Our automation up program that we've started is meant to do that it's looking at trying to identify industries certifications that can support skill set development amongst existing resident here in a quick amount of time. The same thing with the ARPA dollars that we are working with your staff on it's for the same thing. It's a little bit expanded for the City, we're looking for industry certification for coding, for aerospace related activity, for telemedicine, things that can promote the workforce that's growing here in Las Cruces. I will say with water, we've always been and have had a concern for water. We are in the southwest and we do not necessarily go after in the first place, very heavy water dependent industries. Let me give you an example. In terms of semiconductor manufacturing, I'm kind of amazed we've seen, like Phoenix attract companies, like Taiwanese semiconductor. Because those companies utilize a ton of water. We look for maybe a downstream type of production process, like what's called chips packaging. It takes a semiconductor, but it puts it into this circuit board, the skill set is going to be a little more welding and understanding those symmetries of those circuit boards, which does not take nearly that kind of water as the actual semiconductor manufacturing. We are very cautious, and we try to be in terms of the industries we approach and go after, we try to really understand what their water usage, you know what their carbon footprint looks like.

### 3.3 SISTER CITIES/URBAN X-CHANGE NETWORK TRIP TO BERLIN.

Dr. Tim Chappell, President of Las Cruces Sister Cities Foundation gave overhead presentation.

Mayor Enriquez said if you get me that information I would be happy to reach out to Laredo so we can establish something or start to rebuild.

## 4. ADJOURNMENT

### 4.1

**Councilor Johana Bencomo moved, seconded by Councilor Yvonne Flores, to Adjourn 2:46 p.m.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Johana Bencomo |
| **SECONDER:** | Councilor Yvonne Flores |
| **AYES:** | Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace |

Mayor

City Clerk

# MINUTES
## Special Work Session
**Friday, February 16, 2024 @ 9:00 AM**
Convention Center

**PRESENT:** Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

**ABSENT:**

**1. PLANNING & CAPITAL IMPROVEMENT PROGRAM (CIP) OVERVIEW**

**1.1**

Mark Miller, Interim Lead Planner gave an overhead presentation.

Fred Lopez, Quantum Consultants continued overhead presentation.

Cynthia Campo continued overhead presentation.

Mark Miller continued overhead presentation.

Todd Selle, Senior Business Systems Analyst continued overhead presentation.

Mark Miller continued overhead presentation.

Rochelle Miller-Hernandez said I just wanted to say thank you to your team for putting this together. I understand how important this is for the City and it was a little difficult in the past not for the fault of anyone else to go in there and update things kind of figure out what's going on. Now it's just really simple to just go in there and know who's responsible for what and what steps we need to take next.

Cynthia Campo continued overhead presentation.

Councilor Bencomo asked I should probably know this, but could you remind me of

who the we is? Where you had the process timeline especially, we do the scoring, and then the core team meeting, can you just talk about who that is?

Cynthia Campo said so the initial review of projects is done by Planning and Implementation. We also have multiple core team meetings where we want the input of the other members of the core team, which is made up of multiple departments, Public Works, we have Parks and Recreation, Fire Department, Police Department, Facilities, Utilities.

Councilor Bencomo ask is that core team set, or do they rotate? Is it the same person?

Cynthia Campo said it is the same people, depending on the type of project as well, then we need the different expertise.

Mark Miller continued overhead presentation.

Cynthia Campo continued overhead presentation.

**2. SAMPLE PROJECT TABLE ACTIVITY**

**2.1**

Councilor Corran said I have to admit we spent a lot of time here and less time on the other one, I'll talk more about this one. We had all this space of undeveloped land and so we tried to emphasize green infrastructure on both sides keeping cyclists and humans moving cool. We also hoped to accommodate both people who like to ride their bikes in the lane of travel speedy bicyclists and leisurely cyclists with a shared use path. We had both of those groups represented and we also thought about people coming from the housing assuming it's like housing on one side making sure that they had sidewalks and also to go over to the multi-use path and see the arroyo. Those are some of the things we wanted to emphasize, shade, travel for multiple users. We were comfortable with slowing the traffic just because we wanted to make all users a little bit safer in terms of slowing down traffic. This one was so easy because we had so much space. The next one was the re-pavement, which I understand is cheaper and quicker in both aspects which are great. We really had a hard time figuring out a way to incorporate in particular cyclists into the lanes of travel safely. I think in both cases we were thinking about protecting cyclists with some type of landscaping or other features and that was really hard for us to do in the repaving. We had more of a share the road situation with hopes of having green infrastructure potentially. Maybe if Parks and Recs had a side hustle where we could join up with them. Public Works and Parks & Rec could join together to give folks access to the arroyo. That is our second hope.

Councilor Graham said we got a bit of a cheat code because I was envisioning El Paseo. I think it's actually a perfect place to imagine because it's one of the areas where we want to see big change and that we have the capacity to make a big change in the coming years with the MRA, with the Lift Up footprint. The hopes of becoming a more mixed use district. Right now those of you who are local, it's kind of

a landscape of really big parking lots and some businesses that are hanging on and doing well. Some that are not thriving so well. We're also trying to envision more multi-family housing. We're going to have our boys and girls club coming up there. Interestingly I think this was a little more difficult than when we were more constrained. The feel like the more constrained exercise went a little easier. Here imagine yourself perhaps at Dion's at the parklet patio and here's a friend walking by on the sidewalk. Imagine taking some of that unused parking area and making a place where folks can maybe be in community a bit more. We had really interesting conversation thank you so much Domonique for bringing up potable water, the emphasis on we want our greenery, we want to have a cooling factor. However again we got lucky on El Paseo cause Lisa telling us we could syphon all the shower water from Crunch and Planet Fitness, which I laugh too but it is for reals. Ok don't use soap in the shower but other than that you're golden. Lisa wants you to stink but it's worth it. This is what I love being able to learn these ideas again why we have existing businesses that are working well. I think Planet Fitness and Crunch are both doing well. They're part of the footprint, how do we make that a more equitable footprint, a greener footprint, and a cooler footprint. This is where we ended up. The other one within our constraint we actually kept our parklet patio, we maintained buffered bike lanes on each side, have our pedestrian refuge and spoiler alert we killed a travel lane in each direction, which I felt initially was going to be a big issue. I do want to note, I had Chief Smith come over, I asked a fire fighter, can we still save lives here. He assured me that we can. I think this is always eye opening when you think about it all the time. But when you have the little pieces in your hand, the loss of a travel lane recognizing all the calls we're going to get. So yes, lose a travel lane gain a lot of possibilities. Really to me the takeaway is using existing what we wouldn't think of a resource, wastewater from two gyms and turning that into an asset to save a real resource of potable water. Go team three.

Councilor McClure said I think we also had a little bit of a cheat, because we had the Director of Public Works and a landscape architect and a roaming bike aficionado. This was the if we want to dream big let's go. We struggled a lot with what are we going to do with this vacant lot space. With math skills we were able to basically say you know what? What is the emphasis are we trying to help the economic development of this area and is it a place you want to be. It was a matter of shrinking some of the lanes, also thinking about deliveries to this economic powerhouse, that it was going to be. We did a lot of thinking about how are we protecting our walkers, the people who might be waiting for the bus because this was originally a bus lane. We still anticipate it being a bus lane and this being the shelter for it. Then kind of switching it out back and forth from shelters to landscape. This was kind of a money is no object sort of thing, so I know, that's kind of crazy. But here too, what do we value we value people. That was our first one. This was the turn lane, so it was turning this direction. So basically we talked about having a pedestrian refuge right here that was basically landscaped. There was also a way to essentially cross. Our other one was more of a road diet. This one was more of the idea we want to make sure they have access, but we want it to look a little bit different, and have a little bit more character, and a little bit less urban heat too. Ok I'll go to the next one. This one we're only doing asphalt so what can we do? Essentially we have these two big bike lanes put together. We were a little creative, for example David was like hey if we don't have enough paint we can put this as a striped one. Kind of something I'm a big fan of, and

I think George is too, having one of these bike lanes become a parking lane because that parking lane protects the people. Again emphasis on we're protecting the people, we're not moving the sidewalks. So we still have a travel lanes here. But everything essentially got moved over a bit. We still have a turn lane and we're not doing anything with the vacant lot. In terms of it looking different, it would look different closer to the businesses because that's where the people are.

Councilor Bencomo said so we had a rural road and honestly the immediate first thing we wanted to do was to protect the arroyo, the open land. We added some landscaping right next to the arroyo and then we added a bike lane, we left the road untouched. It was good to have a fire fighter with us because he advocated to keep the 12 feet lanes for their apparatuses. On the other unpaved side we added 8 feet landscaping and then a shared use trail, a shared use path. We are assuming this development is mostly residential or ag, again since this is rural. We really emphasized on mobility and protecting natural lands and we definitely said these landscapes that we added would be native landscapes. That was very important. That was our first one. The second one we actually completely shifted the road to one side, so we have the residential, most likely residential rural area we added a sidewalk, a bike lane, the street and on the other side in between the lane and a shared multiuse path we added a median, then again landscape next to the arroyo. The landscape next to the arroyo if there is one of those hundred year floods the landscape can prevent it from washing out the multiuse or the road. That was our nod to environmental resiliency and of course I feel that we also cheated a little bit because we had Tony in our team. It was really good to have Tony and Chief Smith here for the various perspectives that we should be keeping track of. What was hard for us for Barbara, Councilor Flores, and myself nothing. For Tony probably a lot.

Tony Trevino said so I'm pretty competitive and when they said that table had an advantage with David there, no. We had everything over here kind of flow into the arroyo. There are six components of sustainability on a roadway. We made sure we hit all six of those components for sustainability for infrastructure so we either hit one component or all of them. Quality of life with our new one you can move places back and forth with multiple modes of transportation. Safety on here is we left the 12 foot lane because fire, once we restrict that we need to make sure fire can access it. Community character the landscaping to go that whole area, we kept the buffered landscape on this side for Cathy. We could have all of the road draining this was, we have one area here for landscaping to catch the water and clean it before it enters the arroyo. Resources allocation we're going to balance the site, we going to move the dirt, put it back there. We're not going to import any fill or export to reduce the gas omission for this construction. We are going to reuse the asphalt, we got millings. Most of our multi use paths will be recycled millings. The natural world is another component of sustainability we are going to keep this open we're not going to even get near that and give a buffer before the arroyo. Greenhouse by adding the multi-modes of transportation on here will reduce the people having to drive back and forth from neighborhood to neighborhood. Resilience, like Mayor Pro Tem said our designs are based off the hundred year storm. NMDOT, City of El Paso bases off the 50 year storm, ours is the hundred year storm. There will be no erosion when that hundred year storm comes down that arroyo everybody will still be able to access the community during a major storm. Then life cycle we now build our roadways to three

inches of asphalt instead of two so in ten years we can just come back and mill out 2 inches and do a cheaper pavement maintenance instead of re-doing the whole roadway. We hit all 6 points of sustainable infrastructure.

Katherine Harrison-Rogers, Housing and Neighborhood Manager said we had a rural roadway. We had to make an assumption that this was going to stay a rural area per the future land use map, that was sort of our big assumption here. Touching on all those points that a lot of other people said we were trying to making sure that; one it's attractive esthetically but that people who are walking or who are recreating have shade and as you know these are all bio-swales as well, they are capturing any of the runoff. We also included permeable pavement on all of our sidewalks and our multi-use path. We also provided it says bike path but it's a two-way bike lane to capture those folks that want to do some more serious cycling to and from work. The people who are in the shared use path of course that would people who are more recreating if you will. We reduced our travel lanes because again trying to slow down the traffic and no need for that especially if you can drive those big trucks on the bike path or on both in case there was some sort of emergency that sort of thing. We tried to capture everything that Tony said, I'm not going to repeat it, but it's all the same. By the way we actually had some cost estimates, thank you very much Soo. I don't know if anyone mentioned that. $10 to $15 million a mile on this one and Soo swore we could get it done in a year, design built. This was with the assumption that this was going to be a rural area and stay that way, with permanent open space i.e. the arroyo any really large lot sort of rural type of development. We reduced our lane width to two10 foot travel lanes to try to slow down that traffic. We put in a 10 foot landscaping buffer, big trees lots of shade. Then an unpaved but ADA compliant because Soo said that can happen, path next to the arroyo just so it expanded that open space. This was based on the premise that this was a long-term rural area with a lot of open space. He said six months on this one, and our estimate was $4 to $5 million a mile.

Robert Del Plain, Director of Information Technology said for Jimmy this cuts all six categories, so there you go. We're in the urban area so what we did is the first starting from left to right. The first 8 feet is the parklet patio and then we did 6 feet of landscape so that really protects people and whatever they're doing, people can feel very safe, and we have the bus shelter after that. This gives us more protection, for Jimmy we could even make that a sidewalk area in between the bus shelters. That gives a place where people can walk up and down. Then we have an 11 foot travel lane, we have a 12 foot turn lane, and then another 11 foot travel lane so cars can go one direction or the other. When they need to turn they have a dedicated place to turn. We have a 6 foot decorative planter, and then after that we have the shared use bike path. So that way on both sides of the street people can walk with no problem. People who are on bicycle will always have to stay on that far righthand side but at least it's very easy to ride up and down. With this it should improve pedestrian and bicyclists so the vacant lot can may be used faster maybe someone would buy that land and put some sort of shops or something. It slows down traffic so people can see the stores that are around and so maybe oh that's cool never saw that comic bookstore there before and try it out. Usually they're driving a million miles an hour on those wide twelve foot roads. We said how many months was it's supposed to take to fix a thousand feet, a little over a year to do a thousand feet if we had to include the utilities and everything underneath the ground not just to do the pavement. If it was

just the surface it would take three months. The second one we had constraints on us, some groups had less constraints. We were told we could only use pavement and striping. We did again starting left to right. We did 8 foot protected bike lane, we did a 12 foot bus lane, then a 12 foot travel lane and a 10 foot turn lane and another 12 foot travel lane, another bus lane, and a 6 foot bike lane. It's still trying to slowing down traffic so they're not going so fast. Then the busses can still go up and down and people can still ride their bikes. We don't know if we like that plan as much as the first one.

## 3. LUNCH BREAK

## 4. DEPARTMENT BUDGET AND MAINTENANCE NEEDS

### 4.1 PUBLIC WORKS

David Sedillo, Director Public Works gave an overhead presentation.

Tony Trevino, Assistant Director Public Works continued presentation.

### 4.2 UTILITIES

Domonique Rodriguez, Assistant Director Utilities gave an overhead presentation.

Adrienne Widmer, Director Utilities continued presentation.

Domonique Rodriguez continued presentation.

### 4.3 FACILITIES

Vanessa King, Interim Facilities Administrator gave an overhead presentation.

### 4.4 PARKS AND RECREATION

Steve Bingham, Director Parks and Recreation gave an overhead presentation.

Phil Catanach, Deputy Director Parks and Recreation continued presentation.

Robert Nunez, Deputy Director Parks and Recreation continued presentation.

## 5. CLOSING REMARKS AND NEXT STEPS

### 5.1

Fred Lopez summarized presentation.

Mark Miller summarized presentation.

Cynthia Campo gave closing summary.

_____

Mayor

City Clerk

# MINUTES
## City Council
**Tuesday, February 20, 2024 @ 1:00 PM**
City Council Chambers, City Hall

**PRESENT:** Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

**ABSENT:**

**1. OPENING CEREMONIES**

**1.1 PLEDGE OF ALLEGIANCE - COUNCILOR GRAHAM.**

**1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR GRAHAM.**

Councilor Graham presented a proclamation to Engineers from El Paso Electric for National Engineers Week.

Staff Sergeant Harold L. Morris did a brief presentation in honor of Black History Month.

Mayor Enriquez recognized Jesse Walden as a local hero.

**1.3 JOBS OF THE WEEK.**

Giselle Palomares, New Mexico Workforce Connections presented Jobs of the Week.

**1.4 PETS OF THE WEEK.**

Amy Defelix, Animal Services Center of the Mesilla Valley presented Pets of the Week.

**2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)**

**2.1**

None.

## 3. PUBLIC PARTICIPATION

### 3.1

Pat Peugh, Member of the Public said we own AAMCO Transmissions for 55 years on West Picacho and our situation is grave and terrifying because of the lawlessness that reigns. The police are really good to come when we call them. However, catch and release remains the biggest problem even when we have video footage showing what the crime was, where they went, across the street where they sell the stolen property right in that motel. The police say they can't go in, even get a warrant to see how we can stop this unlawful activity and the terror is the people who come into the business that are scary. My granddaughter and I work up front and sometimes we just lock the front door. It is very difficult, and we need some help. It is unsustainable.

Yoli Diaz, Member of the Public said as a mother of a first responder I am here today to pay tribute and respect to Officer Jonah Hernandez and to provide sincere condolences to Ysenia his wife, sons, parents, family, and friends. Officer Hernandez's senseless death is a loss to everyone, his family, LCPD, Silva's family, all of first responders, our complete community. This tragedy is personal to everyone. As my daily advocacy is specific, many of us advocate for data change. We come before you and take our three minutes as in the attempt of burning through what seems a steel wall for this needed change of action regardless of repeatedly asking for a call to action. I have experienced fear, pain, trauma, and loss and I have witnessed it in others. I think of the present and I think of our history and how some things don't change. Not even since the sixties when I was born. I would like to share the lyrics of a song that was written in the sixties in honor of a very poignant time of history, a time of turmoil, political upheaval, social inequities, segregation, poverty, inequality, disparity, and cultural health and mental health issues. It is a song that remains forever sacred, and an impactful message that still rings true today. It is a testament to the power of music to inspire action and embolden the hope for change unity, peace, equality, faith, and just a better world. The lyrics and the singer are very meaningful to me and hold a very special place in my heart. I would like to share them with everyone today. If I can dream, there must be lights burning brighter somewhere. Got to be birds flying higher in a sky more blue. If I can dream of a better land where all my brothers walk hand in hand tell me why, oh why can't my dream come true. There must be peace and understanding sometime. Strong winds have promised that would blow away the doubt and fear. If I can dream of a warmer sun where hope keeps shining on everyone, tell me why oh why won't that sun appear. We are lost in a cloud of too much rain. We are trapped in a world that is troubled with pain as long as a man has the strength to dream, he can redeem his soul and fly. Deep in my heart there is trembling question, still I am sure that the answer is going to come somehow. Out there in the dark there is a beckoning candle and while I can think, while I can talk, while I can stand, while I can walk, while I can dream, please let my dream come true right now. So, I say to you we must unite while we can think, while we can talk, while we can stand, while we can walk. We need to evaluate priorities to benefit the residents. There are consequences when we are doing nothing.

Richard Farr, Member of the Public said there are laws on our books already that should be addressing and more rigorously enforced to improve the quality of life in our community. So, to Chief Story, I don't know what resource political or policy constraints that your fine team are having to deal with. I think it is clear to everyone in this room that a more effective and rigorous enforcement of laws that are already on the books would go a long way to improving community life. You council members, particularly those who have been on there for a number of years, you are very much a part of the problem. Your distorted priorities, refusal to take responsibility and effective action is shameful. It is a noble thing to care for those who are the least among us but not to the detriment of the quality of life of the greater part of the community of hard honest, hardworking, tax paying citizens that are the true body, heart, and soul of our community. To Mayor Enriquez, you are a new face up there and we hope that you will aggressively step up to the challenge and provide the inspired and dedicated leadership. The determined leadership necessary to get our community headed in the right direction. To all my fellow citizens, in the auditorium and beyond we are also part of the problem for not asking effectively and not demanding action, transparency, and complete accountability from all these folks up here and from all our elected representatives.

Dr. Kyle Schumacher, Member of the Public said I head and manage Schumacher Veterinary Clinic on Valley Drive very close to the location where the tragedy with Officer Henandez occurred. Our family-owned veterinary clinic has been a staple in the community for over 40 years. I am sure I have seen more than one of you in the clinic, often times on a weekend or on a holiday. During that time, we have also been privileged to work with LCPD, their K9 Officers, along with numerous other law enforcement agencies. All of the businesses in our area have been struggling with the progressive influx of homelessness and subsequent crime. Our clinic and neighboring businesses have suffered from numerous break-ins, vandalism, threats to our personal safety, and general aggressive and disruptive behavior at all hours. These deplorable conditions also present concerns to our customers and have had negative impacts on business and revenue. This particular instance has been very difficult on a personal and emotional level. I passed the roadblocks myself that Sunday night, minutes after the tragedy occurred on my way to attend to a sick family pet. A few minutes different in time and space might have resulted in a different outcome perhaps on my front door or in my parking lot. I could not have dealt with these circumstances. I can only be deeply and eternally grateful to Officer Hernandez, his sacrifice, LCPD, and all of those involved. It has certainly made me rethink and reconsider doing business in this location and sadly most especially providing after hour services to the community. We are the only veterinary clinic in Las Cruces to do so but I am uncomfortable with the risk to our safety. My many actions with LCPD including personally with Officer Hernandez have never been anything but positive. Our police officers have been tasked with the impossible burden of protecting the local citizens and businesses without any real means to do so. The city has ignored these issues for far too long. Our livelihoods, LCPD, and most especially Officer Hernandez and his family have paid the price for this neglect. Similarly, the homeless and transient population in question is in need of real help. Every day I see obvious cases of physical and mental illness, severely erratic and dangerous behavior and obvious struggles with illegal drugs and other addictions. Again, the city and our judicial system has failed to provide the help needed by all. I know that improvement

won't be quick. I know it won't be easy. In fact, I fully expect that the situation will get worse before it gets better. What we expect the City of Las Cruces to pay real and immediate attention to these matters and to plan for concrete change I would like to also assure you that local business owners are communicating, planning and trying to provide constructive solutions. Now is the time to effect change.

Vic Villalobos, Member of the Public said I own a couple of businesses in town, and I know some of you know me. I actually want to start this presentation, I know the people behind me can't see this, but I want you to see this because honestly, I don't think other than the two Chiefs to my left truly understand the gravity of what is going on. Since February 10th to this morning, I am going to show you. These are the people in our community in the last 10 days that have been arrested for all these crimes and for the people behind me what I am showing them is 16 pages of over 220 people that have committed crimes and that have been arrested in our community and those aren't the people that we account for that the police have had interactions with that weren't arrested but that are true arrests within our community and I want to finish with a picture of what I call Steve. This is Steve. If you have not seen him, he is all around town. Steve has been polluting our city streets since May of 23. On June 3rd in the morning at 7 a.m. Steve was arrested on Valley Drive for breaking into businesses as he was taken by police into custody, and he was released about two hours later. Two hours later he decided to go back on the street and he made the mistake of robbing the businesses around, he robbed, he broke into, and vandalized three businesses around me. When he came to my business, we had the proper security set up, he was detained while the police got there. Steve, since then has gone on to commit plenty more crimes all the way through January which include being naked on the street, to battery to more burglaries, you name it Steve does it. So, this is a problem that we have the same people coming out over and over. Now I want to fast forward to the date of February 11th so the morning of Jonah's death. He was killed on the corner of our property, and I have no words for Story. I have worked with the Police and Fire. We didn't actually call because of that vagrant we called police because two vagrants that broke into the back of the property and so we had three people, we had an incident of three things going on on the property at one time and it was because Jonah had contact first with that person to what happened and it's just a sad situation. I want to say I believe you have failed us. You up there have failed this city. You have failed in what you have done in the past few years doesn't work. It hasn't worked and despite the fact that Jonah died, the fact that a citizen had to shoot and kill someone to try and render aid to an officer. Despite all those things I believe I still have faith in you, I do. I believe that you still know what you are supposed to do right even those of you that I blame for the past, I think you know what you need to do, and I ask that you do it. There are new people up there, there are old people up there. Despite everything I have faith, I do that you guys can do the right thing and that is all we are asking today's businesses, do the right thing.

Shannon Murray, Member of the Public said I am managing partner of Las Cruces Dock Diving and K9 Event Center. The business is located at 335 South Valley Drive. We are on the same property where Officer Hernandez was brutally murdered. Since opening the only indoor K9 pool in the state and region in May of 2019 we have worried for the safety of the customers not to mention the other dog trainers that are all female. We love our customers, human and canine, have become friends with

many. Sadly, we have shared a lockdown while police searched for a suspect and located them in Solitaire Homes. Held up one of our North America Diving Dog Events with customers inside while bomb squad came for something tossed over the fence with a death to all manifestos. Cancelled pool sessions due to police activity on the property searching for a crackhead who stabbed someone at Craig and Tagert. I just finished a class with a customer before heading here today and this is her direct quote to me. “We can’t support this area if you can’t support this area”. Please help us make this community a better place for everyone.

Heather Murphy, Member of the Public said I am a thirty-year resident and a sixteen-year employee of Tagert located directly across from Community of Hope. Our hearts go out to Officer Hernandez’s family and our community. I find it obscene that it has taken his death to finally get people’s attention. We are asking you to untie LCPD’s hands, increase patrols in high incident areas, increase the number of officers in the property crimes unit, actively push for prosecution of repeat offenders of property and trespassing crimes, and restate effective measures to eliminate panhandling and homeless issues plaguing our city. In addition, I challenge you to collectively and actively push for and solicit funds for a permanent sustainable crisis center. While I agree that not all homeless violent or criminals. I applaud those who are actively working to make better for themselves and their communities. I refuse to sit here and allow you to continue to lie to the public and turn a blind eye to the issues. Just within the bounds of our building and the lateral next to us we have a murder, a recent unintended death, drug addicts and dealers, dirty needles and pipes into our work yard, our mailbox was torched, employees are threatened and assaulted, destruction of property, shoplifting, break-ins, armed suicidal individuals, fights, trespassers, illegal camping, and mounds of garbage and feces to name a few things. We are forced to deal with incidents every week and often multiple times in a single day. A huge number of these involving homeless individuals. We have filed police reports, sent letters, made phone calls, emailed, had Zoom meetings, post signs, and offered up reasonable solutions over the years. Unfortunately, it appears that our city and its representatives are only interested in doing the minimum required to help local business and are perfectly happy handing out lip service and warm fuzzies instead of putting their boots on the ground and doing the hard work. I have personally worked with EBID in cleaning up the Armijo lateral around us and I would like to thank them for the assistance. We have spent well over $35,000 in repairs, security measures, and cleanup. That money could have paid an employee’s salary who in turn could have contributed to the tax base of this city. Aside from the financial burdens no one appears to be concerned about the emotional cost which are extremely high. Our employees feel victimized over and over every time they have to witness these incidents. Please do not let Officer Hernandez’s death be in vain.

Donna Stryker, Member of the Public said my husband and I own commercial property onValley Drive two blocks from where Officer Hernandez was murdered. We have had multiple issues with violent vagrants and violent homeless at our building. According to the director of Community of Hope Nicole Martinez at a townhall meeting on January 23rd it is myth that the homeless are violent and drug addicts.  Tell that to the family of Officer Hernandez. We have owned the property for over 13 years and in the last four years the incidents have escalated substantially. We have spent thousands of dollars on repairs, additional cameras, barriers, fencing, and more. And

as a taxpayer I find that very offensive to my husband and I and it adds insult to injury. We contribute financially to the city and the county of Las Cruces. What exactly to violence, homeless, and vagrants contribute to our once fine city? I would like to request the following of the City Council, an increase in patrols to the high incident areas. and an increase in charges for stolen property where homeless are allowed to steal shopping carts and walk the streets showing off their treasures. An increase in the number of officers assigned to property crime. This private citizen would like to request that a Work Session is scheduled in the very near future to address my concerns and the concerns of everybody here today. Council Woman Bencomo I would like to address that this to you. You told me prior to the election that a scheduled Judge ruled that a city or municipality that owns property cannot move homeless off the property unless they have somewhere to go. That was a ruling of the Ninth Circuit Court. We live in the Tenth Circuit Court, it does not apply here and that is why the city property the west of Casa del Peregrinos cleared out all the homeless the day before election. That was very convenient and why does Mesilla move their homeless to Las Cruces. The homeless on the ditch bank behind our property on McSwain is EBID land. There is a “No Trespassing” request made multiple times. They were moved to the City’s property which is in violation of Code 18-2. I highly suggest you read it. The city is breaking the law and allowing violation of its own City Codes, what is good for me is good for thee. The city property owners and small business owners are outraged at the deterioration of our city and our voices are going to be heard. Our city must be safer for all of us. “Never doubt that a small group of thoughtful committed citizens can change the world. Indeed, it is the only thing that ever has”, Margret Mead. I would like to thank the Council for looking at us today, it really makes a difference and I feel like you are paying attention.

Shawna Pfeiffer, Member of the Public said my husband and I own Stryker Shooting World at 415 South Valley Drive but more than that I was born in Las Cruces and I don’t recognize it anymore, at all. What was once full of vibrance and prosperity, hominess, and culture has been bastardized by filth, decay, violence, and crime. The politics of this once great city have resorted to pushing a progressive agenda at all costs, even at the cost of public safety. Do you wish to live in Portland where public drug use is rife and feces litter city spaces? Do you wish to live in San Francisco where constant theft is pushing businesses out that have been established for decades? Do you wish to live in Chicago where lawlessness reigns and cops are actively hunted? Then move, go and stop bringing it here. In last 6 months my husband and I have witnessed the following firsthand, a man was arrested I hope across the street from our children’s daycare while openly pleasuring himself. Alcohol and drug paraphernalia litter the streets and are actively consumed in broad daylight. Human feces is nearly a daily occurrence on private property, rocks have been thrown at us and our business. Vagrants openly carry machetes, broken bottles and even a speargun into a restaurant my children and I were eating at. Screaming vagrants cause us to have to hide in the bathroom while we try to patronize other businesses. Flood control infrastructure constantly blocked with items stolen from Goodwill. They are making apartments under our bridges. Tented trespassing persons attempted to call our dog away from us. ATMs are constantly monitored, and I have seen homeless people basically ascend on those in front on me in line. My husband has been threatened numerous times when he attempts to open the business and arouse trespassers from their stupor. When we get an alarm call at 2 a.m. for the store and

my husband has to go down to make a report I only hope it is just another incidence of destruction just to be destructive and not something more sinister. I can't move. My whole life is here. I have a career, a business, a farm. Everyone my children love lives here. They get to see their grandparents almost daily. In this city I was raised to be empathetic, kind, generous, and it breaks my heart that I cannot teach my kids those same values because it is dangerous. You can no longer take the time to get to know someone on the street because violence, mental illness, and drug use causes people to strike without warning. My daughter wants to be a police officer, like her uncle, her hero. How am I supposed to tell her that it is a job where the community demonizes you, the courts throw your efforts in the trash, and the city politics make your job impossible to complete. Our business apparently drew the short straw to be co-located with the ever-expanding attempts by the city to appear progressive even though those policies don't work here or anywhere else. The work you are doing to help people at Camp Hope is noble and warranted but look at the numbers of those willing to play by the rules and be helped they are minuscule compared to their counterparts who cannot be helped who are violent and destructive and dangerous, but these problems are not Valley Drive problems or Picacho Avenue problems, they are Las Cruces problems. They are Dona Ana County problems and if allowed to fester any further they will become catastrophic for every resident in the area who lives, works, or buys groceries here. Every law-abiding hard-working citizen who pays taxes and is just trying to raise their family in a city that used to be safe and tranquil will pay the price either with their lives, their livelihood or the basic human right to feel safe in the once beautiful city they chose to settle down in. I implore the city to consider the policies that led Chicago, San Francisco, and Portland to where they are now. Las Cruces is headed down the same path. This is a moment for change, be brave and change. You have laws on the books, enforce them, prosecute them. Stop making my hometown a sanctuary for lawlessness, drugs, and violence.

James Chavez Floyd, Member of the Public said I am a sixth generation Las Crucen. Johana, my friend, all the stuff I wrote down on my speech last night was all covered behind me. I live in District 4, my business in District 4. It is nothing like it was four years ago. To have to pick up Fentanyl across my parking lot every morning and chase people away that are just vandalizing. My daughter goes to school downtown as well. It is dangerous. I have done my best to serve the community and be fair and to have open thoughts on all the things that you guys campaigned for, and I ask now for you all to serve us as citizens and make this town safe so our children can play out front. We won't be robbed. The children and the elderly won't be targeted. The Fentanyl problem, the motels, all this stuff. Our police need backing. No more defunding the police. We need 100% help. It is dangerous. We need you guys now more than ever. We are in the national spotlight. We have Fentanyl coming over our border right here in a mass amount that is killing all of North America. We need help.

Patricia Jimenez, Member of the Public said I am the owner of the Little Shop on Main and I have been an ongoing crime victim of violence since February of 23. I have voiced my concerns since 2023. I have a five-year order of protection and I have several trespass warnings cards and unfortunately my condolences to Officer Hernandez, he did respond to one of my situations and it is unfortunate that he wasn't able to provide my store with the report number so that is a little concerning. I have had third parties reach out to Chief Jeremy Story and I have yet to hear from you. I

have been harassed by your officers for calling the police on several occasions. I have confronted the police. I have been told that I was a cop hater. That I think police are bad, like Brad Lunsford who actually came to my store and told me that I had to raped in order to get a temporary order of protection. That has been reported to the Attorney General and the Department of Justice and the FBI. I just want you to know that I am not a big person. I probably weigh like a 105 pounds and I am by myself. The security has to protect me but the security that is hired by the same council here to patrol the streets and there is only one security guard, that is ridiculous. We had a guy with a hatchet that I have a trespass warning card, he has terrorized me, he is on Fentanyl. He came with a hatchet, and I have footage and that footage is being shared with the media of a police officer telling me that the trespass warning card has nothing to do with the hatchet even though it was right by my store. It was at my store. I am just trying to figure out what is going on here, but I have been harassed. I have had people covered in blood come in my store for theft, vandalism, stalking. I have about nine trespass warning cards and I have a lot of police cards with no report numbers on them. I am being told that my trespass warning cards that we don't do report numbers anymore. Since when? So how do I document that guy with the hatchet that comes to my store if there is no report number and that leads to the statistics. I reported the Police Department and the City to the FTC for falsifying statistics and I am going to tell you why. Some people may not report those cases, correct? What about people like me who get trespass warning cards but no report number? What about the people that are calling 911 twenty times and police don't come and that guy is gone, the police come, they leave. They don't even talk to us. They don't even call us and they don't give us a report number. That is very misleading to the public. Sometimes the police make it about me saying I have PTSD. I am acting crazy, and I can hear on the footage when I request IPRA footage that the police their computer systems in their cars are not working. So maybe that might be why they are taking a while to come. Body cam footage is being manipulated. That is being reported to the Department of Justice. IPRA violation with the Attorney General. The City Council continues to enable known corrupted nonprofit organizations such as Desert Hope and Community of Hope. You recently budgeted $6 to $7 million to these two nonprofits that enable drug use as Fentanyl. Drug dealers sell drugs. Needles are distributed throughout the facilities, prostitution is evident leading many to believe that the needles and all that they are shooting up and coming to our stores and actually terrorizing us. This has been reported to FBI, the DEA, the CDC, the Community of Hope is being reported to the IRS because apparently, they are corrupt and they are using their nonprofit status to get $6 to $7 million a year so that they can harbor these criminals and drug dealers and they are terrorizing us and that is wrong. You guys need to be accountable.

Natalie Chadborn, Member of the Public said I am the owner of Flowerland and Flowerland2. At the Lohman location at the Arroyo Plaza, we have experienced vandalism in the middle of the day, homeless men sleeping in front of our doors, urinating, and defecating in front of our doors, burning a shared trash dumpster in the back with our other business owners and many other similar acts. My employees are afraid, and I have no way to protect them. We take all the precautions, but we still feel unsafe, and we are on guard all day long. I am requesting from you, the elected officials the three following items, an increase in officers patrolling in the high incident areas, increase your budget, whatever you need to do make it happen, increase of

officers for property crimes, higher more, move money, whatever you need to do to make it happen and finally I am requesting a Work Session within the next thirty days so that we can work on a plan of action that will enforce existing laws for the purpose of protecting all of us who live and work here.

Michael Fraembs, Member of the Public said I am with Arista Development. I am here today, originally, I came to speak about Officer Hernandez. It's a very emotional and traumatic event for our whole entire community. Very sad what happened, and I was going to give everybody my two cents of how I feel. However, I don't feel that would be productive. I want all the council men and council women, take a look at your audience here. Listen to them. You are here because you are elected, and we require you to put processes in place that we voted you in for. I could honestly say every single one of us are here because of a broken judicial system. Criminals are not getting the proper, they are not being sent to prison, they are not being prosecuted and it is entirely sad. I was here a year and a half, two years ago with my business which was in construction with regard to all the theft and burglaries that we were going through. I spoke to everybody, and I quote which is very sad that, "this is victimless crime and I need to have compassion for people" that is what one of the council members told me. Victimless crimes ultimately ended up with the death of Officer Hernandez. Think about it. Look at his rap sheet of the criminal. Think about how many times that gentleman was arrested, released, arrested, released, and never prosecuted and that's a dang shame. A man had to lose his life for protecting our community and being a good public servant. We all here have the responsibility to uphold the judicial system and criminals need to go to jail, no if ands or buts. Last night a community of us business owners all got together, and we spoke about the problems we are having and constant cost, fear, anxiety that we all receive as business owners and that is one of the reasons why we all met. I want every single one of you up here to know we are forming a group, Las Cruces Businesses for Public Safety and you are going to be hearing a lot from us. The democratic process is extremely important, republicans/democrats. That was created to create a check and balances of both parties and it is extremely one sided. We are not here to create conflict. We are here to create change and solutions and both of us no matter what our viewpoint is we need to work with each other and come together as a community. It is so sad to see Officer Hernandez lose his life, but I hope there could at least be one good thing that comes out of this and makes us all look at one another and come together as a community not as an adversary. We are all Las Crucens. We all live in New Mexico. I think if you ask any one of us no matter what side of the aisle you are on, we are all here for the same thing and we need a safer Las Cruces. So, we all came here as a community to work with you not against you. Yes, emotions are high, people are upset, people are fearful that is going to cause everybody to conflict with each other and we need to come together to work this out. The sad thing is at this meeting last night we identified the vast majority of these crimes are happening in District 4. In fact, we classified District 4 as Ground Zero. Ground Zero for all the criminal activity that has gone on here in Las Cruces. These transients, homeless, unhoused people are becoming aggressive, unstable, unpredictable. Officer Hernandez had no idea he was about to be charged with a kitchen knife and have no time to react. A trained officer did not have time to react. Think about a normal citizen like myself or anybody up there. What would they do in that situation? A trained officer was not able to react within enough time because we are dealing with extremely

unstable people on our streets. I am very hopeful Mr. Mayor, Chief Story. I am very excited to see some new blood up here. I think both of you can enact the change that we need. This issue is a cancer and what happens when people get cancer? It needs to be cut out. Now I am not saying that we need to lose our humanity in doing that, but actions need to be put in place and people that are repeat offenders need to be punished. If they are not punished things like what happened to Officer Hernandez will happen again or to one of your constituents. Like I said I want us all to work together as businesses, business owners we are all here to work with staff. Some of the impacts that have happened with us as business owners costly damage from vandalism, time loss, broken windows, scared employees, fear of safety, citizens even having to protect themselves. Example, I was at a different vet for many years, I transferred over to Schumacher Veterinarian clear across town because they are the only veterinarian that provides emergency animal care and with two working dogs I desperately needed that. If she went out of business and if I had an emergency with working line dogs I would have to drive all the way to El Paso to get care for them. this one business employs over 30 employees, 30 families, AAMCO, brick and mortar is extremely tough nowadays. Try getting walk in traffic in general much less in ground zero. Dang near impossible. Walmart, theft, aggravated panhandling, dock diving. Can you imagine running a business where an officer was murdered. What would that do to your patrons? Vic has people coming from out of state bringing money into Las Cruces from Texas, Colorado, many other states which we desperately need here in our community and that is being jeopardized. Solutions needed, I desperately need a Work Session in place for our coalition Las Cruces Businesses for Public Safety within the next 30 days. We need to start enforcing the panhandling laws that are already on the books. We need to get our District Attorney to start prosecuting repeat offenders. Don't let Officer Hernandez's life go to waste as it very well could be if we don't come together. He gave his life to protect our community. Let's protect his memory.

Kim Stewart, Member of the Public said I am the Sherrif of Dona Ana County. I wanted to publicly and officially express our extreme condolences for the passing of Officer Jonah Hernandez. We have not been able to do that before and that is the reason I am here today. I also wanted to express to Chief Story and LCPD we are honored to be asked to assist you during this difficult time. We continue to be here for whatever your needs may be in the coming weeks.

Ernest Carlson, Member of the Public said I am a financial advisor with Edward Jones. I have had a business here for a little over seven years. I am also a Captain in the US Army Reserves. For the last two years I have never seen so much crime in this city. It has impacted families, businesses, and visitors gravely. I do not see this as lack of duty on behalf of our fine police officers and law enforcement but rather a dereliction of duty on behalf of our elected leadership in reducing the patrol budget by 3% on this last budget from 41%. I don't know if you all knew that? Rather than increasing that budget that is a big problem. I guess my final point is the majority of the city revenue comes from gross receipts from businesses and people going into businesses to conduct business. So, what happens if we can't keep them safe and we can't keep the businesses safe, and those businesses close their doors and they move out of town and then the people that live in this fine city don't feel safe enough and they move out of town? That reduces your salary, and it reduces your budget to

do all the things that you want to do andthe pie in the sky deal that you guys keep bringing to this table.

Jamie Borsodi, Member of the Public said I am with the Regional Chair for the United States Tennis Association, and I am here to speak on behalf of our kids and all of our recreational players about the need for us to feel safe.

Judy Harless, Member of the Public said I am the Mayfield High School Tennis coach and I run a lot of Jr. Tennis tournaments here in town at Lions Park.

Jamie Borsodi said as a community we are very fortunate to have a public facility with 12 lit tennis courts, swimming pool, handball courts, a children's playground. Courts are in use in the morning and in the evening. Used by middle and high school. Used for summer camps. These activities are all open to the public at little or no cost if they are being put on by a different organization. We recently had a tennis tournament that Judy ran. We had over 80 kids and we had a survey that our results came back to us from the United States Tennis Association and the comments were at the park there were a lot of homeless. The restrooms are not clean. I will not take my daughter there next time. Lions Park venue was unsuitable for a Junior Tennis tournament. This was a park with homeless men everywhere. On Saturday 8 police cars responded down the street to what I understand was a homicide. I will not subject my family to this venue again. These are guests coming into Las Cruces.

Judy Harless said while I was running the Junior Tennis tournament, I have to call 911 once on Friday and then I had to call them twice on Saturday and a referee called them once because we had a lady come down Picacho Street yelling and screaming her head off. She had no shoes on, she was improperly dressed. She came across the street and walked behind so we had to have somebody do a wellness check on her. I thought some guys were smoking in the men's bathroom and said, "hey no smoking in the bathrooms", and I peeked the door open and they were doing Fentanyl in the bathroom. Here we had a junior tournament with 84 kids, and they are doing Fentanyl in the men's bathroom.

Jamie Borsodi said as players we have been subjected to peeping toms in the woman's restroom, a man disrobing on the courts in front of the middle school players. Players have been threatened. Police were called but there was no action taken. Registered sex offender walked through our junior tournament right through, we know that because the policeman said oh you know him? He is a registered sex offender. Open drug use. So, I understand as a city that we are compassionate and caring about the homeless and we have done wonderful things to help the homeless and the mentally ill among them, but it is time to put the compassion to us as citizens and our kids and provide us a safe community.

Juan Garcia, Member of the Public said condolences to the family of Officer Hernandez and the officers of LCPD and to the family of Oscar Ramirez. He too was murdered recently on the corner of Armijo and Van Patton in front of a residence. You heard this last time. He is now another Las Cruces statistic. How many remember his name? I am very glad to see the very large number of small businesses, the forgotten

and ignored victims here today from Council District 4 and the community to share their pain, suffering, and financial losses at the hands of the Las Cruces criminal element. Except for the new council members all of you have heard or witnessed the frustration of hundreds before them and we are still here listening to them again. We have not heard from State Senator Hamblen, or State Representative Rubio who represent this area or their plan to help solve the problem. Did our Dona Ana County State Delegation propose or sponsor grant prevention bills in 2023 or 2024? We hear there is a tremendous problem with mental health in Las Cruces and yet the Governor wants to invest $10 million in another abortion clinic. I guess everybody has different priorities. The following comments are from Chief Story during the recent press conference. He spoke about the murder of Officer Hernandez the result of, “brokenness of the New Mexico criminal system that our elected officials allowed, “and I am looking at our elected officials”. A system that should have protected the community from Silva but instead allowed it to endanger us all. There is evil in this beautiful city”. Thank you Chief for those words. That perfectly explained how elected leaders failed us. Citizens don’t want excuses anymore. They don’t want finger pointing. The question remains, how many more businesses will be ransacked, citizens or officers murdered before positive and decisive action is taken to protect your community? The same question that we have been asking over a year.

Julia Ruiz, Member of the Public said I have been a resident of Las Cruces for over thirty years. On January 2nd I spoke here and asked the following questions, how long before something is done, or someone is accosted or seriously hurt by one of these individuals that may be mentally ill or on drugs? How long will businesses continue to be vandalized and patrons made to feel unsafe while parking to enter their store front? Now the unthinkable has happened. My sincere condolences to LCPD and especially Officer Hernandez’s family. More questions develop. Why was Dona Ana County’s Triage Center shut down when we are clearly in desperate need of their services? Why is the focus not on the community and locals, the constituents, residents, and businesses? Instead, the focus is on nonproductive citizens that are mostly not Las Crucens. They are given housing, money, and everything free with no questions asked or strings attached. I have been visiting with small business owners and employees. They have told me that they are tired of coming into an unsafe work environment. They have trauma from the terror of witnessing crime and hostility, walking through the parking lots to get to work and while at work. Have any of you cleaned up human feces while at work? Where do business owners and their employees go for relief? When will the public be safe? Many of the business owners have stopped calling the police and this highly indicates that the crime statistics of 2023 are inaccurate. Crime has not decreased, it’s been ignored, and it is no longer being reported. When will the City Councilors empower law enforcement officers to enforce the laws?

Jenny Hornsby, Member of the Public said I live in 340 East Las Cruces Avenue. I am a fashion designer that sewed in that studio for three years. Across the street from me is where the refugee buses come daily for three years now. I live by myself, and I have no children and I am not married. All I do all day is sew. What I want to know is if we can help dreamers come to America and they come off the buses daily with their families with cell phones on them like Coming to America, why can’t we help the people here? There is a library book that is on that church property, and it feeds the

Mesquite community down there which is the oldest neighborhood from what I understand. I understand that gentrification is happening but I it is not happening properly. I fed that bookshelf for three and half years from a restaurant called Tiffany's Pizza which is my mother's and father's. We get tons of leftover food, so I have fed the homeless for three years in this city. Technically five but in that location for three years. On top of all of that I am going to be very vulnerable with you in October of last year I admitted myself to Mesilla Valley Hospital, not for drugs and not for abuse, not for anything else I just had severe breakdown in life. I got in there for depression, and I got to sit down with the community of the people that we are talking about right now for ten days, everyday about what their life was. Trust the fact that I asked every question. There was a lady in there from Tent City that I had fed that remembered me. It is not a problem of broken, it is a problem that we are broken but we are okay. When you leave Mesilla Valley Hospital you are not allowed to leave until you have an address to move into, a transition address. There was a man there that was there for sixty days that had light back in his life and he was so grateful to be there. He had been sick for 12 years and he was so grateful for the sobriety that he had had and Mesilla Valley was his angel. I am asking for grants to be made and a village of Mesilla Valley and make our dreamers come and give them cell phones and life too but fix your community first. Get grants for Mesilla Valley, make a stadium, the system is already there.

Kate Price, Member of the Public said I am happy to be here and see all of you in person that I have only read about in the newspaper and my husband and I have been residents in Las Cruces for about 16 years now and we recently built a home out off of Fairacres Road and we were excited about the election. We watched all the forums on KRWG and we decided who we were going to vote for and we got to the precinct and found out we couldn't vote because we are not in a voting precinct even though we are living in Las Cruces. We use Las Cruces City Utilities and there is a lot of people out there and so our question is there some provision to expand or add districts or I even thought maybe there could be a category of citizens At-large that aren't fortunate to live in one of the districts? That is just the question I am bringing to the council and I appreciate being able to do this.

Henry Young, Member of the Public said I am from the Las Cruces Gospel Rescue Mission and I would like to really inform many of the business owners that are behind me that we are not part of Community of Hope. Many people think that it is one big organization on both sides of Amador, but Community of Hope didn't start across the street until after the turn of the century. The mission has been there since 1992, and I want to give a little positive input today. We have heard the negative and I agree with it, but I am here to tell you that the programming that we have at the mission is working. We have seen many of those people that have come from Mesilla Valley Hospital that came to us. You hardly ever see the police at the mission. You see them a lot at Community of Hope and nearby streets. We have a program that is working. I am going to attribute much of that to the faith component that we add with our entire programming. They do have to go to bible studies. They have to follow rules. They work four hours a day. Many of them go out on the street for work and they do go and shop and do other things but when they come back they have to stop at the front desk, be checked to make sure they are not carrying anything back in. We are a drug free, alcohol-free institution. If we can do it there, we can do it across the city. It will

take time, it will include all of us, but other cities have done it. Neighboring cities in California have done it, LA is bad, others are good. Instead of Denver, Colorado Springs is clean.

Steven L Flowers, Member of the Public said I am the Ambassador of Christ from the Kingdom of Heaven otherwise known as Captain Flowers, retired Merchant Mariner of 15 years and Civil Air Patrol Cadet Captain. I have been sent to Las Cruces to establish a ministry. The ministry objective is to provide a place for those who do not have one. We are asking the Mayor if he could provide a representative to talk to me and I can debrief him on the ministry and also tell you more about it and so if that is acceptable I am going sit down and stand by and hopefully you can provide contact information today if you have a representative and if he can be an attorney I am an attorney as well.

Richard Barela, Member of the Public said I approached this council with some evidence of using my name for fraudulent purposes as well as defamation. I have heard nothing back. I sent a letter with the evidence. I do have the evidence Councilor Bencomo. I want to hear back. I didn't receive that money, but that paperwork says I did. I am not going to name organizations or names. I will do that in court if I am forced to. Also, I carry that walking stick back there not as a weapon, not intentionally but because LCPD broke my knee. I already had a broken back and part of that defamation is that it's some kind of deadly weapon that I am going to start beating people with. Well, no I have to beat off pit bulls that are left running loose and now I am facing a criminal charge because I was carrying something else to protect myself from these dogs running loose which is the second of the same type of charge which is false. Everybody thinks that the people sitting up here or wearing a badge are somehow righteous, not true. Not when there is retaliation on their mind.

Fred Huff, Member of the Public said I am also known as the Burn Lake Guy. I had not planned on speaking today but after listening to everything I wanted to make sure I recapped, understood everything. First of all, I do want to thank profusely the three new councilors or the two councilors and the Mayor for stepping up to this time in our history. To the previous councilors, let me make sure that I have understood everything correctly that I have heard today, and I can be corrected. It looked to me what I have heard from most of the businesses that almost all of the problems that I heard today is from District 4. By the way I am in District 4, Burn Lake is in District 4, our problems and most of the problems I heard today started about four years ago with the current councilor. Also, what I heard today a lot is that the Community of Hope, I was appalled yesterday when somebody showed me the budget in the amount of money being given to the Community of Hope. If you haven't looked at it, please do, six million, five million, seven million dollars to this nonprofit organization in the last few years and projected for the future. So, I think it is time that we do congratulations to the councilor of District 4 for creating such a beautiful magnet to bring crime and lawlessness into our district. Congratulations and thank you for a job well done.

Jo Ruprecht, Member of the Public said I am a long-time citizen of Las Cruces. I have many concerns. My concern today is very simple. I have listened carefully to all of the

comments that have gone before mine. Many of them have been addressed to the Mayor and the councilors, whether new councilors or old councilors but as someone told me about a year and half ago when I started being involved in more public projects, Las Cruces is set up as a system where it's a Mayor as a figure but the City Manager is the power. No one has addressed you Mr. Pili and I want to take that opportunity now. I have met you and I like you. We shared some commonalities over a five minute or ten-minute conversation sometime last year. I remember it well, I don't know if you do but many problems described today go within the tenure that you have served as City Manager and as much as I want to give you credit for coming into a new place and a new set of conditions from where you came from or anything you probably learned from I have difficulty with this situation. We did not elect you. We did elect our councilors and our Mayor, and I call upon them now to please pay careful attention to the City Manager's report which is on today's agenda I believe, and which should be given more often along with more comments and involvement on the part of the manager during these meetings. I ask you all to possibly reconsider the terms of the employment of the City Manager.

Sarah Smith, Member of the Public said I am from the New Mexico Freedoms Alliance. I give my condolences to the family of Officer Hernandez. We have been pleading with you to fix the crimes, drug, and mental health problems plaguing our community for years. Why didn't you pass any resolutions to urge our Legislature to pass the many bills that could have helped. For instance, maybe at your urging the Legislature would have passed the bills that were introduced to make it easier for the courts to hold dangerous criminals in jail. To increase the charges for drug trafficking and possession of a firearm. To strengthen the three strikes law. To increase the penalties for organized theft of homes and businesses, instead neither you nor our Las Cruces senators or representatives spoke in support of these bills and none of them passed. You have heard today from many people that are suffering. Meanwhile the city is spending millions on housing first programs to give homeless people that have no requirements for sobriety or accountability. Yet these programs are not helping many of the homeless to reform their lives and break free of their addictions. There have even been drug dealers housed in your homeless housing project. Will you please reprioritize the city budget to focus on public safety? If your own roof was leaking water into your house, you would stop buying new clothes or cars or going on vacation in order to get your house fixed first. We need to do the same thing with the city budget and prioritize the safety and health of the whole community over other projects. Investing in the film industry and buying electric buses is not the best uses of our taxpayer dollars right now. Please invest more in mental health and substance abuse treatment. Please ensure homeless support is resulting in rehabilitated responsible lives instead of no strings attached housing. Please hire more police officers, please enact ordinances to stop the catch and release of repeat offenders. If that can't be stopped at the state level, we have to do it here. Please find a way for defendants labeled as incompetent to receive mental health treatment instead of just being released back into the streets. Public safety is the most urgent need the community is facing, the other projects can wait but this has to get fixed right now.

Jorge Aguirre, Member of the Public said I am a small business owner and employer, and I am here saddened by the loss of Officer Hernandez. I am happy to have heard of the complaints and fears and a lot of these strong feelings my neighbors have, all

very warranted. We also and what I heard is that we have a lot of fear and a lot of concerns about every time we stop out of the parking lot right and everywhere in the city we feel unsafe and the problem is that I see is a lot of calls on boots on the ground and more police and the thing is that police doesn't solve the crime problem. At best they show up after the problem has already arise. What we need is less poverty, less homelessness, and I know that it is politically incorrect to help the poorest people. I know it is incorrect to build the Community of Hope and try to keep homeless people out without strings attached. What we need is for people to not be on the streets and it's hard to hear but if what we need to do is give them free housing with no strings attached maybe that is what we need to do. That is what has worked in other places. You know what hasn't worked? More incarceration. We are a country that incarcerates the most people in the world. We are not the safest. Yes, I thank the council for those progressive policies that have helped and some of them have failed. Some of them have not gone right. But it takes courage to do something difficult, different and go against the tide and try and do what is right for the community and so I know everyone here has good intentions and I appreciate everyone here listening.

Mary Morgan, Member of the Public said I am an unapologetic data nerd. So, the General Fund in 2023 increased by what 18 more LCPD officers for hire. I am not discounting anybody's first person accounts of the violent behavior or that they have witnessed, overall, in the city violent crime is down by 18% and property crime is down by 4%. Nationally homelessness has increased by 12%. Las Cruces is not immune to those kinds of statistics. I would love to come to a Work Session to try to address these specific needs in those businesses. Mayor, City Manager, and Councilors, Chief Smith, Chief Story you all have impossible jobs and thank you all for having the guts to put your name on a ballot.

William Gilman, Member of the Public said I am a Las Cruces resident and a small business owner as well. I know this is a really hard time for our community and my condolences to the family of Officer Hernandez. It is really heart breaking and as well for the state of lack of safety that people are feeling in our community, and I have been up here in the past to say that we need real solutions to the problem of homelessness, and I do believe further that this proves the point. As people continue to remain homeless and have their mental health issues aren't addressed, I have heard countless stories of what it looks like and how it deteriorates, and the violence can escalate and we need something that actually works. A lot of people have said a lot about local solutions but part of the issue that have people alluded to is the state level problem. If a person is arrested there is not always an actual place for them to be put in custody. A person with severe mental health diagnosis that sometimes can't be even prosecuted for misdemeanors which is why they are often released. We have no model for that in this country. There is no sort of therapeutic custody setting and we know people that are put in prisons often come out worse especially people with mental health issues. So, what do we do? It is a tough question but there is a working model in the realm of special education. I used to work in a setting for special education school with people with very severe mental health diagnoses, very severe behaviors. At one point I had to disarm, me and fellow mental health practitioners had to disarm a student with schizophrenia who was threatening to stab people with a real deal sharp pair of scissors and those systems work. We see huge improvements with those students, and I think we need to adapt that model for adults so that when these

people are arrested they can be put in a placement that keeps the community safe and the addresses their mental health needs and hopefully diminishes the violence that they are willing to commit in the future and we need to petition the Legislature about it.

## 4. READ CLOSED MEETING STATEMENT

### 4.1 READ FEBRUARY 5, 2024 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in Closed Session and only discussed those limited items as stated in the posted notice to discuss pending litigation regarding:

1. To discuss pending litigation regarding Jennifer Vega v. City of Las Cruces, D-307-CV-2023-02717, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

2. To discuss pending litigation regarding the estate of Teresa Gomez, et al. v. City of Las Cruces, ET AL., 23-CV-952, which is closed pursuant to the NMSA 1978, Section 10-15-1H(7).

## 5. ACCEPTANCE OF AGENDA

**Councilor Becky Corran moved, seconded by Councilor Yvonne Flores, to accept the agenda as presented and removing item 7.1 for discussion.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Becky Corran |
| **SECONDER:** | Councilor Yvonne Flores |
| **AYES:** | Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becky Corran, and Councilor Yvonne Flores |
| **ABSENT:** | Councilor Becki Graham and Councilor Johana Bencomo |

## 6. CITY COUNCIL MINUTES

### 6.1 REGULAR CITY COUNCIL MEETING OF JANUARY 16, 2024.

### 6.2 WORK SESSION OF JANUARY 22, 2024.

## 7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

### 7.1 RESOLUTION NO. 24-083: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET.

Charlie Fierro, Budget Analyst explained removal of page 38.

Councilor Flores asked can you explain what effect this has?

Charlie Fierro said this modification 3 where originally staffing versus anticipating staffing change hence the reduction of award amount. If you need further clarification perhaps someone from police or HIDTA can elaborate on the change that is no longer needed.

Jeremy Story, Police Department Chief said there was a plan in place by New Mexico HIDTA to change the fiduciary for HIDTA. That plan has changed and right now will remain with the City of Las Cruces. That is basically the reason for that amendment.

**Councilor Cassie McClure moved, seconded by Councilor Yvonne Flores, to amend Resolution No. 24-083 to replace Exhibit A.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Cassie McClure |
| **SECONDER:** | Councilor Yvonne Flores |
| **AYES:** | Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |

**Councilor Cassie McClure moved, seconded by Councilor Yvonne Flores, to Approve Resolution No. 24-083 as amended.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Cassie McClure |
| **SECONDER:** | Councilor Yvonne Flores |
| **AYES:** | Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |

## 8. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

### 8.1 RESOLUTION NO. 24-084: A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $3,000,000.00 FOR GROUND AMBULANCE SERVICES TO AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC DBA AMERICAN MEDICAL RESPONSE (AMR), OF LAS CRUCES, NEW MEXICO FOR AN INITIAL PERIOD OF FIVE (5) YEARS WITH THE OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR TERMS, SUBJECT TO RENEWALS AND APPROVED BUDGET APPROPRIATIONS. (PROCUREMENT NO. 22-23-021).

Virginia Barela, Buyer gave the overhead presentation.

Councilor Flores asked initial five-year terms, so from today's date till 2029 and then after that there will be three one-year renewal options?

Virginia Barela said yes that is correct. So, it would take effect March 1st of this calendar year through February 2029 and then after that we would have three options to renew for one additional year for each renewal.

Councilor Flores said Chief Smith I remember the last time we renewed this contract or this agreement with AMR. There was some concern in terms of the services they were providing and the service we provide or maybe it was MVRDA, well that was four years ago in 2020. So now we are extending five years. So, they have done a good job?

Jason Smith, Fire Department Chief said the contract that we are here to consider today is the first in many years that the City of Las Cruces is issuing. We are working

collaboratively with Dona Ana County. Dona Ana County is making the payments through us to AMR, and we will overseeing an Ambulance Oversight Committee as well as the contract for AMRs performance.

Councilor Flores asked we service the city only and they service the county only, but the city is within the county, how does that work?

Chief Jason Smith gave an overhead presentation.

Councilor Flores asked it was four years, were those same measurements or same checkpoint checking to make sure they were working within the response time, were there any instances of not responding, AMR within those response times?

Chief Jason Smith said I would say that there have been calls where they have not been responded to within the response time outlined with the contract that the county currently. I do know that hiring and maintaining fleet and ordering fleet has been a challenge since the Covid pandemic. AMR was subject to the same challenges in that way as well as in maintaining their staffing. I don't think in the last couple of years there has been any quarter where they have met their response time matrix with the county.

Councilor Flores asked they have not?

Chief Jason Smith said that is to my understanding.

Councilor Flores said I am just wondering about that working relationship and the safety of our community and at least I saw it as a big to do the last time we presented this agreement.

Chief Jason Smith said yes, I would agree and that is where I believe the improvement and the innovation in the system that we have created two dedicated zones in the north and south for units that are there for 911 response and we have a multitiered response system that we are going to establish within the core population center of the county for the city of Las Cruces just outside the city.

Councilor Flores asked there will be intermittent checks on keeping the stats, the times and all that?

Chief Jason Smith said yes, we are even going to be pursuing a third-party vendor to review the response data metrics from both the CAD from Mesilla Valley Regional Dispatch as well as AMR to actually report on their performance.

Councilor Flores asked have all the issues been resolved with MVRDA because there was an issue there too in terms of how they were channeling or communicating either with the city or AMR?

Chief Jason Smith said not that I can recall.

Joaquin Graham, Regional Director GMR which is the parent company of American Medical Response said I happen to live here in Las Cruces. Las Cruces is my hometown, and I grew up as a paramedic serving Las Cruces with AMR and another company over the years but I think Chief Smith's started one of the introductions with something I whole heartedly agree with. This new contract is very innovative and holds us to different standards and really develops what we were looking for, that of a partnership, right? It is no secret that Councilor Flores as you mentioned we have struggled with response time performance. Most of that is around our staffing parameters. We have done some very innovative work to increase the number of staff that we have on hand. That number is coming up very very nicely for us and we anticipate meeting those response time performances under the new partnership with the City of Las Cruces and their Fire Department and Rescues is going to be something that is very achievable and we look forward to working with you all on that.

**Councilor Becky Corran moved, seconded by Councilor Cassie McClure, to Approve Resolution No. 24-084.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Becky Corran |
| **SECONDER:** | Councilor Cassie McClure |
| **AYES:** | Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |

**8.2 RESOLUTION NO. 24-085: A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY2024 BUDGET TO ADJUST THE BONDS DESIGNATED AS STATE SHARED GROSS RECEIPTS TAX IMPROVEMENT REVENUE BONDS, SERIES 2023A (SSGRT BONDS) AND AMEND THE FY2024 VEHICLE AQUISITION FUND.**

Rocio Gamboa, Budget Analyst gave the overhead presentation.

**Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 24-085.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Becki Graham |
| **SECONDER:** | Councilor Becky Corran |
| **AYES:** | Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |

## 9. BOARD APPOINTMENTS

**9.1**

None.

## 10. NOTICE OF PROPOSED ORDINANCE(S)

1) There will be no public discussion.
2) A Councilor may ask staff for clarification on the proposed ordinance(s).

**10.1 COUNCIL BILL NO. 24-021; ORDINANCE NO. 3063: AN ORDINANCE APPROVING A ZONE CHANGE FROM R-3 (HIGH-DENSITY RESIDENTIAL**

**FROM THE SOUTH MESQUITE OVERLAY) TO C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT FROM THE SOUTH MESQUITE OVERLAY). THE SUBJECT PROPERTY ENCOMPASSES 0.233 ± ACRES AND IS LOCATED AT 541 CAMPO STREET. THE ZONE CHANGE IS TO ALLOW FOR THE FUTURE DEVELOPMENT OF A COMMERICAL BUSINESS ON THE SUBJECT PROPERTY.**

Councilor McClure asked we are the final arbitraries on these two proposals, right? Kind of to borrow from the legislature if Historic Preservation and Planning and Zoning vote no on this we still review this, right? Secondly the R3, is there still commercial availability in that zoning designation, just for my curiosity?

Larry Nichols, Community Development Department Director said even discussing it before the hearing basically those designations were reviewed and there is an allowed for that rezoning from 3 to commercial.

Councilor Flores asked by voting yes on this today means that we are bringing it forward for further discussion so you may be presenting all the data and everything, right?

Larry Nichols said that is correct. We have prepared a council packet for that presentation at the next City Council meeting, and they will be discussed fully about all the compliances and in concert with the Elevate Las Cruces.

Council agreed to bring it forward.

**10.2 <u>COUNCIL BILL NO. 24-022; ORDINANCE NO. 3064</u>: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF LAS CRUCES, NEW MEXICO ("GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY"), IN THE TOTAL AMOUNT OF FIFTEEN MILLION THREE HUNDRED THOUSAND DOLLARS ($15,300,000), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF NO MORE THAN TWELVE MILLION TWO HUNDRED EIGHTY THOUSAND NINE HUNDRED FORTY-NINE DOLLARS ($12,280,949), TOGETHER WITH INTEREST, AND ADMINISTRATIVE FEES THEREON, AND TO ACCEPT A LOAN SUBSIDY OF NO MORE THAN THREE MILLION NINETEEN THOUSAND FIFTY-ONE DOLLARS ($3,019,051), FOR THE PURPOSE OF FINANCING THE COSTS OF A NEW WELL, ASSOCIATED IMPROVEMENTS OF THE WELL INCLUDING CONNECTING TO THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT, AND REHABILITATION OF WATER STORAGE TANKS; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL, ADMINISTRATIVE FEES AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES OF THE JOINT UTILITY SYSTEM OF THE GOVERNMENTAL UNIT; SETTING AN INTEREST RATE FOR THE LOAN; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION**

**INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.**

Council agreed to bring it forward.

## 11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

### 11.1 COUNCILOR MCCLURE

I also wanted to echo my condolences to Chief Story and his entire force. I like you understand that words fail in the gravity of these situations, but I think what you said the other day in terms of it is a calling and particularly enhancing people with unique skills and that skill is courage and I think that doesn't remove fear. It is going and doing it any way, walking with that darkness and I am very glad that we do have those who are willing to do that. I do see my job as trying to help as much as possible to make your job safer and more effective for the public so I welcome any opportunities to look at how we can do that.

### 11.2 COUNCILOR MATTIACE

I would like to offer my sincere condolences to the family, and I will be there I believe Wednesday at 10 o'clock at Abundant Faith and I also realized today that a lot of our citizens actually have spoken and explained to me and showed me that quite a lot has changed since I have been on this city council and I appreciate their words today, their stories. I hope we can all work together to make the improvements in the safety of public safety issue for the city of Las Cruces.

### 11.3 COUNCILOR GRAHAM

I too would like to add my voice to the thousands who are expressing profound grief, condolences for our Officer Hernandez, his family, his LCPD brothers and sisters. I just want to express that I am holding you all in my heart and in my thoughts.

In a slight news item, I would like to thank Mayor Enriquez and Councilor McClure for joining me at the PAL Boxing Gym over the weekend on Saturday. We had some great amateur fights and again it is always so uplifting when we have these community events and have folks come into the gym who have not been there in several years and get to see the incredible good that the city investment in this program, in the equipment, in the people and the work that it is enabling. So, thank you colleagues for joining me.

I want to speak directly to Mayor Pro Tem Bencomo. You shouldered a lot today. I want to recognize how heavy that was, and I want to say here on the record that it is an absolute honor to serve with you, that your passion, your intelligence, your courage and your unyielding capacity to carry this heaviness. To walk through the world the way that you do and to inevitably the brunt of this kind of criticism. It is not unseen, it is not unfelt, and I am here with you and for those who would like to leverage all of the blame on one member of council I invite you to speak with me also, to speak with me directly, to call me out directly because I am here with you and for you Mayor Pro Tem Bencomo.

### 11.4 COUNCILOR CORRAN

I join my colleagues in sharing grief and I am carrying Officer Hernandez and all of LCPD as we navigate this and understand the context of all of the emotions that are coming out now. I continue to carry that Chief and Officers as you move through these days. I am going to speak about something that I experienced yesterday and really put this in context. Yesterday Mayor and I had the opportunity to attend Veteran's Court Treatment graduation which at the District Court down the street. It was an extraordinary experience that I had never anticipated it showed what a community can do when you see someone who has needs and you rally around them and support them and the folks who do Veteran's Treatment Court are doing extraordinary things supporting those folks through their journeys. First of I just want to say that is extraordinary they got an award and shared a lot about what they are doing and how they do it. It is a really complicated subject for which there is no easy solution. In this case all I can think in addition to admiring the folks who were sharing their stories and committed to supporting those folks working through the criminal justice system and their addiction was this was a model and there is one person on our council who is committed to doing this kind of work and that is Councilor Bencomo, when i did hear folks excoriating her I realize perhaps they don't understand how extraordinarily complicated these issues are and how extremely hard Councilor Bencomo has been working on these issues and thinking about them in complicated ways. I also would urge folks to direct their ire at me, I have been here. I am proud of the decisions that we make collectively, and I will continue to look to Councilor Bencomo as a person who thinks about things in ways that are different. In a way that she is not alone, in a way that I am here to work on complicated issues with my colleagues collaboratively and moving us forward and not leaving folks behind which frankly was the gist of Veteran's Court yesterday and what I understand they are doing in our community and I am here for it and its hard work and I am willing to do and I am looking forward to working together with you all to do so.

### 11.5 COUNCILOR FLORES

I too again extend my condolences to Chief Story, to your fellow officers, and the community. We have lost an officer in the line of duty and I will be there tomorrow as well.

I also align with what Councilor Graham and Councilor Corran have said regarding and I really saw it as bashing of Mayor Pro Tem Bencomo. I know she has worked very very hard. She has worked with the Governor's Office. She has worked hard on many many issues that are the root problem that contribute to the situation we are in. I would also like to say that we have to be awfully naive or downright ignorant to think that 4 years that being on City Council, her four years on City Council made all the difference and major contributing factor to homelessness. That is awful naive, and I just want to say to our fellow residents that all of us up here, I have to say this honestly that all of the elected officials here are here because we really love people. We really understand the root problems and all of us here, we are not here for the money. Most of the council that is up here have other jobs, nonetheless they are able to contribute whole heartedly, to be here and there, and go up to Santa Fe and lobby our elected officials.

I am the liaison to City Art Board. We had our first annual MIRA Las Cruces last April

and I believe this year it is April 27th and if that event last year had the highest attendance for any event historically that the city has had and finally Mayor Pro Tem and I had the pleasure of meeting these companies or whatever that promote cities and they have never been to Las Cruces. They were here, they loved it and so we are anticipating more people to attend, and the City Art Board is working on the chalk art that is on the sidewalk and the presentations last year were dynamite.

Also on the Animal Services Center, Barbara Bencomo and I attended the meeting with Clint Thacker. We went over the proposed budget and it's pretty good and Clint Thacker has been working hard at getting another veterinarian because everybody recognizes that we have a shortage and so in the meantime they are making do with what they can and the Animal Services Center has been looking for another veterinarian.

We have a Joint Powers Agreement with the Las Cruces School Board. The Joint Powers Agreement is for the Las Cruces Community School and just about every councilor, Graham serves as a chair of that committee, and it seems that in for the four, five or six that I have been on that there is a new school added on and the concept, it's a concept that started many, many years ago, maybe 100 years ago in New York and you bring the entire community in where the parents are participating and with their children's classes and their education and there is a lot of success. It's aligned with the NEA. At any rate I just want to share that from where I am sitting that we have a thriving community of people who care, people who are doing everything that can possibly be done to have a better world for everybody, and I just can't speak highly enough for the JPAs that I am on. My fellow councilors sit on different boards as well and I just have to laud my colleagues and that's it.

**11.6 MAYOR ENRIQUEZ**

I also will be attending the funeral tomorrow for Officer Jonah Hernandez. It was a heavy week. So, Councilor Graham, thank you for the invite. It was great to see our youth in this community with an activity showing their skills and their talents. Councilor Corran you are absolutely spot on, the Veteran's Treatment Court, it was great to see people who are committed to a change and change their lives and it starts with them and they follow the treatment. They followed the plan and if we all work together, we can work together on issues that we are all dealing with whether it is mental, addictions, things of that nature, that there is help and we just have to put those resources together and it was really great to see.

I thank City Manager and Staff for the Budget Retreat that we attended, and I am very optimistic. I like what was presented. There is a lot of things moving forward and a lot of the public comments that came today was things that we are already looking at, identifying, and moving in that direction and there is more that we need to build on and I understand that. That is why as I sit up here it is not one individual's fault. They can't point their finger at any one person. It's a community issue, it's a community problem but as a Mayor and council we are leaders up here and we take that with full responsibility. We will be responsible, and we will be accountable. I look to the City Manager, do we need a Work Session and I am willing to address those issues at the State of the City Address. So those are some things that we can do to move forward.

As we make our comments now, I can see that no one is left in the audience and if there is sometimes that there is information that is not correct and so maybe we could clarify some of those things. One of the those things moving forward I would like to see this start taking place in April but we are going to change the agenda and we are going to put the public comments right before the Mayor and Council comments and hopefully we can make that agenda change so that it is right before our comments so that not get into a debate or discussion but at that point they can hear some of our comments as to what we are working on and the other thing is a sign-up sheet and to be honest I can't figure out the rows. We would like for staff to create a sign-up sheet for those individuals who wish to speak at public participation to sign up, put their name, their address and so that we have it for the record and if they want to include the topic that is fine but I think those are some of things we need to do in moving forward and I would like to see that take place hopefully in April. On another note, on public participation on my part, the Las Cruces Public Schools is coming to have a benefit on Friday, February 23rd it is a tortilla folding contest. It is a benefit for the Las Cruces Public Schools. Join me if you can.

## 12. CITY MANAGER REPORT

### 12.1 IFO PILI

Just a reminder February 24th is our Government Communications Day. So that is in honor of our Communications, give kudos to them. Also Visit Las Cruces, Sun Seekers Trail Pass has launched. It is a free mobile friendly passport that includes information, over 20 trail locations and the neighborhood dumpsters as well at Paz Park parking lot as well at Tony Gomez Park, and Henry Benavidez Community Center from 8 to noon.

Mayor and Council, if I can just add one comment here about and I will keep the rest brief on my report. There was a comment made which I want to highlight, and I am grateful for the comment that was made because that was probably the most enlightening comment, I think if people really listen to a woman in the back, she is absolutely right. The form of government we have is a council/manager form of government. Like I said if everybody understood that this would be lining up in my office because the way that a council/manager form of government works is that the City Manager is appointed to run the operations of the city and one of the genius of that role is that it takes the politics out of that and that we go strictly on day to day operations and many people in the community understand that and both Chief Story and myself have had opportunities to speak and to really talk about facts. Give real data because the politics aren't mixed into that. Certainly, we can speak more freely about facts and move away from the politics. If we are talking about facts the Police Department in the last three years, the General Fund Budget has increased by 25%. We spent close to $6 million on just vehicles and so there is so many programs, so many things that are, Chief Story and Chief Dominguez that have been pounding and putting into work and if people understood that rather than pointing fingers at the Mayor and council. I think there would be more productivity in the conversations that we have because there is absolute truth in that and I am happy to sit down with anyone, Chief Story as well, we are happy to sit down with anybody and talk about the plans from administration. We have also asked for solutions and I really haven't

gotten much from those who have come but what they have walked away with is a better understanding of how city government works and the things that we are doing and the things that again that are not working but I will say is what the council does have or what the council is responsible for is approving our budget and the council has approved every single thing that we have brought to you certainly since I have been here. There has been no push back when it comes to public safety and I want to make that known, that is a fact no matter how the council and Mayor feels about what needs to happen there has been no push back. So, any thoughts about defunding, I don't know where this information is coming from but I can tell you guys as City Manager there has been no talk about that at least with me who is the only employee of the mayor and city council and so I just wanted to make that known and also again I would spread that. I would tell the people that of what the role of government we have so that they will understand so we can meet with the politics aside and we can talk about again some of the things that we are doing that is working. In all my years I have never had a mayor and council that has worked so hard with the solutions because your role is really policy but you have worked so hard in trying to come up with solutions and I get stuff all the time from you council about things that we should try, we should do just from looking at other cities and so I wish the crowd was still here so that could be said but I appreciate the comment ma'am earlier. That is where you should be looking, that is where the people should be looking but I appreciate the opportunity and I stand with Chief Story when he says we want to make sure Officer Hernandez is honored and his death isn't in vain. So, we will continue to push. We will continue to try and come up with solutions and we have never slowed down, council hasn't, neither has staff. I have said that before, but it doesn't seem to register so I would like to say it again and again I appreciate the comment and the opportunity.

## 13. ADJOURNMENT

**13.1**

**Councilor Yvonne Flores moved, seconded by Councilor Becki Graham, to adjourn at 3:45 p.m.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Yvonne Flores |
| **SECONDER:** | Councilor Becki Graham |
| **AYES:** | Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores |

Mayor

City Clerk

# MINUTES
## Work Session
**Monday, February 26, 2024 @ 1:00 PM**
City Council Chambers, City Hall

**PRESENT:** Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace

**ABSENT:**

**1. JOBS OF THE WEEK**

**1.1**

Sarah Raney presented Jobs of the Week.

**2. PETS OF THE WEEK**

**2.1**

Amy Defelix presented Pets of the Week.

**3. AGENDA ITEM**

**3.1 CITY OF LAS CRUCES 2023 ECONOMIC SUMMARY.**

Monica Torres, Economist gave an overhead presentation.

Councilor Flores said there is a strong footing in 2023 growth but that was more moderate. I just want to understand how that happens.

Monica Torres said we have had many changes that we've have never seen before. We have a very resilient economy so far but we're living in a high interest rate environment. While there is the expectation that interest rates are going to come down it's been the highest interest rate in the last 20 years and the highest increased

pace. This can have a lag affect in demand. When you affect demand you can effect employment, that is why we think there is going to be a softening on the labor market. It's been the lowest unemployment rate in the last 10 years. Why I say that it's going to be a more moderate growth in GRT we've experienced very strong growth in 2021 and in 2022, but things are normalizing. We have a lot of the Covid related programs already expire and some expire in October and as I say interest rates remain high, all those factors can contribute to have a more moderate growth.

Councilor Flores asked in 2024?

Monica Torres said yes.

Councilor Flores asked then there's just a trend?

Monica Torres said yes, 2022 was still a strong year and if we compare year over year we still grow 3.2 percent but we're not seeing the 9 percent we experience in 2022 compared to 2021 is like more aligned with what we've seen in the past.

## 4. ADJOURNMENT

**4.1**

**Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Adjourn at 1:15 p.m.**

| | |
|---|---|
| **RESULT:** | **Carried** |
| **MOVER:** | Councilor Johana Bencomo |
| **SECONDER:** | Councilor Becki Graham |
| **AYES:** | Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, Councilor Becky Corran, Mayor Eric Enriquez, Councilor Cassie McClure, and Councilor William Mattiace |

Mayor

City Clerk

24-091

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ N/A | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | David Vielma | **Department:** | Economic Development |
| **Program:** | LAND MANAGEMENT | **Line of Business:** | LAND MANAGEMENT |

**Title:** **A RESOLUTION APPROVING THE PURCHASE OF 927.47 SQUARE FEET PORTION OF LAND OWNED BY BLARNEY, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY AT 2135 MARTHA DRIVE IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED SIXTY DOLLARS ($6,260.00) AS PART OF MADRID AVENUE EXTENSION.**

**TYPE OF ACTION:** ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

## PURPOSE(S) OF ACTION:

To approve the purchase of real property by the City of Las Cruces.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On November 18, 2019, City Council approved Resolution 20-060, which amended the City's Capital Improvement Program (CIP) for Fiscal Year 2020 through Year 2025. This includes the Madrid Extension as a project listed on the CIP, with land acquisition for right-of-way between Martha Drive and Anita Drive.

The City needs to acquire approximately 927.47 square feet of land from Blarney LLC, a New Mexico Limited Liability Company, as shown on Exhibit "A", Real Estate Purchase Agreement, for the location at 2135 Martha Drive. According to the appraisal, as shown on Attachment "A", the fair market value price is $6.75 per square foot. The land being acquired was determined to be $6,260.00. The City negotiated purchase price of the land being acquired and agreed upon with property owner is the appraised value of $6,260.00.

In addition to the land acquisition of the parcel of land and included as part of the negotiated agreement with the property owner, the City of Las Cruces agrees to replace any site improvements that will be displaced or damaged by the project.

Acquiring the right-of-way will allow for improved safety for access and traffic flow along Madrid Avenue, including ADA sidewalk, accessibility ramps, new curbs and gutters.

## SUPPORT INFORMATION:

EXHIBIT "A" Purchase Agreement
ATTACHMENT "A" Appraisal
ATTACHMENT "B" Vicinity Map

## PLAN(S):

None

**COMMITTEE/BOARD REVIEW:**

None

**DOES THIS AMEND THE BUDGET?:**

☐ Yes

☒ No

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this approves the Resolution and authorizes the real estate purchase of land between the City and Blarney LLC, a New Mexico Limited Liability Company.
2. Vote "No"; this will not approve the Resolution and rejects the land purchase. This action could also cause project delays.
3. Vote to "Amend"; this action could modify the terms of the Resolution and instruct staff to seek alternative direction.
4. Vote to "Table"; this action could postpone the Resolution per the Council's discretion and direction to staff will be required.

**REFERENCE INFORMATION:**

Resolution 20-060

**RESOLUTION 24-091**

**A RESOLUTION APPROVING THE PURCHASE OF 927.47 SQUARE FEET PORTION OF LAND OWNED BY BLARNEY, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY AT 2135 MARTHA DRIVE IN THE AMOUNT OF SIX THOUSAND TWO HUNDRED SIXTY DOLLARS ($6,260.00) AS PART OF MADRID AVENUE EXTENSION.**

The City Council is informed that:

**WHEREAS,** on November 18, 2019, City Council approved Resolution 20-060, which amended the City's Capital Improvement Program (CIP) for Fiscal Year 2020 through Year 2025; and

**WHEREAS,** Madrid Avenue Project, which includes land acquisition for right-of-way between Martha Drive and Anita Drive, and is a project on the CIP; and

**WHEREAS,** the City needs to acquire approximately 927.42 square foot parcel of land for project; and

**WHEREAS,** the appraisal of fair market value price is $6.75 per square foot; and

**WHEREAS,** the negotiated fair market value of the land being acquired was determined to be $6,260.00; and

**WHEREAS**, the City's negotiated purchase price of the land being acquired and agreed upon with the property owner is $6,260.00; and

**WHEREAS,** in addition to the land acquisition, and included as part of the negotiated agreement with the property owner, the City of Las Cruces agrees to replace any site improvements that will be displaced or damaged by the project; and

**WHEREAS,** acquiring the right-of-way allows for improved traffic flow and safety along Madrid Avenue, and will include ADA sidewalk and accessibility ramps, new curbs and gutters.

**NOW, THEREFORE**, Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the Real Estate Purchase Agreement, as stated in Exhibit "A" between the City of Las Cruces and Blarney LLC, a New Mexico Limited Liability Company, is hereby approved.

**(II)**

**THAT** the City Manager is hereby authorized to execute the agreement and any other documents necessary to finalize the exchange on behalf of the City.

**(III)**

**THAT** City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

EXHIBIT "A"

# REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT is entered into on this _____ day of December 2023 between the City of Las Cruces, a New Mexico municipal corporation (**"City"**) and Blarney LLC, a New Mexico Limited Liability Company (**"Blarney"**), whose address is the real property described and depicted on Exhibit "A" attached hereto.

Blarney LLC, in consideration of the mutual covenants herein contained, agrees to sell and convey, and the City agrees to purchase 927.47 square feet of land ("Property") together with all improvements thereon, if any, and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the County of Dona Ana, State of New Mexico described on Plat of Survey Lot 21, Block 9 Loma Heights Plat No.4, in Book 8 Page 69, recorded March 17th, 1961, more particularly described on Exhibits "A", which is attached for reference purposes for this Agreement and not to be used for conveyance of property. Upon City Council approval, Blarney LLC agrees to grant 927.43 square feet of land to the City (hereinafter called the Property) to the City.

## TERMS AND CONDITIONS

1. **Purchase Price**.

a) The purchase price for the Property as determined by a certified appraisal shall be Six Thousand Two Hundred Sixty Dollars and No Cents ($6,260.00), payable in cash or equivalent upon conveyance of the Property.

2. **Property Conveyance**.

a) Blarney LLC shall execute and deliver a Warranty Deed conveying the Property to the City after City Council approval, of the resolution authorizing the purchase pursuant to Municipal Code Section 2-1312 et. seq.

b) The City agrees to repair and/or replace any improvements damaged during the installation and improvement of Madrid Avenue by the City or its contractor upon the project site. City or its constructor (s) shall remove approximately 62-ft of front yard 2-foot-high grey block wall and footing facing Madrid Ave on the South end and 52-ft of the backyard 4 to 5-foot-high grey block wall and footing along the Southeast property line facing Madrid Ave. A new 12-foot-wide driveway with a 4-inch roll over curb and a new 6.5-foot-high block wall (approximately 97 feet total) shall be built at the newly established Right-Of-Way (ROW). The driveway shall have a maximum transition grade of 12.5%. The new walls are to have matching blocks. Beginning on the Southeast property corner, the new 6.5-ft high block wall will run West for 20.63-ft at an angle of 13°57'1" from the new ROW line which would end at the right driveway apron edge and 5-ft perpendicular to the new ROW

line and 20-ft away along the new ROW line to the Southeast property corner. The 6.5-ft high block wall will continue Northwest for 13-ft parallel to the right driveway.

apron edge. A 12'ft wide chain-link swing gate will be installed at the end (tie-in) of the new driveway. On the opposite side of the driveway gate, a new 6.5-ft high block wall will continue Southeast for 13-ft parallel to the left driveway apron edge towards the new ROW line. At 5-ft perpendicular to the new ROW line, the 6.5-ft high block wall will turn 76°10'30" in the Southwest direction for 20.60-ft. At the end of the 20.60-ft, the wall will be 20-ft away from left driveway apron edge along the new ROW line. The 6.5-ft high block wall will continue Southwest parallel to the new ROW line for 30-ft. At the end of the 30-ft, the 6.5-ft tall block wall will end, and a new 3-ft high grey block wall will continue the same Southwest direction for 24.18-ft. At the end of the 24.18-ft, the new 3-ft high block wall continue with a 7.2-ft corner radius along the new ROW line and tie-in to the existing block wall on Martha Dr. Two trees in conflict with the proposed sidewalk will be removed and property owner will be given the option for the City to plant up to four young trees at property owner's desired locations that meet city code at no additional cost.

c) The lot is in Zone R1a. According to the Development code section 38-31 Any setback requirements will be waived on the Southeast frontage side of the property facing Madrid Ave. The newly established distance from the existing structure to the newly established Right of Way will vary but is closest at 14.6 feet.

3. **Risk of Loss**.

All risk of loss or damage to the Property will pass from the Blarney LLC to the City at the time of filing of the Warranty Deed.

4. **Costs and Fees.**

The City shall be responsible for the cost of recording the Warranty Deed in the records of Doña Ana County.

5. **Possession of Property**.

Possession of the Property will be released to the City upon filing of the Warranty Deed.

6. **Governing Laws**.

This Agreement shall be subject to the laws of the State of New Mexico.

7. **Counterparts.**

This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement, which shall be binding on all the parties.

**Real Estate Purchase Agreement / Blarney LLC / Page 3**

8. **Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, to the City of Las Cruces, ATTN: David Vielma, Real Estate Services Specialist, P.0. Box 20000, Las Cruces, NM 88004; and to Blarney LLC whose address is the real property described and depicted on Exhibit "A" attached hereto, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

**Done and approved on the date first written above.**

CITY OF LAS CRUCES

Ifo Pili, City Manager

Blarney LLC, New Mexico LLC

Brandon Sanchez, Member 01/26/24

Brandon Sanchez

City Clerk

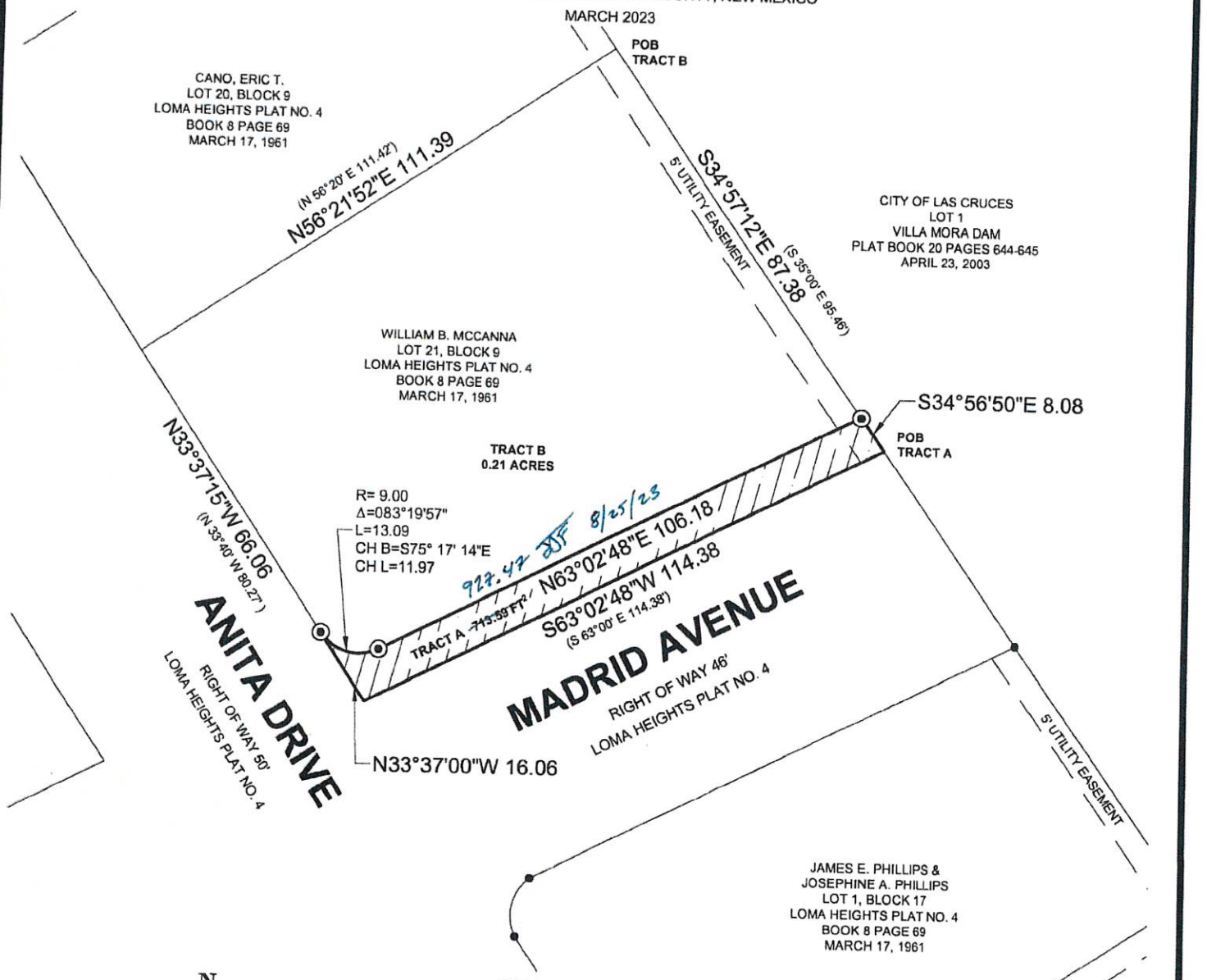
APPROVED AS TO FORM:

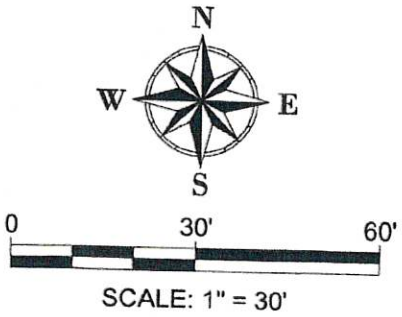
12/21/23

Ass't City Attorney

# PLAT OF SURVEY

LOT 21, BLOCK 9 OF LOMA HEIGHTS PLAT NO. 4
FILED MARCH 17, 1961 BOOK 8 PAGE 69
DOÑA ANA COUNTY CLERKS OFFICE
CITY OF LAS CRUCES, DOÑA ANA COUNTY, NEW MEXICO
MARCH 2023




**LEGEND:**

- ◉ SET ½" REBAR WITH A 2" ALUMINUM CAP STAMPED CITY OF LAS CRUCES NMPS 26832
- ● FOUND ½" REBAR WITH A 2" ALUMINUM CAP STAMPED CITY OF LAS CRUCES NMPS 26832

**NOTES:**

1. BASIS OF BEARING IS CITY OF LAS CRUCES LOW DISTORTION PROJECTION.
2. TRACT B IS GRANTED TO THE CITY OF LAS CRUCES FOR THE PURPOSES OF WIDENING MADRID AVENUE TO INCLUDE ROAD AND UTILITY IMPROVEMENTS.
3. RECORD BEARINGS AND DISTANCES ARE NOTED IN (PARENTHESIS)
4. EASEMENTS DEPICTED ARE FROM RECORD PLATS AS NOTED.
5. PROPERTY IS DESIGNATED AS FLOOD ZONE "X", AS SHOWN ON FLOOD INSURANCE RATE MAP 35013C1084G EFFECTIVE JULY 6, 2016

**CITY DATUM:**

COORDINATE SYSTEM - A LOW DISTORTION PROJECTION (LDP) DEFINED AS FOLLOWS:

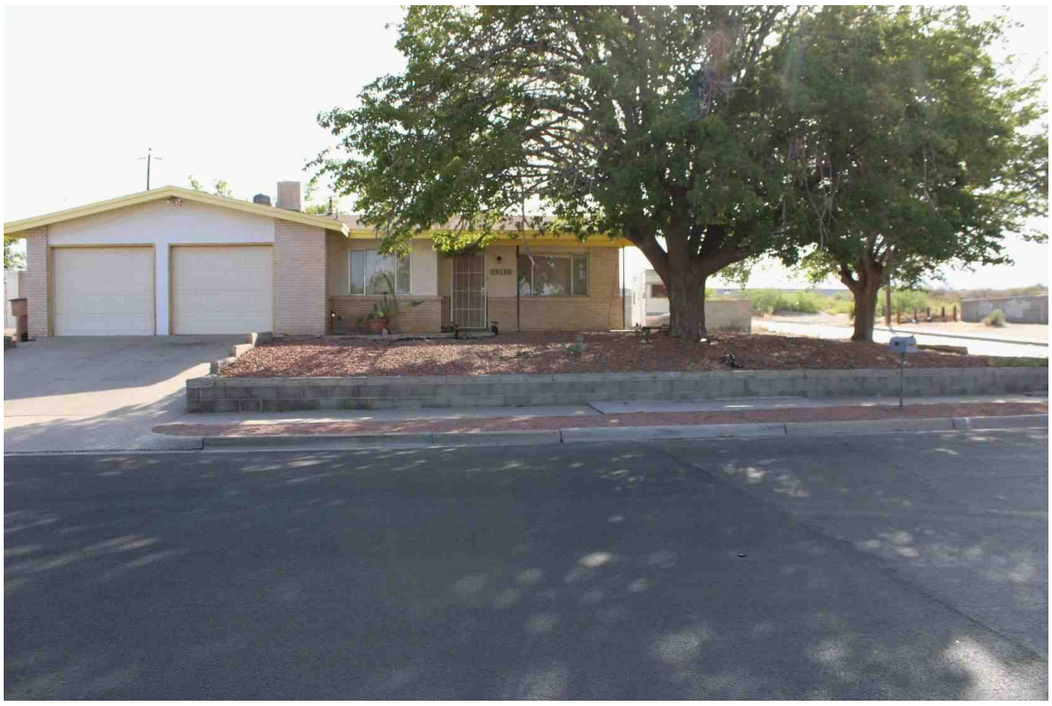
- PROJECTION (CENTRAL MERIDIAN) THROUGH 23 (NGS DESIGNATION "REILLY") NAD83 (2007) GEOID09

**SURVEYOR'S CERTIFICATION**

I, JESUS J. FAVELA JR, NEW MEXICO PROFESSIONAL SURVEYOR NO. 26832, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY

| Borrower | | | | File No. | | | |
|---|---|---|---|---|---|---|---|
| Property Address | 2135 Martha Dr | | | | | | |
| City | Las Cruces | County | Dona Ana | State | NM | Zip Code | 88001 |
| Lender/Client | City of Las Cruces | | | | | | |

# TABLE OF CONTENTS



USPAP Identification ..... 1
GP Land ..... 2
Aerial Map ..... 4
Location Map ..... 5
Flood Map ..... 6
Subject Photos ..... 7
Comparable Sales Map ..... 8
GP Land Certifications Addendum ..... 9
License ..... 11

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Borrower | | | | | File No. | | |
| Property Address | 2135 Martha Dr | | | | | | |
| City | Las Cruces | County | Dona Ana | State | NM | Zip Code | 88001 |
| Lender/Client | City of Las Cruces | | | | | | |

## APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

## Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

## Reasonable Exposure Time

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 4-6 Months.

## Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

This report is intended for loan analysis. It is not intended for any other use.

This report is intended for use only by the City of Las Cruces. Use fo this report by others is not intended by this appraiser.

**APPRAISER:**

Signature: Jamie Dryden
Name: Jamie Dryden
General Certified
State Certification #: 385-G
or State License #:
State: NM Expiration Date of Certification or License: 04/30/2025
Date of Signature and Report: 07/27/2023
Effective Date of Appraisal: 07/21/2023
Inspection of Subject: ☐ None ☒ Interior and Exterior ☒ Exterior-Only
Date of Inspection (if applicable): 07/21/2023

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only
Date of Inspection (if applicable):

RJ & Associates, Inc.

# LAND APPRAISAL REPORT

File No.:

## SUBJECT

Property Address: 2135 Martha Dr | City: Las Cruces | State: NM | Zip Code: 88001
County: Dona Ana | Legal Description: Lot 21, Block 9, Loma Heights Plat #4
Assessor's Parcel #: R0208445 | Tax Year: 2023 | R.E. Taxes: $ | Special Assessments: $ 0
Market Area Name: Loma Heights | Map Reference: 29740 | Census Tract: 0001.02
Current Owner of Record: William B McCanna | Borrower (if applicable):
Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) Residential | HOA: $ 0 ☐ per year ☐ per month
Are there any existing improvements to the property? ☐ No ☒ Yes | If Yes, indicate current occupancy: ☒ Owner ☐ Tenant ☐ Vacant ☐ Not habitable
If Yes, give a brief description: At present there is a single family home, but per the client the appraisal is for land only.

## ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: Estimate market value of the land.
Intended User(s) (by name or type): City of Las Cruces
Client: City of Las Cruces | Address: 700 N. Main St., Las Cruces, NM 88001
Appraiser: Jamie Dryden | Address: 3401 W Picacho Ave Bldg 2B, Las Cruces, NM 88007-4762

## MARKET AREA DESCRIPTION

| Characteristics | | | |
|---|---|---|---|
| Location: | ☒ Urban | ☐ Suburban | ☐ Rural |
| Built up: | ☒ Over 75% | ☐ 25-75% | ☐ Under 25% |
| Growth rate: | ☐ Rapid | ☐ Stable | ☒ Slow |
| Property values: | ☐ Increasing | ☒ Stable | ☐ Declining |
| Demand/supply: | ☐ Shortage | ☒ In Balance | ☐ Over Supply |
| Marketing time: | ☒ Under 3 Mos. | ☐ 3-6 Mos. | ☐ Over 6 Mos. |

| Predominant Occupancy | |
|---|---|
| ☒ Owner | 100 |
| ☐ Tenant | |
| ☒ Vacant (0-5%) | |
| ☐ Vacant (>5%) | |

| One-Unit Housing | PRICE $(000) | | AGE (yrs) |
|---|---|---|---|
| | 100 | Low | 0 |
| | 450 | High | 65 |
| | 200 | Pred | 25 |

| Present Land Use | |
|---|---|
| One-Unit | 70 % |
| 2-4 Unit | 5 % |
| Multi-Unit | 5 % |
| Comm'l | 10 % |
| Vacant Land | 5 % |
| SU | 5 % |

| Change in Land Use | |
|---|---|
| ☒ Not Likely | |
| ☐ Likely * | ☐ In Process * |
| * To: | |

**Factors Affecting Marketability**

| Item | Good | Average | Fair | Poor | N/A | Item | Good | Average | Fair | Poor | N/A |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Employment Stability | ☐ | ☒ | ☐ | ☐ | ☐ | Adequacy of Utilities | ☐ | ☒ | ☐ | ☐ | ☐ |
| Convenience to Employment | ☐ | ☒ | ☐ | ☐ | ☐ | Property Compatibility | ☐ | ☒ | ☐ | ☐ | ☐ |
| Convenience to Shopping | ☐ | ☒ | ☐ | ☐ | ☐ | Protection from Detrimental Conditions | ☐ | ☒ | ☐ | ☐ | ☐ |
| Convenience to Schools | ☐ | ☒ | ☐ | ☐ | ☐ | Police and Fire Protection | ☐ | ☒ | ☐ | ☐ | ☐ |
| Adequacy of Public Transportation | ☐ | ☒ | ☐ | ☐ | ☐ | General Appearance of Properties | ☐ | ☒ | ☐ | ☐ | ☐ |
| Recreational Facilities | ☐ | ☒ | ☐ | ☐ | ☐ | Appeal to Market | ☐ | ☒ | ☐ | ☐ | ☐ |

Market Area Comments: The Neighborhood Boundaries are N- N. Main St. Rd, S- Spruce Ave, W- N. Solano Dr, E- N. Triviz Dr. The subject is located in central Las Cruces. There is neighborhood shopping approximately 1/4 mile north. Public bussing is provided to public schools where needed.

## SITE DESCRIPTION

Dimensions: Subject to Survey | Site Area: 9,935 Sq.Ft.
Zoning Classification: R-1a | Description: Single Family Medium Density
Do present improvements comply with existing zoning requirements? ☒ Yes ☐ No ☐ No Improvements
Uses allowed under current zoning: Single family
Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown | Have the documents been reviewed? ☐ Yes ☐ No | Ground Rent (if applicable) $ ____ / ____
Comments:
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)
Actual Use as of Effective Date: Single family homesite | Use as appraised in this report: Same
Summary of Highest & Best Use: Single family homesite

| Utilities | Public | Other | Provider/Description |
|---|---|---|---|
| Electricity | ☒ | ☐ | |
| Gas | ☒ | ☐ | |
| Water | ☒ | ☐ | |
| Sanitary Sewer | ☒ | ☐ | |
| Storm Sewer | ☐ | ☐ | |
| Telephone | ☐ | ☐ | |
| Multimedia | ☐ | ☐ | |

| Off-site Improvements | Type | Public | Private |
|---|---|---|---|
| Street | Asphalt | ☒ | ☐ |
| Width | Unk | | |
| Surface | Asphalt | | |
| Curb/Gutter | Concrete | ☒ | ☐ |
| Sidewalk | Concrete | ☒ | ☐ |
| Street Lights | Yes | ☒ | ☐ |
| Alley | Yes | ☒ | ☐ |

| | |
|---|---|
| Frontage | Yes |
| Topography | Slope to Street |
| Size | Average |
| Shape | Irregular |
| Drainage | Adequate |
| View | Average |

Other site elements: ☐ Inside Lot ☒ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 35013C1084G | FEMA Map Date 7/6/2016
Site Comments: No adverse encroachments noted. Easements of record. Utility easements are common for the area and are not detrimental to the marketability or value of properties.

GP LAND
Copyright© 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.

# LAND APPRAISAL REPORT

File No.:

**TRANSFER HISTORY**

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): CH Records

| 1st Prior Subject Sale/Transfer | Analysis of sale/transfer history and/or any current agreement of sale/listing: None |
|---|---|
| Date: | |
| Price: | |
| Source(s): CH Records | |
| 2nd Prior Subject Sale/Transfer | |
| Date: | |
| Price: | |
| Source(s): | |

**SALES COMPARISON APPROACH**

| FEATURE | SUBJECT PROPERTY | COMPARABLE NO. 1 | | COMPARABLE NO. 2 | | COMPARABLE NO. 3 | |
|---|---|---|---|---|---|---|---|
| Address | 2135 Martha Dr Las Cruces, NM 88001 | 325 Mcfie Ave Las Cruces, NM 88005 | | 420 N Mesilla St Las Cruces, NM 88005 | | 407 Fred Way Las Cruces, NM 88007 | |
| Proximity to Subject | | 1.76 miles SW | | 2.08 miles SW | | 1.59 miles W | |
| Sale Price | $ 60,000 | | $ 60,100 | | $ 59,000 | | $ 75,000 |
| Price/ Sq.Ft. | $ 6.04 | $ 10.03 | | $ 9.72 | | $ 6.15 | |
| Data Source(s) | Inspection | MLS #2203339 | | MLS #2300023 | | MLS #2202516 | |
| Verification Source(s) | CH Records | CH Records | | CH Records | | CH Records | |
| VALUE ADJUSTMENT | DESCRIPTION | DESCRIPTION | +(-) $ Adjust | DESCRIPTION | +(-) $ Adjust | DESCRIPTION | +(-) $ Adjust |
| Sales or Financing Concessions | | Cash None | | Cash None | | Cash None | |
| Date of Sale/Time | 12/17/2022 | 12/14/2022 | 0 | 07/21/2023 | 0 | 09/08/2022 | 0 |
| Rights Appraised | Fee Simple | Fee Simple | | Fee Simple | | Fee Simple | |
| Location | Average | Average | | Average | | Average | |
| Site Area (in Sq.Ft.) | 9,935 | 5,995 | -1 | 6,068 | -1 | 12,197 | +2 |
| Utilities | All Public | All Public | | All Public | | All Public | |
| Topo | Sloping | Level | 0 | Level | 0 | Level | 0 |
| Useabilty | Average | Average | | Average | | Average | |
| Improvements | None included | None | | None | | None | |
| Zoning | R-1a | R-2 | -2 | ADO-6 | -2 | R-2 | -2 |
| Net Adjustment (Total, in $) | | ☐ + ☒ − | $ -17,985 | ☐ + ☒ − | $ -18,204 | ☐ + ☐ − | $ |
| Net Adjustment (Total, in $ / Sq.Ft.) | | | ($ -3 /Sq.Ft.) | | ($ -3 /Sq.Ft.) | | |
| Adjusted Sale Price (in $ / Sq.Ft.) | | | $ 7.03 | | $ 6.72 | | $ 6.15 |

Summary of Sales Comparison Approach: Sales of similar size sites, zoning, and location are very limited, thus the reason for using one older sale, different size sites, and location. The sales used were felt to be the best available at the time of this report. Final estimate of per square foot price is based on a combination of all three sales.

**PUD**

**PROJECT INFORMATION FOR PUDs (if applicable)** ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

**RECONCILIATION**

**Indicated Value by: Sales Comparison Approach $** 67,061 **or $** 6.75 **per Sq.Ft.**

Final Reconciliation: Market Comparison Approach Rounded to $67,000.

This appraisal is made ☐ "as is", or ☒ subject to the following conditions: Only land.

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

**Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 67,000 , as of: 07/21/2023 , which is the effective date of this appraisal.**

**If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.**

**ATTACH.**

A true and complete copy of this report contains 11 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☐ Scope of Work ☒ Limiting cond./Certifications ☐ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales ☒ Photo Addenda ☐ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

**SIGNATURES**

Client Contact: Client Name: City of Las Cruces

E-Mail: Address: 700 N. Main St., Las Cruces, NM 88001

| APPRAISER | SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) |
|---|---|
| Appraiser Name: Jamie Dryden | Supervisory or Co-Appraiser Name: |
| Company: RJ & Associates, Inc. | Company: |
| Phone: (575) 644-5262 Fax: | Phone: Fax: |
| E-Mail: jamiedryden08@comcast.net | E-Mail: |
| Date of Report (Signature): 07/27/2023 | Date of Report (Signature): |
| License or Certification #: 385-G State: NM | License or Certification #: State: |
| Designation: General Certified | Designation: |
| Expiration Date of License or Certification: 04/30/2025 | Expiration Date of License or Certification: |
| Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) | Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect |
| Date of Inspection: 07/21/2023 | Date of Inspection: |

Copyright© 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.

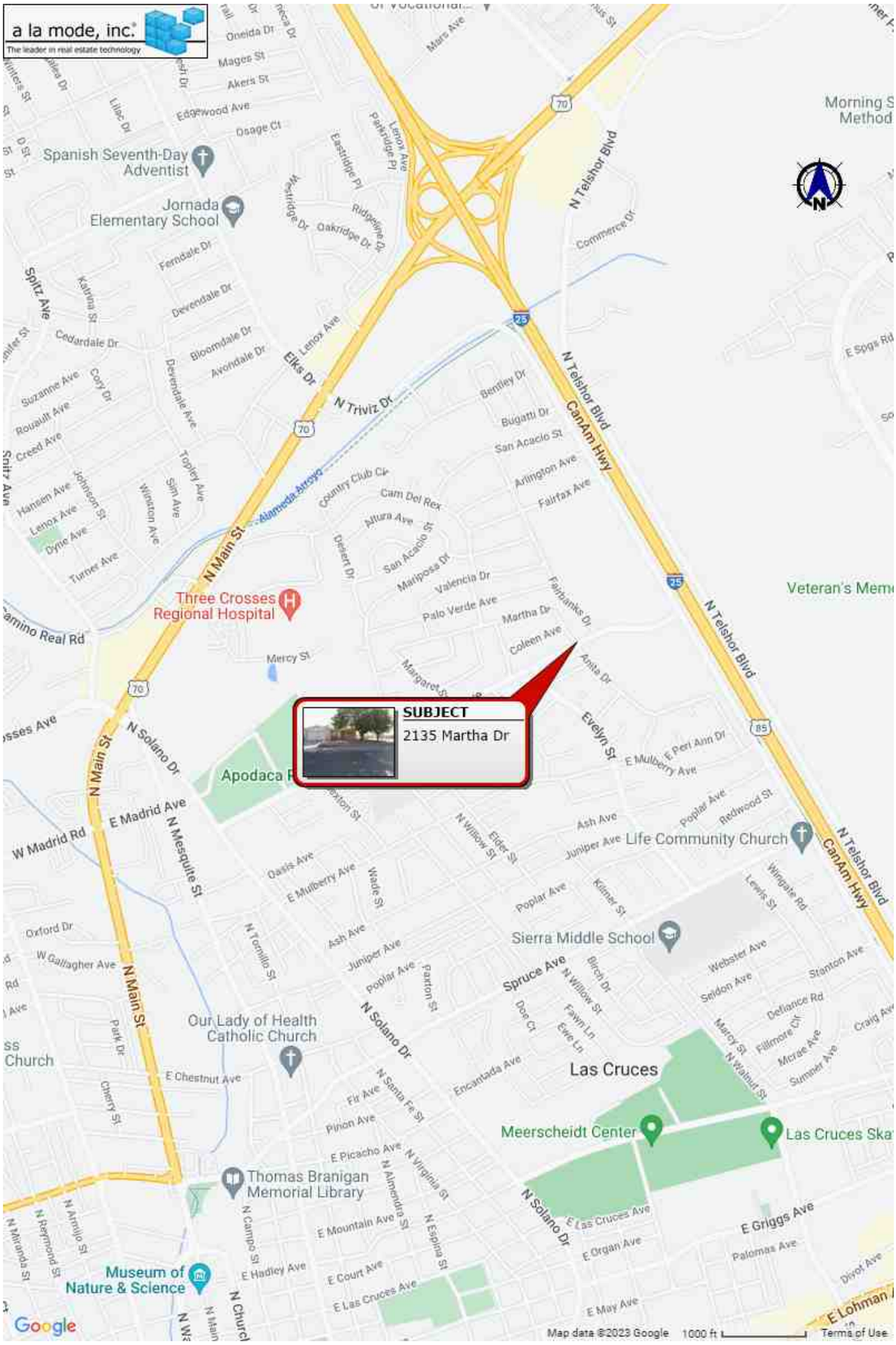
# Aerial Map

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Borrower | | | | | | | |
| Property Address | 2135 Martha Dr | | | | | | |
| City | Las Cruces | County | Dona Ana | State | NM | Zip Code | 88001 |
| Lender/Client | City of Las Cruces | | | | | | |



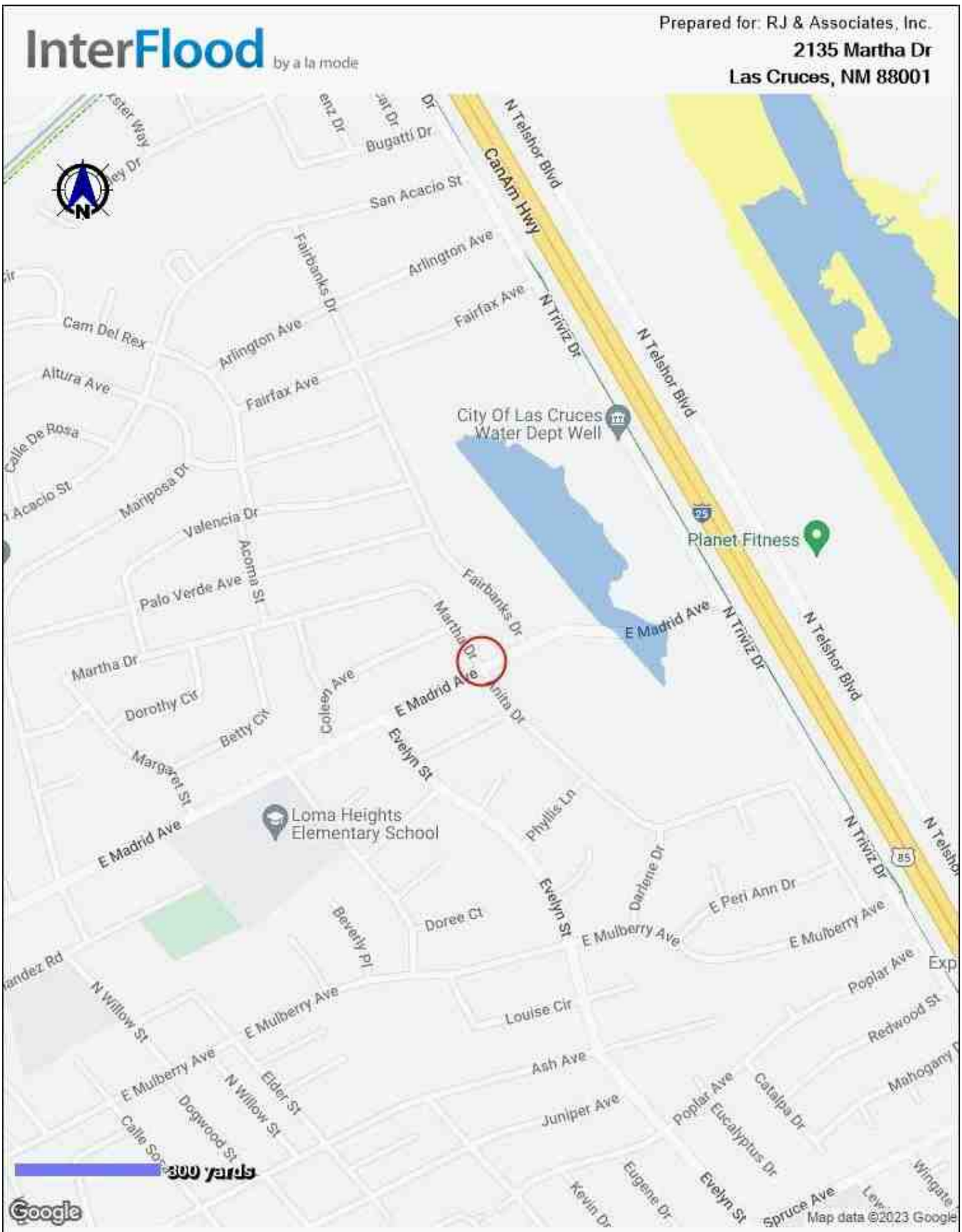
# Location Map

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Borrower | | | | | | | |
| Property Address | 2135 Martha Dr | | | | | | |
| City | Las Cruces | County | Dona Ana | State | NM | Zip Code | 88001 |
| Lender/Client | City of Las Cruces | | | | | | |



# Flood Map

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Borrower | | | | | | | |
| Property Address | 2135 Martha Dr | | | | | | |
| City | Las Cruces | County | Dona Ana | State | NM | Zip Code | 88001 |
| Lender/Client | City of Las Cruces | | | | | | |



# Subject Photo Page

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Borrower | | | | | | | |
| Property Address | 2135 Martha Dr | | | | | | |
| City | Las Cruces | County | Dona Ana | State | NM | Zip Code | 88001 |
| Lender/Client | City of Las Cruces | | | | | | |



## Subject Front

2135 Martha Dr

| | |
|---|---|
| Sales Price | 60,000 |
| G.L.A. | |
| Tot. Rooms | |
| Tot. Bedrms. | |
| Tot. Bathrms. | |
| Location | Average |
| View | Average |
| Site | 9,935 |
| Quality | |
| Age | |



## Subject Site

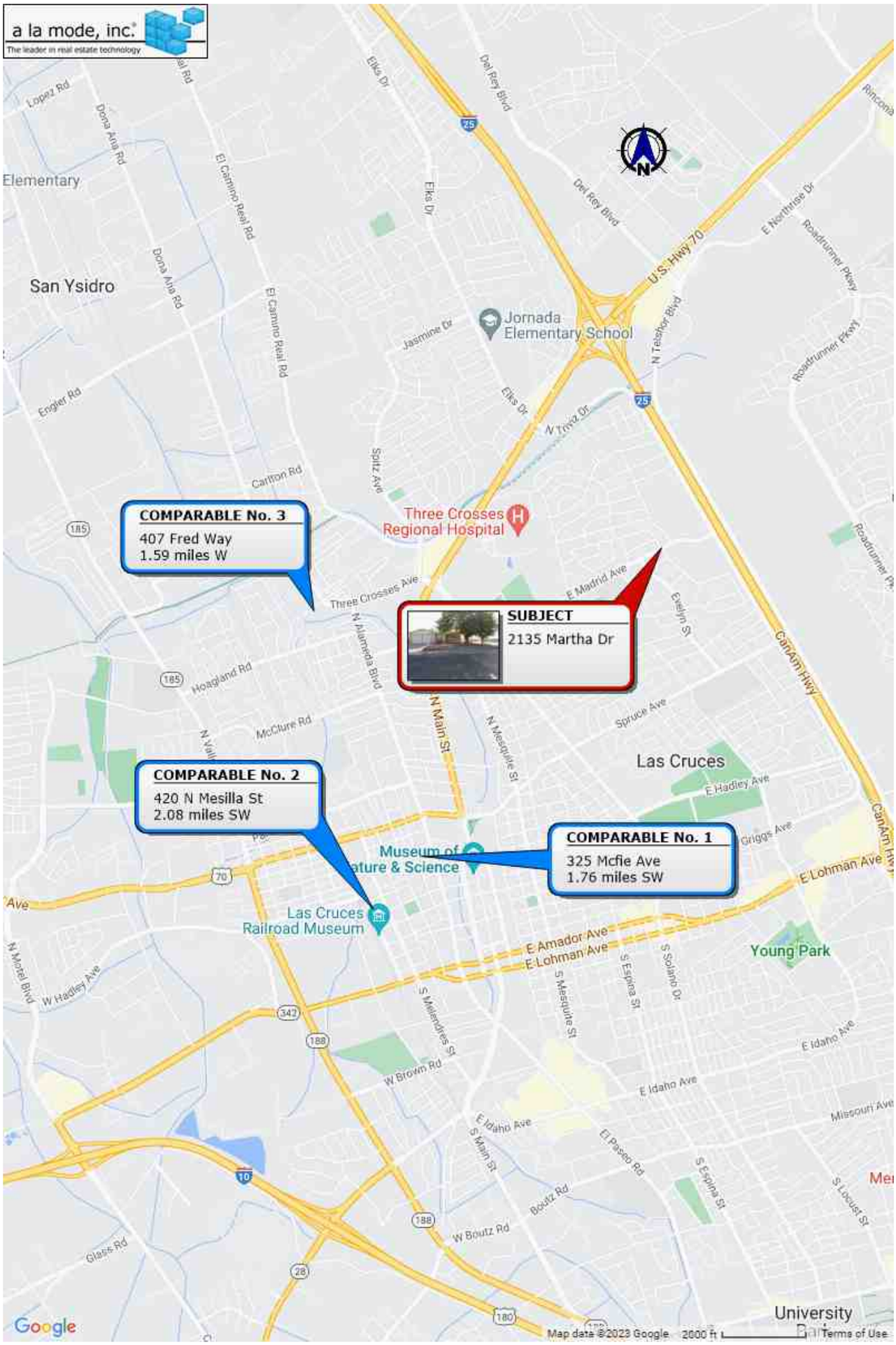


## Subject Street

View North

# Comparable Sales Map

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Borrower | | | | | | | |
| Property Address | 2135 Martha Dr | | | | | | |
| City | Las Cruces | County | Dona Ana | State | NM | Zip Code | 88001 |
| Lender/Client | City of Las Cruces | | | | | | |



# Assumptions, Limiting Conditions & Scope of Work

File No.:

| | | | | | |
|---|---|---|---|---|---|
| Property Address: | 2135 Martha Dr | City: Las Cruces | State: NM | Zip Code: 88001 | |
| Client: | City of Las Cruces | Address: | 700 N. Main St., Las Cruces, NM 88001 | | |
| Appraiser: | Jamie Dryden | Address: | 3401 W Picacho Ave Bldg 2B, Las Cruces, NM 88007-4762 | | |

**STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS**

**– The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.**

**– The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.**

**– If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.**

**– The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.**

**– The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.**

**– The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.**

**– The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.**

**– An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser–client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.**

**– The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.**

**– Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.**

**The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.**

**Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):**

GP LAND

Copyright© 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.

# Certifications & Definitions

File No.:

Property Address: 2135 Martha Dr City: Las Cruces State: NM Zip Code: 88001
Client: City of Las Cruces Address: 700 N. Main St., Las Cruces, NM 88001
Appraiser: Jamie Dryden Address: 3401 W Picacho Ave Bldg 2B, Las Cruces, NM 88007-4762

**APPRAISER'S CERTIFICATION**

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

**Additional Certifications:**

**DEFINITION OF MARKET VALUE *:**

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and

SIGNATURES

Client Contact: Client Name: City of Las Cruces
E-Mail: Address: 700 N. Main St., Las Cruces, NM 88001

| APPRAISER | SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable) |
|---|---|
| Appraiser Name: Jamie Dryden | Supervisory or Co-Appraiser Name: |
| Company: RJ & Associates, Inc. | Company: |
| Phone: (575) 644-5262 Fax: | Phone: Fax: |
| E-Mail: jamiedryden08@comcast.net | E-Mail: |
| Date Report Signed: 07/27/2023 | Date Report Signed: |
| License or Certification #: 385-G State: NM | License or Certification #: State: |
| Designation: General Certified | Designation: |
| Expiration Date of License or Certification: 04/30/2025 | Expiration Date of License or Certification: |
| Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop) | Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect |
| Date of Inspection: 07/21/2023 | Date of Inspection: |

Copyright© 2007 by a la mode, inc. This form may be reproduced unmodified without written permission, however, a la mode, inc. must be acknowledged and credited.

# License



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

*State of New Mexico*

**Real Estate Appraisers Board**

HEREBY CERTIFIES THAT

**James D. Dryden**

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

**General Certified Appraiser**

License No. 385-G  Issued 12/3/1990  Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

# INVOICE

**FROM:**

Jamie Dryden
RJ & Associates, Inc.
3401 W Picacho Ave Bldg 2B
Las Cruces, NM 88007-4762

**Telephone Number:** (575) 644-5262 **Fax Number:**

**TO:**

City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

**Telephone Number:** (575) 556-3000 **Fax Number:**
**Alternate Number:** **E-Mail:** disbursements@lascruces.gov

| INVOICE NUMBER |
|---|
| 0000432 |
| **DATE** |
| 07/27/2023 |

**REFERENCE**

**Internal Order #:** 0000432
**Lender Case #:**
**Client File #:**
**Main File # on form:**
**Other File # on form:**
**Federal Tax ID:** 85-0422184
**Employer ID:**

## DESCRIPTION

**Lender:** City of Las Cruces **Client:** City of Las Cruces
**Purchaser/Borrower:**
**Property Address:** 2135 Martha Dr
**City:** Las Cruces
**County:** Dona Ana **State:** NM **Zip:** 88001
**Legal Description:** Lot 21, Block 9, Loma Heights Plat #4

| FEES | AMOUNT |
|---|---|
| Appraisal Report | 500.00 |
| NM Tax | 40.94 |
| PO # 24200533 | |
| **SUBTOTAL** | 540.94 |

| PAYMENTS | | | AMOUNT |
|---|---|---|---|
| **Check #:** | **Date:** | **Description:** | |
| **Check #:** | **Date:** | **Description:** | |
| **Check #:** | **Date:** | **Description:** | |
| | | **SUBTOTAL** | |
| | | **TOTAL DUE** | **$** 540.94 |

Please Return This Portion With Your Payment

**FROM:**

City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

**Telephone Number:** (575) 556-3000 **Fax Number:**
**Alternate Number:** **E-Mail:** disbursements@lascruces.gov

**TO:**

Jamie Dryden
RJ & Associates, Inc.
3401 W Picacho Ave Bldg 2B
Las Cruces, NM 88007-4762

**AMOUNT DUE:** $ 540.94

**AMOUNT ENCLOSED:** $ _____

| INVOICE NUMBER |
|---|
| 0000432 |
| **DATE** |
| 07/27/2023 |

**REFERENCE**

**Internal Order #:** 0000432
**Lender Case #:**
**Client File #:**
**Main File # on form:**
**Other File # on form:**
**Federal Tax ID:** 85-0422184
**Employer ID:**

ATTACHMENT "B"



**24-092**

**Type of Action:**
**☒ Resolution**
**☐ Ordinance**
**☐ TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | **☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A** | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | Virginia Barela | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $850,000.00 FOR COMPUTER EQUIPMENT AND PERIPHERAL PURCHASES WITH DELL MARKETING LP OF DALLAS, TEXAS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. (PROCUREMENT 23-24-077)**

**TYPE OF ACTION:** **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

## PURPOSE(S) OF ACTION:

To award an existing contract price agreement.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) purchases a variety of computer equipment and peripherals to be utilized by staff in all departments to perform daily operational duties while providing municipal services.

The City purchases computer equipment and peripherals from Dell Marketing LP of Dallas, Texas, for standardization and compatibility. The standardization of computer equipment simplifies the management of hardware, as it reduces the variability in the configurations and ensures better compatibility among devices. This also streamlines IT support and maintenance processes. Maintaining a homogenous fleet of devices, allows ease of management, and allows staff to become more proficient and specialized with the City's computer equipment. Centralized management tools are more effective when dealing with consistent hardware and software environments. A uniformed computer ecosystem results in increased efficiency, faster issue resolution, and a deeper understanding of the organization's technological health and security.

Las Cruces Municipal Code, Chapter 24, Section 24-3(25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs.

Dell Marketing LP provides reduced pricing based on New Mexico State Purchasing Division (NMSPD) contract No. 10-00000-20-00062AF. The City wishes to utilize this contract to purchase computer equipment and peripherals at a discounted rate. The City's aggregate expenditures go beyond the $100,000.00 threshold requiring City Council approval. This Resolution requests approval from City Council to set an annual not-to-exceed purchasing amount of $850,000.00.

## SUPPORT INFORMATION:

Exhibit "A" - Dell Technology Price Agreement

**PLAN(S):**

None

**COMMITTEE/BOARD REVIEW:**

None

**DOES THIS AMEND THE BUDGET?:**

☐ Yes

☒ No

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☐ Yes

☒ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution to authorize the purchase of computer equipment and peripherals with Dell Marketing LP of Dallas, TX in an annual not-to-exceed amount of $850,000.00, subject to budget approvals.
2. Vote "No"; this will deny the purchase of computer equipment and peripherals with Dell Marketing LP of Dallas, TX in an annual not-to-exceed amount of $850,000.00.
3. Vote to "Amend"; this could modify the resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the authorization to procure computer equipment and peripherals in an annual not-to-exceed amount of $850,000.00 and may negatively impact services to the community.

**RESOLUTION 24-092**

**A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $850,000.00 FOR COMPUTER EQUIPMENT AND PERIPHERAL PURCHASES WITH DELL MARKETING LP OF DALLAS, TEXAS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS. (PROCUREMENT 23-24-077)**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) purchases computer equipment and peripherals to perform daily operational duties while providing municipal services; and

**WHEREAS**, Dell Marketing LP provides reduced pricing based on New Mexico State Purchasing Division (NMSPD) Contract No. 10-00000-20-00062AF; and

**WHEREAS**, the aggregate expenditures of computer equipment and peripherals go beyond the $100,000.00 threshold requiring City Council approval.

**NOW, THEREFORE,** Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the Resolution authorizing the City to enter into a price agreement to purchase computer equipment and peripherals with Dell Marketing LP of Dallas, Texas in an annual not-to-exceed amount of $850,000.00, subject to approved budget appropriations, as shown in Exhibit "A" attached hereto and made part of this Resolution is approved.

**(II)**

**THAT**City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

Exhibit "A"

# CITY OF LAS CRUCES

## EXISTING CONTRACT PURCHASE AGREEMENT

## NEW MEXICO STATE PURCHASING DIVISION
## CONTRACT NO. 10-00000-20-00062AF

## COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

Pursuant to terms and conditions of New Mexico State Purchasing Division (NMSPD) Contract No. 10-00000-20-00062AF, dated October 20m 2023, between the NMSPD and Dell Marketing LP (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of March, 2024, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver pursuant to NMSPD Contract No10-00000-20-00062AF, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 10-00000-20-00062AF.

4. In consideration for the satisfactory delivery of products, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 10-00000-20-00062AF. Cost of delivered product shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days,

cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.

9. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

DELL MARKETING LP

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

2/8/24
City Attorney

Revised: May 2023

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949


SPD (Rev. 2020)

# State of New Mexico
# General Services Department

## Statewide Price Agreement Cover Page

**Awarded Vendor:**
**0000043416**
**Dell Marketing LP**
**One Dell Way**
**Round Rock, TX 78682**

**Contact: Ashley Salinas**
**Email: A.Salinas@dell.com**
**Telephone No.: (512) 542-1237**

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

**Invoice:**
**As Requested**

Price Agreement Number**:** **10-00000-20-00062AF**

Master Agreement Number**:** **23026**

Payment Terms**:** **Net 30**

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

Delivery**:** **As Requested**

VL

Procurement Specialist**:** **Vanessa LeBlanc**

Telephone No.**:** **(505) 629-9525**

Email**:** **Vanessa.LeBlanc@gsd.nm.gov**

Title**:** **Computer Equipment, Peripherals & Related Services**

Term**:** **October 30, 2023 thru June 30, 2025**

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

**NASPO ValuePoint Link:** **https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/dell-marketing-lp/**

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949
Dell Customer Communication - Confidential


# Participating Addendum Number 10-00000-20-00062AF
# for
# COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
# between
# State of New Mexico
# and
# Dell Marketing LP

This Participating Addendum is entered into by the State of New Mexico ("Participating Entity") and Dell Marketing LP (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23026, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Dell Marketing LP ("Contractor")
One Dell Way
Round Rock, TX 78682

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Ashley Salinas
SLED Contract Program Manager
A.Salinas@dell.com
(512) 542-1237

Participating Entity's contact for this Participating Addendum is:

Dorothy Mendonca
State Purchasing Agent
Dorothy.Mendonca@gsd.nm.gov
(505) 827-0472

**II. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

**III. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

**IV. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions, including the terms of Exhibit E, of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

**a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

**b. Contractor Partners**. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.**

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949
Dell Customer Communication - Confidential




**V.** **ORDERS.** Purchasing Entities may place Orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

**VI.** **ATTACHMENTS.** This Participating Addendum includes the following attachments:

**a.** Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

**VII.** **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

**VIII.** **ENTIRE AGREEMENT.** The Master Agreement and this Participating Addendum represent the parties' entire understanding with respect to its subject matter and supersede any previous communication or agreement(s) that may exist.

**IX.** **SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949
Dell Customer Communication - Confidential




IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

| **PARTICIPATING ENTITY** | **CONTRACTOR** |
|---|---|
| Signature:<br>Dorothy Mendonca<br>This is signed on behalf of the State Purchasing Agent | Signature:<br>Ana Pitti |
| Name:<br>Dorothy Mendonca | Name:<br>Ana Pitti |
| Title:<br>State Purchasing Agent | Title:<br>Sr. Analyst, Paralegal |
| Date:<br>11/1/2023 | Date:<br>11/1/2023 |

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949
Non-Customer Communication - Confidential




---

**Attachment A**

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

2. **Retainage:**
   Reserved

3. **Performance Bond:**
   Reserved

4. **Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on a date approved by the New Mexico State Purchasing Agent and end on **June 30, 2025**. The Participating State reserves the right to renew the Participating Addendum on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

5. **Termination:**

   **a)** Grounds. The Participating State may terminate this Agreement for convenience, at any time effective 90 days written notice or for any uncured, material breach of this Agreement.

   **b)** Notice; Participating State Opportunity to Cure.
   **(1)** Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination for material breach. Said notice shall provide Contactor with (i) identification of all the material breaches of this Agreement upon which the termination is based and (ii) state what the Contractor must do to cure the material breaches. Participating State's notice of termination shall only be effective (i) if the Contractor does not cure all material breaches within the thirty (30) day notice period or(ii) in the case of material breaches that cannot be cured within thirty (30) days, the Contractor does not, within the thirty (30) day notice period, notify the Participating State of its intent to cure and begin with due diligence to cure the material breach. Participating State shall use commercially reasonable efforts to assist the Contractor in developing a mitigation plan to cure material breaches during the notice period.

   **(2)** Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
   **(3)** Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (ii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949


**c)** Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for orders delivered prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

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

8. **Conflict of Interest; Governmental Conduct Act:**
   **a)** The Contractor represents and warrants, to the best of its knowledge, that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

   **b)** The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that, to the best of its knowledge:
      **(1)** in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
      **(2)** this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
      **(3)** in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949
Non-Customer Communication - Confidential


official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;

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

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

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

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

**d)** All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

**9. Amendment:**

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

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

**10. Merger:** This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement. Any preprinted terms on a Participating Entity purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Participating Addendum shall be binding on Contractor.

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

**12. Equal Opportunity Compliance:** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949


shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. **Workers Compensation:** The Contractor agrees to comply with the Participating State's laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so and does not cure this when provided notice under Clause 5 b), this Agreement may be terminated by the Participating State.

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

15. **Inspections and Audit:** In the event of any audit, inspections, or testing, notwithstanding any conflicting terms in the Master Agreement, Contractor agrees to grant access to Contractor's sales records, only, at the expense of Participating Entity in exercise of its rights, provided that Contractor operations are not adversely interrupted, and Contractor is not unduly burdened from the cost of such an audit, inspection, or testing. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records, directly or indirectly relating to the Participating State's purchases made under this Agreement shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor no more than once a year at the mutually agreed upon time of the parties and at a designated Contract location. The Participating State shall, at its sole expense, have the right to audit billings both before and after payment subject to the conditions provided for in the preceding sentence.

16. **Invalid Term or Condition:** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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

18. **Non-Collusion:** In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.

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

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949
Agenda Item #7.2.
Dell Customer Communication - Confidential



**PARTICIPATING ENTITY:**

| | |
|---|---|
| Name: | Dorothy Mendonca |
| Address: | 1100 S. St. Francis Drive, Room 2016, Santa Fe, NM 87505 |
| Telephone: | 505-827- 0472 |
| Email: | Dorothy.mendonca@gsd.nm.gov |

**CONTRACTOR:**

| | |
|---|---|
| Name: | Ashley Salinas |
| Address: | One Dell Way, Round Rock, TX 78682 |
| Telephone: | (512) 542-1237 |
| Email: | A.Salinas@dell.com ; Dell_Legal_Notices@Dell.com |

20. **Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

21. **Headings:** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. **Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **Reserved.**

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

25. **Indemnification:** See Section 34 of the Master Agreement. The Participating Entity does not require any approval by its Attorney General. .

26. **Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State which the Participating State shall not unreasonably

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949


withhold. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Participating State.

27. **Commercial Warranty:** Contractor warrants that the Equipment furnished under this Agreement will, for the duration set forth in the applicable Contractor and Publisher warranty terms and conditions (1) conform with the requirements of this Participating Addendum; (2) be free from material defects of material and workmanship; and (3) perform substantially in a manner consistent with the corresponding standard documentation issued by Supplier for the applicable Equipment and by the Publisher for the applicable Software and Services..

28. **Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

29. **Confidentiality:** Upon written request, Contractor shall deliver all Confidential Information in its possession to the Participating State within a commercially reasonable time after termination of the Participating Addendum. Notwithstanding the foregoing, neither party will be required to search archived electronic back-up files or its computer systems for discloser's Confidential Information in order to purge such Confidential Information from its archived files. Additionally, Contractor's professional advisors (e.g., lawyers and accountants) may retain in confidence one file copy of their respective work papers and final reports in accordance with their professional and ethical obligations .

30. **Incorporation by Reference and Precedence:** In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; (2) and the NASPO ValuePoint Master Agreement.

31. **Inspection:** If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services:** If this Agreement is for the purchase of services, the following terms shall apply.

**a)** Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

**b)** The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

**c)** The Participating State has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

**d)** If the Participating State performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

**e)** If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State may:

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

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

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949


**f)** If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Participating State may:
- **(1)** by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
- **(2)** terminate the Agreement for default.

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

**33. Insurance:** If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured under the Commercial General Liability policy.

**a)** Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

**b)** Commercial general liability (including coverage for property damage, personal injury coverage and contractual assumption of liability for all insurable liability the Contractor has assumed under this Agreement). Limits shall not be less than:
- **(1)** Combined single limit coverage of$1,000,000 per occurrence for bodily injury and property damage.
- **(2)** Automobile liability (including non-owned automobile coverage): $1,000,000 per occurrence.
- **(3)** Umbrella: $1,000,000 per occurrence.

**c)** Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured under the Commercial General Liability policy. A certificate of insurance coverage form shall specifically state the Commercial General Liability coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

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

**35. <u>New Mexico Administration Reporting</u>**:
All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of one percent (1.00%) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

| **Quarter:** | **Period Ending:** | **Report Due Date:** |
|---|---|---|
| First | September 30 | October 30 |
| Second | December 31 | January 31 |
| Third | March 31 | April 30 |
| Fourth | June 30 | July 31 |

DocuSign Envelope ID: A72721A5-E712-470B-8D93-212E59C56949
Dell Customer Communication - Confidential


The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

**36. Fees**:

The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number ***10-00000-20-00062AF*** on the quarterly sales report and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to NM State Purchasing Division or via email to GSD.QuarterlyUsageR@gsd.nm.gov

If you have any questions regarding the administrative reporting fee, please contact the Financial Coordinator Amber Sanchez at Amber.Sanchez2@gsd.nm.gov or (505) 469-2679.

For payment of fees through U.S. Mail or Courier Delivery:
New Mexico State Purchasing Division
Joseph Montoya Building, Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

**37. Lease Agreements:**
Reserved

**38. Subcontractors:** All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement. Contractor may use Affiliates or other qualified subcontractors to perform its obligations hereunder, provided that (i) Contractor shall remain responsible for the performance of its obligations under this Participating Addendum; and (ii) either party may assign rights to payments arising under any order without consent of the other party. "Affiliate" means Dell Inc. and its wholly-owned or wholly-controlled subsidiaries. "Control" means more than 50% of the voting power or ownership interests.

DocuSign

## Certificate Of Completion

Envelope Id: A72721A5E712470B8D93212E59C56949
Status: Completed
Subject: Please sigh with DocuSign: 10-00000-20-00062AF PA
Source Envelope:
Document Pages: 12 Signatures: 2
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

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

## Record Tracking

Status: Original
10/30/2023 11:28:58 AM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Michael Saavedra<br>Michael.Saavedra@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 10/30/2023 11:34:26 AM<br>Viewed: 10/30/2023 11:36:18 AM<br>Signed: 10/30/2023 11:36:26 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/4/2020 11:04:51 AM<br>ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8 | | |
| Vanessa LeBlanc<br>vanessa.leblanc@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 10/30/2023 11:36:27 AM<br>Viewed: 10/30/2023 11:40:51 AM<br>Signed: 10/30/2023 11:40:53 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/2/2020 7:02:26 AM<br>ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4 | | |
| Ana Pitti<br>ana_pitti@dellteam.com<br>Paralegal Senior Analyst<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 186.72.114.61 | Sent: 10/30/2023 11:40:54 AM<br>Resent: 10/31/2023 9:28:29 AM<br>Viewed: 10/31/2023 10:32:31 AM<br>Signed: 11/1/2023 8:46:09 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 10/31/2023 10:32:31 AM<br>ID: fd5d9a11-c359-4d45-8f65-c35ff1a7cb71 | | |
| Dorothy Mendonca<br>dorothy.mendonca@gsd.nm.gov<br>SPD Division Director / State Purchasing Agent<br>General Services Department<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 11/1/2023 8:46:11 AM<br>Viewed: 11/1/2023 9:06:24 AM<br>Signed: 11/1/2023 9:06:28 AM |
| **Electronic Record and Signature Disclosure:** | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Accepted: 4/14/2023 7:24:59 AM<br>ID: 51f6380f-50f7-4227-afb5-572b373dfb7c | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 10/30/2023 11:34:27 AM |
| Envelope Updated | Security Checked | 10/31/2023 9:28:28 AM |
| Envelope Updated | Security Checked | 10/31/2023 9:28:28 AM |
| Envelope Updated | Security Checked | 10/31/2023 9:28:28 AM |
| Certified Delivered | Security Checked | 11/1/2023 9:06:24 AM |
| Signing Complete | Security Checked | 11/1/2023 9:06:28 AM |
| Completed | Security Checked | 11/1/2023 9:06:28 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

**24-093**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | Virginia Barela | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $250,000.00 FOR COMMUNICATIONS, RADIO EQUIPMENT, PARTS, ACCESSORIES AND RELATED SERVICES WITH ENCHANTED TECHNOLOGY SOLUTIONS, LLC OF ALBUQUERQUE, NEW MEXICO, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT 23-24-078).**

**TYPE OF ACTION:** ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

## PURPOSE(S) OF ACTION:

To award an existing contract price agreement.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) Fire and Police Departments purchase a variety of mobile command systems, including but not limited to; mobile computer equipment, docking stations, mounting infrastructure, and accessories to allow communication, and provide diverse data access networking interfaces which will allow emergency staff to gather and transmit data from emergency scenes. This communication and network interfacing is integral for public and emergency response staff safety.

Las Cruces Municipal Code, Chapter 24, Section 24-3(25) Authorized exemption, authorizes the City to utilize contracts from other entities. Utilization of these contracts allows for effective and cost-efficient procurement of goods and services to meet the City's operational needs.

Enchanted Technology Solutions, LLC of Albuquerque, New Mexico provides reduced pricing based on New Mexico Purchasing Division (NMSPD) contract No. 10-00000-20-00048. The City wishes to utilize this contract to purchase communication, radio equipment, parts, accessories, and related services at a discounted rate. The City's aggregate expenditures go beyond the $100,000.00 threshold requiring City Council approval. This Resolution requests approval from City Council to set an annual-not-to-exceed purchasing amount of $250,000.00.

## SUPPORT INFORMATION:

Exhibit "A" - Enchanted Technology Price Agreement

## COMMITTEE/BOARD REVIEW:

None

## DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**

☐ Yes
☒ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution to authorize the purchase of communications, radio equipment, parts, accessories, and related services with Enchanted Technology Solutions, LLC of Albuquerque, NM in an annual not-to-exceed amount of $250,000.00, subject to budget approvals.
2. Vote "No"; this will deny the purchase of communications, radio equipment, parts, accessories, and related services with Enchanted Technology Solutions, LLC of Albuquerque, NM in an annual not-to-exceed amount of $250,000.00.
3. Vote to "Amend"; this could modify the resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the authorization of communications, radio equipment, parts, accessories, and related services with Enchanted Technology Solutions, LLC of Albuquerque, NM in an annual not-to-exceed amount of $250,000.00 and may negatively impact emergency response services to the community.

**RESOLUTION 24-093**

**A RESOLUTION AUTHORIZING AN ANNUAL NOT-TO-EXCEED AMOUNT OF $250,000.00 FOR COMMUNICATIONS, RADIO EQUIPMENT, PARTS, ACCESSORIES AND RELATED SERVICES WITH ENCHANTED TECHNOLOGY SOLUTIONS, LLC OF ALBUQUERQUE, NEW MEXICO, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT 23-24-078).**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) purchases a variety of mobile command systems to allow communication and provide diverse data access networking interfaces, which will allow emergency staff to gather and transmit data from emergency scenes; and

**WHEREAS**, Enchanted Technology Solutions, LLC of Albuquerque, New Mexico provides reduced pricing based on New Mexico Purchasing Division (NMSPD) contract No. 10-00000-20-00048; and

**WHEREAS**, the aggregate expenditures of communications, radio equipment, parts, accessories, and related services go beyond the $100,000.00 threshold requiring City Council approval.

**NOW, THEREFORE**, Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the Resolution authorizing the City to enter into a price agreement to purchase communications, radio equipment, parts, accessories, and related services with Enchanted Technology Solutions, LLC of Albuquerque, NM in an annual not-to-exceed amount of $250,000.00, subject to budget approvals, as shown in Exhibit "A" attached hereto and made part of this resolution is approved.

**(II)**

**THAT**City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

Exhibit "A"

# CITY OF LAS CRUCES

## EXISTING CONTRACT PURCHASE AGREEMENT

## NEW MEXICO STATE PURCHASING DIVISION
## CONTRACT NO. 10-00000-20-00048

## COMMUNCATION, RADIO EQUIPMENT, PARTS, ACCESSORIES, AND RELATED SERVICES

Pursuant to terms and conditions of New Mexico State Purchasing Division (NMSPD) Contract No. 10-00000-20-00048, dated November 18, 2020, between the NMSPD and Enchanted Technology Solutions, LLC (CONTRACTOR), as amended and incorporated herein by reference, the City of Las Cruces (CITY) and CONTRACTOR hereby agree on this _____ day of March, 2024, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall deliver pursuant to NMSPD Contract No 10-00000-20-00048, as set forth in Attachment A, attached hereto and made a part of this Agreement.

3. The effective period of this Agreement shall coexist with NMSPD Contract No. 10-00000-20-00048.

4. In consideration for the satisfactory delivery of products, the CONTRACTOR shall be compensated pursuant to the cost terms of NMSPD Contract No. 10-00000-20-00048. Cost of delivered product shall be paid by CITY within 30 days upon receipt of undisputed invoice.

5. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

6. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

7. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for

correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

8. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.

9. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

10. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

11. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

ENCHANTED TECHNOLOGY SOLUTIONS, LLC

BY: _____
Name:
Title:

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

2/8/24
City Attorney

Revised: May 2023

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

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**0000013468 (AH)**
**Motorola Solutions Inc**
**13096 Collections Center Dr.**
**Chicago, IL 60693-0000**

**Email: manny.barreras@motorlasolutions.com**
**Phone: (505) 850-8194**

Number**:** **10-00000-20-00048**

Amendment No.**:** **Four**

Term**:** **November 18, 2020 – November 17, 2024**

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

**Invoice:**
**As Requested**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

Title**:** **Communication, Radio Equipment, Parts, Accessories and Related Services**

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

**Replacement for Vendor (AH) Motorola Solutions Inc Price List #197 APX1000 to APX900**

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

**Accepted for the State of New Mexico**

Valerie Paulk

Date: 2/21/2023

New Mexico State Purchasing Agent

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



MS

DocuSign

## Certificate Of Completion

Envelope Id: 291958B53C2645F397CC9030E299522A
Status: Completed
Subject: 10-00000-20-00048 A004
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Raelynn Lujan
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Raelynn.Lujan@gsd.nm.gov
IP Address: 164.64.62.10

## Record Tracking

Status: Original
2/21/2023 10:14:14 AM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Michael Saavedra<br>Michael.Saavedra@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 67.131.78.33 | Sent: 2/21/2023 10:16:08 AM<br>Viewed: 2/21/2023 10:17:37 AM<br>Signed: 2/21/2023 10:17:55 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/4/2020 11:04:51 AM<br>ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8 | | |
| Raelynn Lujan<br>raelynn.lujan@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 2/21/2023 10:17:57 AM<br>Viewed: 2/21/2023 10:18:25 AM<br>Signed: 2/21/2023 10:18:31 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/26/2020 4:27:38 PM<br>ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31 | | |
| Valerie Paulk<br>valerie.paulk@gsd.nm.gov<br>Signed of Behalf of State Purchasing Agent<br>New Mexico General Services<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None) |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 2/21/2023 10:18:33 AM<br>Viewed: 2/21/2023 10:20:20 AM<br>Signed: 2/21/2023 10:20:30 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2020 9:40:59 AM<br>ID: f12ca6d0-7cba-4de4-b58f-8180244887ff | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 2/21/2023 10:16:08 AM |
| Certified Delivered | Security Checked | 2/21/2023 10:20:20 AM |
| Signing Complete | Security Checked | 2/21/2023 10:20:30 AM |
| Completed | Security Checked | 2/21/2023 10:20:30 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

DocuSign Envelope ID: 8A508577-3232-490D-BC27-732C2DF46116




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

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**9 Vendors**

Number**:** **10-00000-20-00048**

Amendment No.**:** **Three**

Term**:** **November 18, 2020 – November 17, 2024**

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

**Invoice:**
**As Requested**

Procurement Specialist**:** **Raelynn Lujan** RL

Telephone No.**:** **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

Title**:** **Communication, Radio Equipment, Parts, Accessories and Related Services**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 18, 2022 to November 17, 2024 at the same price, terms and conditions. Vendors 0000147342 Electro-Magwave, Inc. and 0000137644 Southwest Customs LLC. have chosen not to extend.**

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

**Accepted for the State of New Mexico**

Valerie Pauk

Date: 11/1/2022

New Mexico State Purchasing Agent

Effective November 18, 2022

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



JDL

DocuSign

## Certificate Of Completion

Envelope Id: 8A5085773232490DBC27732C2DF46116
Status: Completed
Subject: 10-00000-20-00048 A003 Communication Radio
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
1100 S Saint Francis Dr
Santa Fe, NM 87502
Raelynn.Lujan@gsd.nm.gov
IP Address: 98.60.119.245

## Record Tracking

Status: Original
11/1/2022 8:54:28 AM
Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Travis Dutton- Leyda<br>Travis.Dutton-Leyda@gsd.nm.gov<br>IT & Construction Bureau Chief<br>New Mexico General Services, State Purchasing Division<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 11/1/2022 8:57:01 AM<br>Viewed: 11/1/2022 10:04:24 AM<br>Signed: 11/1/2022 10:38:59 AM |
| Raelynn Lujan<br>raelynn.lujan@gsd.nm.gov<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/26/2020 4:27:38 PM<br>ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31 |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 98.60.119.245 | Sent: 11/1/2022 10:39:01 AM<br>Viewed: 11/1/2022 10:41:36 AM<br>Signed: 11/1/2022 10:41:43 AM |
| Valerie Paulk<br>valerie.paulk@gsd.nm.gov<br>Signed of Behalf of State Purchasing Agent<br>New Mexico General Services<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2020 9:40:59 AM<br>ID: f12ca6d0-7cba-4de4-b58f-8180244887ff |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 164.64.62.10 | Sent: 11/1/2022 10:41:44 AM<br>Viewed: 11/1/2022 10:51:32 AM<br>Signed: 11/1/2022 10:51:52 AM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 11/1/2022 8:57:01 AM |
| Certified Delivered | Security Checked | 11/1/2022 10:51:32 AM |
| Signing Complete | Security Checked | 11/1/2022 10:51:52 AM |
| Completed | Security Checked | 11/1/2022 10:51:52 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

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

## Statewide Price Agreement Amendment

**Awarded Vendor:**
**0000135964 (AD)**
**Enchanted Technology Solutions, LLC**
**6615 SUJETO Rd NW**
**Albuquerque, NM 87120-0000**

**Email: jeffg@ets.us.com**
**Telephone No. (505) 946-8219**

Number**: 10-00000-20-00048**

Amendment No.**: Two**

Term**: April 28, 2021- November 17, 2022**

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

**Invoice:**
**As Requested**

Procurement Specialist**: Raelynn Lujan** RL

Telephone No.**: 505-670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**: Communication, Radio Equipment, Parts, Accessories and Related Services**

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

**This amendment is issued to reflect the following effective immediately:**

**Address Change for Vendor (AD) Enchanted Technology Solutions, LLC:**

| From: | To: |
|---|---|
| Enchanted Technology Solutions, LLC | Enchanted Technology Solutions, LLC |
| PO Box 29374 | 6615 SUJETO Rd NW |
| Santa Fe, NM 87592 | Albuquerque, NM 87120-0000 |

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

**Accepted for the State of New Mexico**

Valerie Paulk

Date: 1/6/2022

Mark Hayden, New Mexico State Purchasing Agent

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

DocuSign

## Certificate Of Completion

Envelope Id: 9792953AD4C540E78C6038472C8533A1
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Raelynn Lujan
13 Bataan Blvd
Santa Fe, NM 87508
Raelynn.Lujan@state.nm.us
IP Address: 76.18.69.157

## Record Tracking

Status: Original
1/6/2022 1:41:02 PM
Holder: Raelynn Lujan
Raelynn.Lujan@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Travis Dutton- Leyda<br>Travis.Dutton-Leyda@state.nm.us<br>IT & Construction Bureau Chief<br>New Mexico General Services, State Purchasing Division<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.127.219.222 | Sent: 1/6/2022 1:44:45 PM<br>Viewed: 1/6/2022 1:53:57 PM<br>Signed: 1/6/2022 1:54:14 PM |
| Raelynn Lujan<br>raelynn.lujan@state.nm.us<br>New Mexico General Services<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/26/2020 4:27:38 PM<br>ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31 |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 76.18.69.157 | Sent: 1/6/2022 1:54:15 PM<br>Viewed: 1/6/2022 2:26:48 PM<br>Signed: 1/6/2022 2:26:52 PM |
| Valerie Paulk<br>valerie.paulk@state.nm.us<br>Signed of Behalf of State Purchasing Agent<br>New Mexico General Services<br>Signing Group: 35000 - State Purchasing Agent<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2020 9:40:59 AM<br>ID: f12ca6d0-7cba-4de4-b58f-8180244887ff |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 75.161.45.20<br>Signed using mobile | Sent: 1/6/2022 2:26:54 PM<br>Viewed: 1/6/2022 2:27:31 PM<br>Signed: 1/6/2022 2:27:47 PM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 1/6/2022 1:44:45 PM |
| Certified Delivered | Security Checked | 1/6/2022 2:27:31 PM |
| Signing Complete | Security Checked | 1/6/2022 2:27:47 PM |
| Completed | Security Checked | 1/6/2022 2:27:47 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

# B. Obtaining paper copies

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

# C. Withdrawing your consent

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

# D. Consequences of changing your mind

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

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

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

# F. How to contact GSD:

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

# G. To advise SPD of your new email address

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

# H. To request paper copies from SPD

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

# I. To withdraw your consent with SPD

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

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

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

# J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

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

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

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

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

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4


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

**Statewide Price Agreement Amendment**

**Awarded Vendor:**
**0000086640 (AI)**
**R.T.C., Inc.**
**300 E. Sunset Rd**
**El Paso, TX 79922**

**Email: mercy@rtcinc.org**
**Telephone No. (915) 584- 6646**

Number**: 10-00000-20-000048**

Amendment No.**: One**

Term**: April 28, 2021 – November 17, 2022**

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

**Invoice:**
**As Requested**

Procurement Specialist**: Raelynn Lujan** RL

Telephone No.**: (505) 670-1561**

Email: **raelynn.lujan@state.nm.us**

Title**: Communications, Radio Equipment, Parts, Accessories and Related Services**

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

**This amendment is issued to reflect the following effective immediately:**

**Correction to Items Pages 54-56:**
**From: Vendor (AH)**
**To: Vendor (AI).**

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

**Accepted for the State of New Mexico**

Valerie Paulk

Date: 5/11/2021

Mark Hayden, New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4



State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



# BID PRICING RESPONSE FORM

## I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | Motorola | Radio | 007 | EVX-S24 | EVX-S24 | 25%-30% |
| 2. | Motorola | TRBO | 018 | CP Portfolio | CP Portfolio | 25%-30% |
| 3. | Motorola | TRBO | 019 | PM/CM Portfolio | PM/CM Portfolio | 25%-30% |
| 4. | Motorola | Portable Radios | 037 | TRBO Radio Portfolio | TRBO Radio Portfolio | 25%-30% |
| 5. | Motorola | Mobile Stations | 038 | MotoTRBO | MotoTRBO | 25%-30% |
| 6. | Motorola | LTE Systems Dropship | 055 | LTE Switch Routers | LTE Switch Routers | 10% |
| 7. | Motorola | Portable Radios | 087 | TRBO Radio Portables | TRBO Radio Portables | 25%-30% |
| 8. | Motorola | Pagers/Receivers | 136 | Minitor Products | Minitor Products | 15% |
| 9. | Motorola | Portable Radios TRBO | 158 | TRBO Radio CP Portfolio | TRBO Radio CP Portfolio | 25%-30% |
| 10. | Motorola | Portable Radios APX Accessories | 187 | APX Portable Accessories | APX Portable Accessories | 27% |
| 11. | Motorola | Mobiles | 189 | Mobile Accessories | Mobile Accessories | 20% |
| 12. | Motorola | MotoTRBO | 421 | Application Partner Programs | Application Partner Programs | 0% |
| 13. | Motorola | MotoTRBO | 422 | Infrastructure | Infrastructure | 10%-15% |
| 14. | Motorola | MotoTRBO | 433 | MotoTRBO High Tier Repeater | MotoTRBO High Tier Repeater | 15%-30% |
| 15. | Motorola | Professional Commercial Radio | 435 | Capacity Max Hardware | Capacity Max Hardware | 20% |
| 16. | Motorola | Professional Commercial Radio | 449 | Capacity Max Software License | Capacity Max Software License | 20% |
| 17. | Motorola | Pagers/Receivers | 452 | Pagers | Pagers | 15% |
| 18. | Motorola | Dispatch | 454 | Audio Accessories | Audio Accessories | 15% |
| 19. | Motorola | Fixed Station | 457 | Infrastructure Antennas | Infrastructure Antennas | 20% |
| 20. | Motorola | Professional Commercial Radio | 475 | MotoTRBO Trunking Mobile | MotoTRBO Trunking Mobile | 25%-30% |
| 21. | Motorola | MotoTRBO | 478 | MotoTRBo Mid Tier Repeater | MotoTRBo Mid Tier Repeater | 15%-30% |
| 22. | Motorola | Mobiles | 484 | MotoTRBO | MotoTRBO | 25%-30% |
| 23. | Motorola | Dispatch | 520 | Wave Technology | Wave Technology | 0% |
| 24. | Motorola | MotoTRBO | 521 | MotoTRBO Low Tier Repeater | MotoTRBO Low Tier Repeater | 15%-30% |
| 25. | Motorola | Accessories | 271 | Carry Cases | Carry Cases | 15% |
| 26. | Motorola | Fixed Station | 273 | Analog Comparator | Analog Comparator | 10% |

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4

**Vendor (AI)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



| | | | | | | |
|---|---|---|---|---|---|---|
| 27. | Motorola | Accessories | 291 | Mobile Dropship | Mobile Dropship | 10% |
| 28. | Motorola | Vertex | 301 | Vertex Parts | Vertex Parts | 10% |
| 29. | Motorola | Wave PTT | 336 | Wave on Cloud 3rd Party Services - Recurring | Wave on Cloud 3rd Party Services - Recurring | 0% |
| 30. | Motorola | Professional Commercial Radio | 345 | Low Tier Business Radio | Low Tier Business Radio | 25%-30% |
| 31. | Motorola | MotoTRBO | 356 | MotorTRBO Anywhere Gateway | MotorTRBO Anywhere Gateway | 10% |
| 32. | Motorola | MotoTRBO | 346 | MotorTRBO Anywhere License | MotorTRBO Anywhere License | 10% |
| 33. | Motorola | Pagers/Receivers | 361 | Paging | Paging | 15% |
| 34. | Motorola | Accessories | 372 | Speaker Microphones | Speaker Microphones | 27% |
| 35. | Motorola | Professional Commercial Radios | 401 | Digital Portable | Digital Portable | 25%-30% |
| 36. | Motorola | Wave PTT Wave on Cloud Product | 583 | Wave on Cloud 3rd Party Hardware and Software | Wave on Cloud 3rd Party Hardware and Software | 0% |
| 37. | Motorola | Portable Radios | 626 | TRBO Radio PR Portfolio | TRBO Radio PR Portfolio | 25%-30% |
| 38. | Motorola | Wave PTT | 642 | Wave on Cloud MSI Hardware | Wave on Cloud MSI Hardware | 10% |
| 39. | Motorola | MotoTRBO Radios | 777 | Portables | Portables | 25%-30% |
| 40. | Motorola | Portable Radios – Misc Accessories | 785 | APX Accessories | APX Accessories | 27% |
| 41. | Motorola | LTE | 790 | LTE LEX 11 | LTE LEX 11 | 0% |
| 42. | Motorola | Professional Commercial Radio | 794 | Professional Fixed Equipment | Professional Fixed Equipment | 15% |
| 43. | Motorola | Portable Radios | 795 | Misc APX Accessories | Misc APX Accessories | 27% |
| 44. | Motorola | Portable Radios | 798 | Misc APX Accessories | Misc APX Accessories | 27% |
| 45. | Motorola | Professional Commercial radio | 807 | Subscribers | Subscribers | 25%-30% |
| 46. | Motorola | Professional Commercial radio | 819 | VX-261 | VX-261 | 25%-30% |
| 47. | Motorola | Professional Commercial radio | 821 | Limited Display Keypad Subscriber | Limited Display Keypad Subscriber | 25%-30% |
| 48. | Motorola | Portable Radios | 837 | Misc APX Accessories | Misc APX Accessories | 27% |
| 49. | Motorola | Accessories | 849 | Other Consumer Accessories | Other Consumer Accessories | 15%-27% |
| 50. | Motorola | Professional Commercial radio | 871 | Full Display Keypad Subscriber | Full Display Keypad Subscriber | 25%-30% |
| 51. | Motorola | Dispatch | 892 | Wave Technology | Wave Technology | 0% |

DocuSign Envelope ID: 5756EB59-3426-46A8-9589-74793BBB17C4


**Vendor (AI)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



| | | | | | | |
|---|---|---|---|---|---|---|
| 52. | Motorola | Mobiles | 922 | | CM200/300 | 25%-30% |
| | | | | | | |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




# State of New Mexico
# General Services Department

## Statewide Price Agreement

| |
|---|
| **Awarded Vendor:**<br>**11 Awarded Vendors- See pages 6&7 for details**<br><br>**Email:**<br>**Telephone No.:** |

| |
|---|
| **Ship To:**<br>**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.** |
| **Invoice:**<br>**As Requested** |

Price Agreement Number**:** **10-00000-20-00048**

Payment Terms**:** **Net 30**

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

Delivery**:** **See pages 6&7**

RL

Procurement Specialist**:** **Raelynn Lujan**

Telephone No.**:** **505-827-0484**

Email: **raelynn.lujan@state.nm.us**

Title**:** **Communications, Radio Equipment, Parts, Accessories and Related Services**

Term**:** **November 18, 2020 thru November 17, 2022**

**This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

Valerie Paulk

Date: 11/13/2020

Mark Hayden, New Mexico State Purchasing Agent

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

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048



## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

## New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**Statewide Price Agreement**

**Article I – Statement of Work**
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

**Article II – Term**
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

**Article III – Specifications**
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance or Orders**
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the price schedule hereto attached are firm.

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048



**Awarded Vendors:**

(AA) 0000051480
Advanced Communications and Electro
2417 Baylor Drive SE
Albuquerque, NM 87106
(505) 244-3321
lhenz@advtwoway.com

Delivery: 10 days ARO, typical
Preference: Resident

(AB) 0000116813
Code 3 Service, LLC
2323 Aztec Rd NE- STE A
Albuquerque, NM 87107
(505) 407-2310
Sales@code3service.com

Delivery: 1-6 Weeks or As Requested

(AC) 0000147342
Electro-Magwave, Inc
PO Box 2182
Fairfax, VA 22031
(216) 232-0244
mike.wienke@emwaveinc.com

Delivery: UPS Surface Pre-Pay & Add-
Free Shipping for Order Total >$1,000.

(AD) 0000135964
Enchanted Technology Solutions, LLC
P.O. Box 29374
Santa Fe, NM 87592
(505) 946-8219
jeffg@ets.us.com

Delivery: 4-6 Weeks or as requested

(AE) 0000010372
Holzberg Communications, Inc.
PO Box 322
Totowa, NJ 07511
(800) 654-9550
holzberg@juno.com

Delivery: 15 Days ARO

(AF) 0000070398
Icom America Inc
12421 Willows Road NE
Kirkland, Washington 98034
(425) 450-6090
govsales@icomamerica.com

Delivery: 30-60 days ARO
(Large quantities: 90-120 days ARO)

(AG) 0000111558
L3Harris Technologies, Inc.
PO Box 419436
Boston, MA 02241-9436
(800) 368-3277
PSPCIDIQCONTRACTS@L3Harris.com

Delivery: As Requested

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048



(AH) 0000013468
Motorola Solutions Inc
13096 Collections Center Dr.
Chicago, IL 60693-0000
(505) 850-8194
manny.barreras@motorolasolutions.com

Delivery: FOB
Preference: Resident

(AI) 0000086640
R.T.C., Inc.
300 E. Sunset Rd.
El Paso, TX 79922
(915) 584-6646
mercy@rtcinc.org
omar@rtcinc.org

Delivery: 1-8 weeks

(AJ) 0000137644
Southwest Customs LLC
17 HWY 82
Alamogordo, NM 88310
Office: (575) 488-1340
Cell: (650) 283-4471
collier@swcustoms.net

Delivery: As requested; at the discretion
or purchase/end user/ requisitioner

(AK) 0000046297
Specialty Corporation
PO Box 23277
Albuquerque, NM 87192
(505) 294-6100

Delivery: same day if in stock,
if not 2-8 weeks

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




**Specifications:**

**Supplemental Terms and Conditions**

**General**
This is a Statewide Price Agreement; therefore, there is no guarantee of the minimum quantities of items or services to be purchased.

Offerors submitting bids must be authorized employees of the company they represent who can fulfill all terms and conditions of the resulting Statewide Price Agreement.

**Multiple Awards**
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1- 154 the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to insure availability and timely delivery.

Awards will be made to meet the best interests of the State of New Mexico.

**Term**
The term of this agreement shall be for a two (2) year term from date of award with the option to extend every two (2) years up to a maximum of ten (10) years; by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed ten (10) years.

Pricing in the agreement is based on a fixed percentage off the published list price. These percentages are fixed during the first two years of the agreement. Amended percentages off the published list price may be negotiated after the second year at the discretion of State Purchasing.

**Agreement Performance Monitoring**
Monitoring the performance of the awarded contractor is a key function to ensure that the contractor is performing all duties in accordance with the awarded Price Agreement. All performance or monitoring will be documented and shared with any local public body or State agency utilizing the Price Agreement. They will be made aware of and addressed any developing problems or concerns. Pursuant to the Procurement Code, Sections 13-1-161 and 13-1- 182 the State reserves the right to evaluate and monitor the performance of this Price Agreement.

**Reporting Requirements**
At the request of State Purchasing, Contractor agrees to submit reports or other documentation in accordance with the Terms and Conditions of the ITB and Statewide Price Agreement. If the Contractor fails to submit reports to NM State Purchasing Division in a timely and satisfactory manner, any such reports, documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Statewide Price Agreement.

**Equipment Warranty**
All items proposed by the bidder should be warranted for defects in materials and workmanship for a minimum of one (1) calendar year, or the manufacture's standard U.S. warranty period, from the date of delivery to the purchaser. If the bidder is the manufacturer of any item proposed or sells that item under its own brand label, the warranty offered to the State of New Mexico under this procurement should be as

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


favorable as any warranties provided to other governmental or retail customers. The bidder should provide the authorized purchaser with any manufacturer warranty information or registration materials for items proposed or supplied as a result of this procurement.

In the event defects become evident within the manufactures warranty period, the vendor shall furnish replacement parts and materials at no additional cost to the State.

**Extended Warranty**
If the radio equipment is subject to an extended warranty option, it should be so noted and the price(s) of the extension(s) should be included in the Equipment and Services Schedule (ESS) Template for schedule is included in bid pricing response form.

**Out of Warranty Repair Service and Parts**
The bidder may agree to service and repair all equipment sold to authorized purchasers under the scope of this procurement for the term of the awarded Price Agreement.

Send-in maintenance coverage must be offered for all items sold if the vendor bids such a service. Such servicing and repairs may be performed on either a time and materials basis or maintenance agreement basis at the option of the purchaser for purchased equipment and should be provided throughout the life of the Price Agreement.

The bidder may include on their ESS a guaranteed maximum hourly rate for time and a price for parts for repair of their equipment that is beyond the standard warranty. All repair parts are to be available to the Agency if they choose to do their own repairs at the above repair parts prices.
The bidder should also agree to perform upgrades, updates, and/or modifications approved by the equipment's manufacturer on send-in time and material basis, fixed fee basis or make the materials required for the modification/upgrade availableto the Agency for self-installation.

**Warranty on Repairs**
The bidder should guarantee all repairs, upgrades or modifications for at least 90 days from the date of repair and should perform all repairs using materials and techniques in accordance with manufacture's specifications. The bidder may decline to perform any repair, upgrade or modification not recommended or approved by the equipment's manufacturer; however, if the bidder agrees to perform such repairs, upgrades or modifications, the repair should be guaranteed for a period of at least 90 days from the date of repair.

**Technical Support**
All contractors should make available prompt factory level technical support of all items they offer to the Agency. This support may be by means of a telephone call and/or email to the factory or a factory representative at a "district level."
This requirement may also be met by a visit from an onsite technical representative from the manufacturer. The technical support should be available during regular business working hours Monday through Friday.

**Engineering Support**
All contractors may provide pricing for engineering services including but not limited to system design, traffic routing, path analysis, microwave path budgeting, frequency planning, structural analysis, feasibility studies, terrain analysis, site development, system documentation and system trouble shooting.

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




**Discontinued Items**
During the term of this Price Agreement, should the manufacturer discontinue any of the items on the ESS, the vendor shall attempt to furnish a replacement item that is equal to or better than the discontinued item. The final price of the replacement item shall be similar to the discontinued item. The using entity reserves the right to accept the replacement item. After evaluating the replacement item, the Agency reserves the right to cancel the portion of the Price Agreement and re-bid if it is deemed in the best interest of the State of New Mexico.

**Training Costs**
The bidder may include on the ESS a list of all training classes, seminars, etc. that are available for the equipment offered to the Agency in the bid. The bidder should list the price of each class, the location where each is held, whether or not they are offered online, the duration of each and the maximum number of students per class. The bidder should also indicate which, if any, might be conducted at a location in New Mexico and approximate cost for a given number of students. Video presentations in DVD and internet based streaming format are recognized as viable training programs and should be included in the offerors catalog or bid if available. The video training programs must be of the same technical level as the live classroom instruction provide by the bidder.

**Shipping**
This is a Statewide Price Agreement; therefore it can be used by all government entities in New Mexico, allowed by law. Each using entity will have its own delivery location(s). The Contractor must verify the delivery location at the time of order.
Equipment order by Department of Information Technology will be shipped to the address below.

Public Safety Communications
State Police Complex
4491 Cerrillos Road
Santa Fe, NM 87505

**Scope of Procurement:**

The State of New Mexico General Services Department/State Purchasing Division, ("SPD"), is seeking fully certified resellers or manufacturers that will provide **Communications, Radio Equipment, Parts, Accessories and Related Services** to support the State's current and future communications infrastructure.

The results of this bid will establish multiple Statewide Price Agreements.

The pricing for all Communications, Radio Equipment, Parts, Accessories and Related Services must not include New Mexico Gross Receipts Tax (NMGRT). However, the services are subject to the NMGRT and are applicable to the current rate for the period, which the services are performed.

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by user Agency

It is preferable that the offeror maintain and guarantee accessibility to their catalog URL or direct link, for the duration of the awarded Price Agreement. It is desirable, although not required, for the awarded contractor to provide historic pricing information upon request. The awarded Contractor shall provide all quotes and invoices listing both the list price of catalog items as well as the discounted price for each item. The ability to add new Communications, Radio Equipment, Parts, Accessories and Related Services to the awarded

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




Contractor's URL or direct link is to the benefit of the procuring agencies, authorized purchasing entities and the Contractor. The purpose is for the State to continue to keep up with advancing technology. All Communications, Radio Equipment, Parts, Accessories and Related Services must be commercially available at the time the award is made and when additional Communications, Radio Equipment, Parts, Accessories and Related Services are added to the catalog.
Any additions must fall within the original scope and intent of this ITB.

**Specifications:**

A. Radio Communication Equipment
Including Receivers/Pagers; Land Mobile Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios in accordance with current industry standards; Base Stations, Repeaters and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 capable stations and repeaters); Communication Control Console Systems; Portable Radios and Accessories (to include VHF, UHF, 700 and 800 MHZ analog, digital P25 phase I and Phase II capable radios); Radio Trunking Control Systems, ancillary equipment and software; Radio Communications Towers and associated equipment; Mobile Data Systems (MDS); Wireless Mobility Systems including Broadband, WiFi and LTE (to include commercial and Band 14 FirstNet compatible devices); Networking including System-wide and local Interoperability Solutions; Biometric Applications.

B. Emergency Response Command and Control Equipment and Services
This Invitation to Bid (ITB) will establish a Statewide Price Agreement for state-of-the-art Emergency Response Command & Control Equipment and Systems that can be purchased by New Mexico's state agency or local public bodies. Actual operators of the equipment will be "first-on-the- scene" emergency incident response commanders who will need to control communications between various agencies, who will have diverse data access needs and networking interfaces, who may have the need to gather and transmit data from the scene.

C. Mobile Command Interoperable Communication Equipment and Services
This ITB will establish a Statewide Price Agreement for systems and equipment for voice, data and video communication interoperable for mobile command systems. Access to wide area network may be via optional satellite, optional wireless (WiFi) optional video network interfacing, optional networking (including public or private LTE systems) and gateway interfaces. The capabilities provided by these systems will establish interoperability between the incident scene, the Integrated Emergency Operations Center (IEOC) and other Incident command Systems (ICS) as applicable.

D. Implementation Services
This category was added to describe the types of services the Bidder may choose to offer in order to integrate and implement the various products offered in Categories A, B and C above, into complete systems or subsystems. These services shall in no way diminish or render void any installation, warranties, training or other related services that are a part of the products and services offered by the Bidder in the other categories. These services may include support to system design, installation integration, system or component optimization, testing, training, obtaining certifications…etc. Bidders may bid integration or implementation services for products from any or all of the Categories. It is preferable that bidders bid integration services for all products for which the bidder is submitting a bid.

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




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

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

| Quarter: | Period End: | Report Due: |
|---|---|---|
| First | September 30 | October 31 |
| Second | December 31 | January 31 |
| Third | March 31 | April 30 |
| Fourth | June 30 | July 31 |

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

Payment shall be made by check payable to the "State Purchasing Division". This Price Agreement number 10-00000-20-00048 must be included on all payments and Quarterly Sales Reports.

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

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

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

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

**Method of Award:**

The New Mexico State Purchasing Division will establish a Statewide Price Agreement for **Communications, Radio Equipment, Parts, Accessories and Related Services**.

It may be impossible to list all the specific components that may be required for **Communications, Radio Equipment, Parts, Accessories and Related Services**; therefore, equipment, parts, accessories and related services may be listed in an equipment catalog or equipment and Services Schedule using an updated and working URL Link.

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




Vendors are encouraged to update their equipment offered with the latest technologies applicable to the Price Agreement. The same discounts will apply to any equipment added to the price agreement.

The State of New Mexico reserves the right to obtain bids from any and all successful bidders for **Communications, Radio Equipment, Parts, Accessories and Related Services** and award the bid to a contractor or multiple contractors based on price, percentage discounts, schedule and the ability to perform satisfactorily. Awards will be made to meet the best interests of the State of New Mexico.

I. The Bidders expecting to sell **Communications, Radio Equipment, Parts, Accessories and Related Services** by a specific manufacturer, as a result of this procurement must submit a minimum percentage **(%) discount off MSRP** for that particular manufacturer type. If no discount is being offered (but you can provide the type) for a specific product then the discount must be listed as 0%.

1. The Bidders must provide at least one (1) or more Manufacturer Type(s)
2. Product Category
3. Account Product Code (APC)
4. Item
5. Short Description
6. MSRP Percentage (%) Discount

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

II. **Implementation Services, Maintenance & Support:** At a minimum, the Bidder may provide a fixed hourly or fixed daily rate for the following services, if the bidder offers these services:

1. System Technician or Technologist
2. Standard Shop Installation
3. Mobile Radio Installation
4. Radio Programming
5. Training
6. Post-Warranty Maintenance
7. Support Services – Implementation
8. Support Services – Post Implementation
9. Project Management Services

In cases where post warranty, maintenance, and support services are quoted based on an annual, system-level pricing, the vendor shall indicate "system" and provide such pricing in the individual bids.

III. The bidder must provide a working URL Link to their catalog(s) if the bidder maintains such a catalog.

IV. The Bidders must be a fully certified reseller or manufacturer for the Communications, Radio Equipment, Parts, Accessories and Related Services proposed for this bid.

***** End of Specifications *****

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-20-00048



**Items Awarded:**
Listed in pages below

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



## II. Implementation Services: Software Integration, Hardware Installation and Training

| | | Vendor (AA) | | Vendor (AB) | | Vendor (AC) | | Vendor (AD) | | Vendor (AE) | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Service | MSRP % Discount | $ Rate (indicated Hourly) | MSRP % Discount | $ Rate (indicated Hourly) | MSRP % Discount | $ Rate (indicate Hourly or Daily) | MSRP % Discount | $ Rate (indicated Hourly) | MSRP % Discount | $ Rate (indicate Hourly or Daily) |
| 1 | System Technician Technologist | 0% | $125.00 | 0% | $125.00 | No Bid | No Bid | 0% | $175.00 | No Bid | No Bid |
| 2 | Standard Shop Installation | 0% | $95.00 | 0% | $95.00 | No Bid | No Bid | 0% | $125.00 | No Bid | No Bid |
| 3 | Mobile Radio Installation | 0% | $105.00 | 0% | $95.00 | No Bid | No Bid | 0% | $150.00 | No Bid | No Bid |
| 4 | Radio Programming | 0% | $95.00 | 0% | $55.00 | No Bid | No Bid | 0% | $100.00 | No Bid | No Bid |
| 5 | Training | 0% | $125.00 | 0% | $125.00 | No Bid | No Bid | 0% | $200.00 | No Bid | No Bid |
| 6 | Post-Warranty Maintenance | 0% | $105.00 | 0% | $125.00 | No Bid | No Bid | 0% | $200.00 | No Bid | No Bid |
| 7 | Support Services – Implementation | 0% | $105.00 | 0% | $125.00 | No Bid | No Bid | 0% | $200.00 | No Bid | No Bid |
| 8 | Support Services – Post Implementation | 0% | $105.00 | 0% | $125.00 | No Bid | No Bid | 0% | $200.00 | No Bid | No Bid |
| 9 | Project Management Services | 0% | $125.00 | 0% | $175.00 | No Bid | No Bid | 0% | $150.00 | No Bid | No Bid |

| | | Vendor (AB) | | Vendor (AD) | |
|---|---|---|---|---|---|
| Additional Items by Vendors: | | MSRP % Discount | $ Rate (indicate Hourly or Daily) | MSRP % Discount | $ Rate (indicate Hourly or Daily) |
| 10 | Design Engineering | 0% | $250.00 | 0% | $250.00 |
| 11 | Senior System Engineer | 0% | $300.00 | 0% | $300.00 |
| 12 | Consulting | 0% | $200.00 | 0% | $200.00 |
| 13 | Staging | 0% | $500.00 | 0% | $200.00 |
| 14 | Travel Per-diem | 0% | $150.00 | 0% | $200.00 |
| 15 | Travel Mileage | 0% | $0.55 | 0% | $100.00 |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| Vendor (AF) | | Vendor (AG) | | | | Vendor (AH) | | Vendor (AI) | | Vendor (AJ) | | Vendor (AK) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MSRP % Discount | $ Rate (indicate Hourly or Daily) | MSRP % Discount | $ Rate (indicate Hourly or Daily) | | | MSRP % Discount | $ Rate (indicate Hourly or Daily) | MSRP % Discount | $ Rate (indicated Hourly) | MSRP % Discount | $ Rate (indicate Hourly or Daily) | MSRP % Discount | $ Rate (indicate Hourly or Daily) |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | 0% | $1,805.00 Daily Rate | 0% | $95.00 | n/a | $75.00 | 0% | $85.00 |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | 0% | $150.00 Per hour | 0% | $95.00 | n/a | $75.00 | 0% | $170.00 |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | 0% | $180.00-$500.00 Per hour | 0% | $95.00 | n/a | $75.00 | 0% | $170.00 |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | 0% | $55.00-$125.00 per hour | 0% | $95.00 | 100% w/purchase | $75.00 | 0% | $30.00 |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | | System | 0% | $95.00 | 100% w/purchase | $75.00 | 0% | $85.00 |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | | System | 0% | $95.00 | 100% w/purchase | $75.00 | 0% | $85.00 |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | | System | 0% | $95.00 | 100% w/purchase | $75.00 | 0% | $85.00 |
| 30% | **See Appendix ___** | 0% | Refer to cataloge | | | | System | 0% | $95.00 | n/a | $75.00 | 0% | $85.00 |
| No Bid | **See Appendix ___** | 0% | Refer to cataloge | | | | System | 0% | $95.00 | n/a | $75.00 | 0% | $85.00 |

| Vendor (AF) | | | |
|---|---|---|---|
| | Additional Items by Vendors: | MSRP % Discount | $ Rate (indicate Hourly or Daily) |
| 10 | Extended Warranty Options (as per speivications instructinos) | 30% | **See Appendix ___** |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



**III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:**

| Vendor | Links |
|---|---|
| Vendor (AA) | See Appendix _ |
| Vendor (AB) | www.code3services.com/catalogs.html<br>Sales@code3services.com |
| Vendor (AC) | mike.wieke@emwaveinc.com<br>www.emwaveinc.com<br>www.nearson.com<br>sales@emwaveinc.com |
| Vendor (AD) | |
| jeffg@ets.us.com Vendor (AE) | No Bid |
| Vendor (AF) | http://www.icomamerica.com/clientproposal |
| Vendor (AG) | https://premier.pspc.harris.com/infocenter/<br>https://www.harris.com/solution/pspc-technical-training |
| (AH) | http://www.motorolasolutions.com/en_xu/product-catalog-search.html |
| Vendor (AI) | URL Links not available. Price Catalogs are available upon request. |
| Vendor (AJ) | https://www.dropbox.com/s/q15ochcos5cx6zo/BK%20June%202020%20Retail%20Price%20List.pdf? |
| dl=0 Vendor (AK) | No Bid |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



ITB Statewide Price Agreement #: 10-00000-20-00048 

BID PRICING RESPONSE FORM

I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

A. Radio Communication Equipment
B. Emergency Response Command and Control Equipment and Services
C. Mobile Command Interoperable Communication Equipment and Services
D. Implementation Services

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount: |
|---|---|---|---|---|---|---|
| 1 | Microsemi | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 2 | 9dot NEW | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 3 | Access Technologies | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 4 | ACTi | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 5 | Adtran | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 6 | Advanced Communications | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 3% |
| 7 | Advanced Tower Services | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 8 | Advancetec/ACT | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 9 | Airspan | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 10 | AirSpan Networks | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 11 | Alber | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 12 | AlertSense | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 13 | Alvarion | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 14 | Alvarion | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 15 | Amphenol | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 16 | Andrew | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 17 | Andrew Commscope | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 18 | Anritsu | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 19 | Aranet | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 20 | Asentria | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 21 | Asset Management | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 22 | Astron | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 23 | Aviat | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 24 | Axell Wireless | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 25 | Axis Communications | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 26 | Baicells | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 27 | BDA Bi Diretional Amp | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 28 | Bendix King / Relm | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 8% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| | | | | | | |
|---|---|---|---|---|---|---|
| 29 | Bird | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 30 | Brickcom | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 31 | BridgeWave Communications | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 32 | Broken Arrow Electric | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 33 | Brother | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 34 | CalAmp | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 35 | Cambium Networks | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 36 | CBNL | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 37 | Cel-Fi by Nextivity | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 38 | Cellular Specialties | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 39 | Ceragon | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 40 | Cisco Systems | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 41 | Citel | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 42 | Cobham | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 43 | Codan Communications | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 44 | Code 3 | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 45 | CommScope | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 46 | Crane Services of NM | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 47 | DAS Distributed Antenna Ssystems | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 48 | David Clark | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 49 | DDB Unlimited | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 50 | Dell | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 51 | DigiKey | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 52 | Dragonwave | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 53 | DuraComm | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 54 | DVL | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 55 | EF Johnson | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 8% |
| 56 | EMR Corp. | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 57 | EnviroBuilding | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 58 | Ericsson | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 59 | Exalt Communications | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 60 | Extralink | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 61 | Extreme | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 62 | Extreme Networks | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 63 | Extricom | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 64 | FCC | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 65 | Federal Signal | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 66 | Fiplex Communications | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 67 | FireCom | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 68 | Firetide | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915





| | | | | | | |
|---|---|---|---|---|---|---|
| 69 | Fontech | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 70 | Freedom | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 71 | FreeWave | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 72 | G Wave | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 73 | Gaitronics | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 74 | Gamber Johnson | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 75 | Gamma Electronics | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 76 | Garmin | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 77 | Generac | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 78 | General Dynamics | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 79 | General Electric | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 80 | Generators and UPS | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 81 | GeoTechnical | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 82 | Getac | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 83 | grounding | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 84 | G-Wave | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 85 | Havis | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 86 | HVAC | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 87 | ICOM | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 88 | ICT | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 89 | Installation | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 90 | Integra Enclosures | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 91 | Interference | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 92 | Iridium | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 93 | Itelite | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 94 | ITS | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 95 | JPS | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 96 | Juniper Networks | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 97 | Kenwood EF Johnson | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 15% |
| 98 | KP Performance Antennas NEW | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 99 | L3 Mobile Vision | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 100 | L3Harris | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 15% |
| 101 | Laird | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 102 | LTE | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 103 | MARS Antennas | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 104 | Maxrad / PC Tel | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 105 | MCM Technology | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 106 | Megger | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 107 | Mercury Networks | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 108 | Microwave Networks | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915





| | | | | | | |
|---|---|---|---|---|---|---|
| 109 | Midland | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 110 | MikroTik | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 111 | Mimosa | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 112 | Mobile Mark | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 113 | Mor-Co | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 114 | Motorola Solutions, Inc. | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 12% |
| 115 | MP Antenna | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 116 | MTI Wireless Edge | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 117 | NEC | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 3% |
| 118 | netElastic Systems NEW | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 119 | NetworkFleet | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 120 | NEWMAR | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 121 | Nokia | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 122 | Nomadix | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 123 | Novi Security | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 124 | On Site Repair | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 125 | Otto | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 126 | Paessler | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 127 | Panasonic | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 128 | PC Tel | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 129 | PCTEL | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 130 | Pepro | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 131 | Polyphaser | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 132 | Power Products | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 133 | Preventative Maintenance | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 134 | Primus | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 135 | PRO Tower | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 136 | Programming | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 137 | Project Management | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 138 | Proxim | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 139 | Pulse Larsen | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 140 | Pyramid | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 141 | Radio Rental Services | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 142 | Radio Waves Inc | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 143 | Radiowaves | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 144 | Radwin | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 145 | Raetheon | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 146 | Redline Communications | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 147 | RFS | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 148 | Ridgeline Engineering | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |

| | | | | | | |
|---|---|---|---|---|---|---|
| 149 | Rohn | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 150 | Ruckus | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 151 | Sabre | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 152 | Samsung | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 153 | Santa Cruz | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 154 | Service Maintenance | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 155 | Setcom | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 156 | shelter | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 157 | SIAE MICROELETTRONICA | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 158 | Siklu | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 159 | Sinclair | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 160 | Site Pro Valmont | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 161 | Site Survey | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 162 | SkyPilot by Trilliant | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 163 | SmartPTT | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 164 | SOLiD | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 165 | Solis Energy | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 166 | SPINNER Group | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 167 | Sti-Co | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 168 | Tait | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 169 | Talley | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 170 | Teldio | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 171 | Telewave | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 172 | Telex | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 173 | Tessco | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 174 | ThermoBond | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 175 | Times Microwave | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 176 | Tower Analysis | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 177 | Tower Inspection | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 178 | Tower Shelter | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 179 | Towers | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 0% |
| 180 | Transtector | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 181 | TruckVault | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 182 | Trylon | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 183 | TX/RX | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 184 | Tycon Systems NEW | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 185 | Ubiquiti | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 186 | Video Solutions | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 187 | Videotec | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 188 | Vumii | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



**Vendor (AA)**

| | | | | | | |
|---|---|---|---|---|---|---|
| 189 | WaveIP | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 190 | Westell | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 191 | Whelen | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 192 | Wilson Electronics | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 193 | Wincomm | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 194 | WinnCloud | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 195 | Winncom Technologies | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 196 | Xirrus by Cambium | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 2% |
| 197 | Zetron | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | 5% |
| 198 | Tariff Charges from Vendor | ABCD | Not Applicable | wireless, radios, parts, service | wireless, radios, parts, service | passthrough - no |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048
Page-17

III. Provide URL Link or Links to Communications, Radio Equipment, Parts, Accessories and Related Services Price Catalogs:

| No. | Manufacturer | URL Link |
|---|---|---|
| 1 | Microsemi | www.winncom.com |
| 2 | 9dot NEW | www.winncom.com |
| 3 | Access Technologies | www.atisw.com |
| 4 | ACTi | www.winncom.com |
| 5 | Adtran | https://www.adtran.com/ |
| 6 | Advanced Communications | https://www.advtwoway.com/ |
| 7 | Advanced Tower Services | https://www.advtower.com |
| 8 | Advancetec/ACT | https://advancetec.com/ |
| 9 | Airspan | www.winncom.com |
| 10 | AirSpan Networks | www.airspan.com |
| 11 | Alber | https://alpinepowersystems.com/ |
| 12 | AlertSense | https://www.konexus.com/alertsense/ |
| 13 | Alvarion | http://www.alvarion.com/ |
| 14 | Alvarion | www.winncom.com |
| 15 | Amphenol | https://www.amphenol.com/ |
| 16 | Andrew | www.winncom.com |
| 17 | Andrew Commscope | https://www.commscope.com/ |
| 18 | Anritsu | https://www.anritsu.com/en-us/ |
| 19 | Aranet | www.winncom.com |
| 20 | Asentria | https://www.asentria.com/ |
| 21 | Asset Management | www.advtwoway.com |
| 22 | Astron | https://www.astroncorp.com/ |
| 23 | Aviat | https://aviatnetworks.com/ |
| 24 | Axell Wireless | www.axellwireless.com |
| 25 | Axis Communications | www.winncom.com |
| 26 | Baicells | www.winncom.com |
| 27 | BDA Bi Diretional Amp | www.advtwoway.com |
| 28 | Bendix King / Relm | https://www.bendixking.com/ |
| 29 | Bird | https://birdrf.com/ |
| 30 | Brickcom | www.winncom.com |
| 31 | BridgeWave Communications | www.winncom.com |

Vendor (AA)





| | | |
|---|---|---|
| 32 | Broken Arrow Electric | no website |
| 33 | Brother | https://www.brother-usa.com/ |
| 34 | CalAmp | https://www.calamp.com/ |
| 35 | Cambium Networks | https://www.cambiumnetworks.com/ |
| 36 | CBNL | www.winncom.com |
| 37 | Cel-Fi by Nextivity | www.winncom.com |
| 38 | Cellular Specialties | https://www.westell.com/ |
| 39 | Ceragon | https://www.ceragon.com/ |
| 40 | Cisco Systems | www.winncom.com |
| 41 | Citel | www.winncom.com |
| 42 | Cobham | https://cobhamwireless.com/ |
| 43 | Codan Communications | https://codancomms.com/ |
| 44 | Code 3 | https://www.code3esg.com/ |
| 45 | CommScope | https://www.commscope.com/ |
| 46 | Crane Services of NM | www.craneserviceinc.com |
| 47 | DAS Distributed Antenna Ssystems | www.advtwoway.com |
| 48 | David Clark | https://www.davidclarkcompany.com/ |
| 49 | DDB Unlimited | www.winncom.com |
| 50 | Dell | www.dell.com |
| 51 | DigiKey | www.digikey.com |
| 52 | Dragonwave | https://www.dragonwavex.com/ |
| 53 | DuraComm | www.winncom.com |
| 54 | DVL | www.dvlnet.com |
| 55 | EF Johnson | www.efjohnson.com |
| 56 | EMR Corp. | http://www.emrcorp.com/ |
| 57 | EnviroBuilding | www.envirobuildings.com |
| 58 | Ericsson | www.winncom.com |
| 59 | Exalt Communications | www.winncom.com |
| 60 | Extralink | www.winncom.com |
| 61 | Extreme | https://www.extremenetworks.com/ |
| 62 | Extreme Networks | www.winncom.com |
| 63 | Extricom | www.winncom.com |
| 64 | FCC | www.advtwoway.com |
| 65 | Federal Signal | https://www.fedsig.com/ |
| 66 | Fiplex Communications | www.winncom.com |
| 67 | FireCom | https://www.firecom.com/ |
| 68 | Firetide | www.winncom.com |
| 69 | Fontech | www.winncom.com |
| 70 | Freedom | http://freedomcte.com |
| 71 | FreeWave | www.winncom.com |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| | | |
|---|---|---|
| 72 | G Wave | https://gwaverf.com/ |
| 73 | Gaitronics | https://www.hubbell.com/gai-tronics |
| 74 | Gamber Johnson | https://www.gamberjohnson.com/ |
| 75 | Gamma Electronics | www.winncom.com |
| 76 | Garmin | www.garmin.com |
| 77 | Generac | www.generac.com |
| 78 | General Dynamics | https://www.gd.com/ |
| 79 | General Electric | www.ge.com |
| 80 | Generators and UPS | no website |
| 81 | GeoTechnical | www.advtwoway.com |
| 82 | Getac | https://www.getac.com/ |
| 83 | grounding | no website |
| 84 | G-Wave | https://gwaverf.com/ |
| 85 | Havis | https://www.havis.com/ |
| 86 | HVAC | www.advtwoway.com |
| 87 | ICOM | http://www.icomamerica.com |
| 88 | ICT | www.winncom.com |
| 89 | Installation | www.advtwoway.com |
| 90 | Integra Enclosures | www.winncom.com |
| 91 | Interference | www.advtwoway.com |
| 92 | Iridium | https://www.iridium.com/ |
| 93 | Itelite | www.winncom.com |
| 94 | ITS | http://www.itstowers.com/ |
| 95 | JPS | https://www.jpsinterop.com/ |
| 96 | Juniper Networks | https://www.juniper.net/us/en/ |
| 97 | Kenwood EF Johnson | https://www.kenwood.com/usa/com |
| 98 | KP Performance Antennas NEW | www.winncom.com |
| 99 | L3 Mobile Vision | https://www.mobile-vision.com/ |
| 100 | L3Harris | https://www.l3harris.com/ |
| 101 | Laird | https://www.lairdtech.com/ |
| 102 | LTE | www.advtwoway.com |
| 103 | MARS Antennas | www.winncom.com |
| 104 | Maxrad / PC Tel | https://www.pctel.com/ |
| 105 | MCM Technology | www.mcmtechnology.com |
| 106 | Megger | https://megger.com/ |
| 107 | Mercury Networks | www.winncom.com |
| 108 | Microwave Networks | https://www.microwavenetworks.com/ |
| 109 | Midland | https://midlandusa.com/ |
| 110 | MikroTik | www.winncom.com |
| 111 | Mimosa | www.winncom.com |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915





Vendor (AA)

| | | |
|---|---|---|
| 112 | Mobile Mark | https://www.mobilemark.com/ |
| 113 | Mor-Co | https://www.morcobattery.com/ |
| 114 | Motorola Solutions, Inc. | https://www.motorolasolutions.com |
| 115 | MP Antenna | www.winncom.com |
| 116 | MTI Wireless Edge | www.winncom.com |
| 117 | NEC | www.nec.com |
| 118 | netElastic Systems NEW | www.winncom.com |
| 119 | NetworkFleet | https://www.networkfleet.com |
| 120 | NEWMAR | https://www.newmarpower.com/ |
| 121 | Nokia | https://www.nokia.com/ |
| 122 | Nomadix | www.winncom.com |
| 123 | Novi Security | www.winncom.com |
| 124 | On Site Repair | www.advtwoway.com |
| 125 | Otto | https://www.ottoexcellence.com/ |
| 126 | Paessler | www.winncom.com |
| 127 | Panasonic | https://na.panasonic.com/ |
| 128 | PC Tel | https://www.pctel.com/ |
| 129 | PCTEL | www.winncom.com |
| 130 | Pepro | www.advtwoway.com |
| 131 | Polyphaser | https://www.polyphaser.com/ |
| 132 | Power Products | https://www.powerproducts.com/ |
| 133 | Preventative Maintenance | www.advtwoway.com |
| 134 | Primus | https://www.primuselectronics.com/ |
| 135 | PRO Tower | www.protowermfg.com |
| 136 | Programming | www.advtwoway.com |
| 137 | Project Management | www.advtwoway.com |
| 138 | Proxim | https://www.proxim.com/ |
| 139 | Pulse Larsen | https://www.pulseelectronics.com/ |
| 140 | Pyramid | http://www.pyramidcomm.com/ |
| 141 | Radio Rental Services | www.advtwoway.com |
| 142 | Radio Waves Inc | www.winncom.com |
| 143 | Radiowaves | https://www.radiowaves.com/ |
| 144 | Radwin | https://www.radwin.com/ |
| 145 | Raetheon | https://www.raytheon.com/ |
| 146 | Redline Communications | www.winncom.com |
| 147 | RFS | https://www.rfsworld.com/ |
| 148 | Ridgeline Engineering | www.rdgline.com |
| 149 | Rohn | https://www.rohnnet.com/ |
| 150 | Ruckus | https://www.ruckussecurity.com/ |
| 151 | Sabre | www.sabreindustries.com |

| | | |
|---|---|---|
| 152 | Samsung | www.winncom.com |
| 153 | Santa Cruz | https://santacruzgunlocks.com/ |
| 154 | Service Maintenance | www.advtwoway.com |
| 155 | Setcom | https://setcomcorp.com/ |
| 156 | shelter | no website |
| 157 | SIAE MICROELETTRONICA | www.winncom.com |
| 158 | Siklu | www.winncom.com |
| 159 | Sinclair | http://www.sinclairtechnologies.com/ |
| 160 | Site Pro Valmont | www.valmontstructures.com |
| 161 | Site Survey | www.advtwoway.com |
| 162 | SkyPilot by Trilliant | www.winncom.com |
| 163 | SmartPTT | https://smartptt.com/ |
| 164 | SOLiD | www.winncom.com |
| 165 | Solis Energy | www.winncom.com |
| 166 | SPINNER Group | www.winncom.com |
| 167 | Sti-Co | https://sti-co.com/ |
| 168 | Tait | www.taitradio.com |
| 169 | Talley | https://www.talleycom.com/ |
| 170 | Teldio | https://www.teldio.com/ |
| 171 | Telewave | https://www.telewave.com/ |
| 172 | Telex | https://telex.com/ |
| 173 | Tessco | https://www.tessco.com/ |
| 174 | ThermoBond | www.thermobond.com |
| 175 | Times Microwave | https://www.timesmicrowave.com/ |
| 176 | Tower Analysis | www.advtwoway.com |
| 177 | Tower Inspection | www.advtwoway.com |
| 178 | Tower Shelter | www.advtwoway.com |
| 179 | Towers | www.advtower.com |
| 180 | Transtector | www.winncom.com |
| 181 | TruckVault | https://truckvault.com/ |
| 182 | Trylon | www.winncom.com |
| 183 | TX/RX | https://txrx.com/ |
| 184 | Tycon Systems NEW | www.winncom.com |
| 185 | Ubiquiti | https://www.ui.com/ |
| 186 | Video Solutions | www.advtwoway.com |
| 187 | Videotec | www.winncom.com |
| 188 | Vumii | www.winncom.com |
| 189 | WaveIP | www.winncom.com |
| 190 | Westell | https://www.westell.com/ |
| 191 | Whelen | https://www.whelen.com/ |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915





Vendor (AA)

| | | |
|---|---|---|
| 192 | Wilson Electronics | https://www.wilsonelectronics.com/ |
| 193 | Wincomm | www.winncom.com |
| 194 | WinnCloud | www.winncom.com |
| 195 | Winncom Technologies | www.winncom.com |
| 196 | Xirrus by Cambium | www.winncom.com |
| 197 | Zetron | https://www.zetron.com/ |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


Code 3 Services, LLC



State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

**Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.*

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | KENWOOD | LMR Radio | N/A | CURRENT CATALOG | KENWOOD LMR RADIOS AND ACCESSORIES | 25% |
| 2. | BK TECHNOLOGIES | LMR Radio | N/A | Current Catalog | BK Radios & Accessories | 30% |
| 3. | Harris | LMR Radio | N/A | Current Catalog | Harris Radios and Accessories | 25% |
| 4. | Harris Software | LMR Software | N/A | Current Catalog | Harris Software | 10% |
| 5. | Unication USA | LMR Radio | N/A | Current Catalog | Unication Fire Pagers and Accessories | 10% |
| 6. | Pyramid | LMR Radio | N/A | Current Catalog | Pyramid Vehicle Repeaters | 25% |
| 7. | Tait | LMR Radio | N/A | Current Catalog | Tait Radios and Accessories | 20% |
| 8. | Motorola | LMR Radio | N/A | Current Catalog | Motorola Radios and Accessories | 10% |
| 9. | Zetron | LMR Radio | N/A | Current Catalog | Zetron Radio Consoles, Paging, and Accessories | 15% |
| 10. | MindShare | LMR Radio | N/A | Current Catalog | MindShare Dispatch Console and Accessories | 10% |
| 11. | Codan | LMR Radio | N/A | Current Catalog | LMR Repeaters | 15% |
| 12. | DTRS Airtime | LMR Radio | DTRS | Current Catalog | Monthly Radio System Airtime | 0% |
| 13. | OTTO | Accessories | N/A | Current Catalog | Radio Accessories | 20% |
| 14. | Icom America | LMR Radio | N/A | Current Catalog | Icom LMR Radio & Accessories | 25% |
| 15. | Impact | Accessories | N/A | Current Catalog | Radio Accessories | 15% |
| 16. | JPS Interop | LMR Radio | N/A | Current Catalog | Interop Gateways and Voters | 5% |
| 17. | Other | LMR Radio | N/A | Current Catalog | Other LMR Radio Not Listed | 5% |
| 18. | Sinclair | LMR Radio | N/A | Current Catalog | Radio Antenna and Filtering | 15% |
| 19. | CommScope | Accessories | N/A | Current Catalog | Coax, Connectors, & Accessories | 15% |
| 20. | Laird | Accessories | N/A | Current Catalog | Antennas and Accessories | 20% |
| 21. | Pulse / Larsen | Accessories | N/A | Current Catalog | Antennas and Accessories | 20% |
| 22. | RF Industries | Accessories | N/A | Current Catalog | Connectors, Coax, & Accessories | 20% |
| 23. | Tram Browning | Accessories | N/A | Current Catalog | Antennas, Coax, & Accessories | 20% |
| 24. | Sti-Co | Antenna | N/A | Current Catalog | Antennas, Coax & Accessories | 10% |
| 25. | Telex | LMR Radio | N/A | Current Catalog | Dispatch Console, Tone Remote | 10% |
| 26. | Power Products | Accessories | N/A | Current Catalog | Batteries, Chargers, & Accessories | 15% |
| 27. | David Clark | Accessories | N/A | Current Catalog | Radio Headsets and Accessories | 10% |
| 28. | Hytera | LMR Radio | N/A | Current Catalog | Radios & Accessories | 25% |
| 29. | Mimosa | LMR Network | N/A | Current Catalog | LMR Radio Network & Accessories | 10% |
| 30. | Repair Depot | LMR Radio | N/A | Current Catalog | Depot Factory Repair Service LMR | 0% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


Vendor (AC) PG 1

Electro-Magwave, Inc

E/M Wave, Inc.
6111 Carey Drive, Unit 1 Valley View, OH 44125
Mike Wienke - Business Development Manager
mike.wienke@emwaveinc.com

State of New Mexico - Communications, radio equipment, parts, accessories and related services
Event 10-00000-20-00048 MSRP/ Discount Price List - *Confidential* *Effective September 30, 2020*
Phone: 216-453-1160 Ext.8329
Cell Direct: 216-242-0244
Fax: 815-904-6052

| Model | Description | MSRP | State of New Mexico Price | State of New Mexico Discount |
|---|---|---|---|---|
| **NMO Cables - Mounts** | | | | |
| EM-BSA001 | Antenna Adapter, NMO to Type N Jack, 0 to 3000 MHz | $23.10 | $11.55 | 50.00% |
| EMBKT-016SS | Mounting Bracket, Right Angle, Mirror and Pole Mount, 5/8" Hole, Stainless Steel | $18.00 | $9.00 | 50.00% |
| EMBKT-019SS | Mounting Bracket, Right Angle, Mirror and Pole Mount, 3/4" Hole, Stainless Steel | $19.00 | $9.50 | 50.00% |
| EM-M11001 | NMO 3/4" Hole Mount Only, No Cable | $10.00 | $5.00 | 50.00% |
| EM-M11001-058 | NMO Mount, 17' RG58/U cable, 30-1000 MHz, no connector | $19.00 | $9.50 | 50.00% |
| EM-M11001-058-35 | NMO Mount, 35' RG58/U cable, 30-1000 MHz, no connector | $36.00 | $18.00 | 50.00% |
| EM-M11001-195 | NMO Mount, 17' RF195 low loss cable, 30-1000 MHz, no connector | $27.00 | $13.50 | 50.00% |
| EM-M11001-195-35 | NMO Mount, 35' RF195 low loss cable, 30-1000 MHz, no connector | $48.00 | $24.00 | 50.00% |
| EM-MAG-058 | Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector | $39.00 | $19.50 | 50.00% |
| EM-MAG-195 | Magnet Mount Base, NMO, Black w/17' Low Loss195 cable attached, no connector | $49.00 | $24.50 | 50.00% |
| EM-MAG-058-HD | Heavy Duty Magnet Mount Base, NMO, Black w/17' RG58/U cable attached, no connector (50 lbs pull strength) | $49.00 | $24.50 | 50.00% |
| EM-MAG-195-HD | Heavy Duty Magnet Mount Base, NMO, Black w/17' Low Loss 195 cable attached, no connector (50 lbs pull | $59.00 | $29.50 | 50.00% |
| EM-MTR11001 | NMO Thick Roof Mount Only | $18.00 | $9.00 | 50.00% |
| EM-MTR11001-058 | NMO Thick Roof Mount w/17' RG58/U cable attached, no connector | $23.00 | $11.50 | 50.00% |
| EM-MTR11001-195 | NMO Thick Roof Mount w/17' 195 low loss cable attached, no connector | $33.00 | $16.50 | 50.00% |
| **Connectors** | | | | |
| EMMP-058 | Mini-UHF male plug connector for RG-58 and 195 type cable | $2.30 | $1.15 | 50.00% |
| EMPL259-CRIMP | PL-259 connector solder center pin, crimp sleeve for RG-58 and 195 type cable | $2.80 | $1.40 | 50.00% |
| EMBP-058 | BNC male plug connector for RG-58 and 195 type cable | $2.80 | $1.40 | 50.00% |
| EMNP-058 | N Plug (male) connector-nickel plated body, goldplated center pin, crimp/solder for RG-58 and 195 type cable | $5.00 | $2.50 | 50.00% |
| EMSP-058 | SMA male plug connector for RG-58 and 195 type cable | $5.00 | $2.50 | 50.00% |
| EMTP-058 | TNC male plug connector for RG-58 and 195 type cable | $2.80 | $1.40 | 50.00% |
| **Mobile VHF/UHF e/m-Flex® Antennas** | | | | |
| EMFLX-M10001 | VHF/UHF Broad Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 108-520 MHz (tunable range) | $51.00 | $25.50 | 50.00% |
| EMFLX-M10003 | UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 420-470 MHz (tunable range) | $56.50 | $28.25 | 50.00% |
| EMFLX-M10003-GPI | UHF 2dB gain roof mount antenna, e/m-Flex® spring 380-520 MHz (tunable range) Ground Plane Independent | $60.00 | $30.00 | 50.00% |
| EMFLX-M10004 | VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range) | $62.00 | $31.00 | 50.00% |
| EMFLX-M10004-GPI | VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 132-174 MHz (tunable range) Ground Plane Independent | $67.50 | $33.75 | 50.00% |
| EMFLX-M10007 | UHF 5dB gain roof mount antenna, e/m-Flex ® Poly spring 420-470 MHz (tunable range) | $65.50 | $32.75 | 50.00% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


Vendor (AC)



| | | | | |
|---|---|---|---|---|
| EMFLX-M10007-GPI | UHF 3dBd gain roof mount antenna, e/m-Flex® spring 440-480 MHz Ground Plane Independent | $70.00 | $35.00 | 50.00% |
| EMFLX-M10013 | UHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 470-520 MHz (tunable range) | $62.00 | $31.00 | 50.00% |
| EMFLX-M10014 | VHF 3dB gain roof mount antenna, e/m-Flex® Poly spring 144-174 MHz (tunable range) | $62.00 | $31.00 | 50.00% |
| EMFLX-M10014-GPI | VHF 2dB gain roof mount antenna, e/m-Flex® Poly spring 144-174 MHz (tunable range) Ground Plane Independent | $67.50 | $33.75 | 50.00% |
| EMFLX-M10008-WB | VHF Wide Band quarter-wave roof mount antenna, e/m-Flex® Poly spring 144-174 MHz, No Tuning Required | $89.00 | $44.50 | 50.00% |
| **Mobile VHF/UHF S.S. Spring Antennas** | | | | |
| EM-M10001 | VHF/UHF Broad Band quarter-wave roof mount antenna w/S.S. spring 108-520 MHz (tunable range) | $51.00 | $25.50 | 50.00% |
| EM-M10003 | UHF 3dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range) | $56.50 | $28.25 | 50.00% |
| EM-M10003-GPI | UHF 2dB gain roof mount antenna w/S.S. spring 380-520 MHz (tunable range) Ground Plane Independent | $60.00 | $30.00 | 50.00% |
| EM-M10004 | VHF 3dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range) | $62.00 | $31.00 | 50.00% |
| EM-M10004-GPI | VHF 2dB gain roof mount antenna w/S.S. spring 132-174 MHz (tunable range) Ground Plane Independent | $67.50 | $33.75 | 50.00% |
| EM-M10007 | UHF 5dB gain roof mount antenna w/S.S. spring 420-470 MHz (tunable range) | $65.50 | $32.75 | 50.00% |
| EM-M10007-GPI | UHF 3dBd gain roof mount antenna, w/S.S. spring 440-480 MHz Ground Plane Independent | $70.00 | $35.00 | 50.00% |
| EM-M10014 | VHF 3dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range) | $62.00 | $31.00 | 50.00% |
| EM-M10014-GPI | VHF 2dB gain roof mount antenna w/S.S. spring 144-174 MHz (tunable range) Ground Plane Independent | $67.50 | $33.75 | 50.00% |
| **Mobile VHF/UHF No Spring Antennas** | | | | |
| EM-M10001-LS | VHF/UHF Broad Band quarter-wave roof mount antenna, No Spring 108-520 MHz (tunable range) | $35.00 | $17.50 | 50.00% |
| EM-M10003-LS | UHF 3dB gain roof mount antenna, No Spring 420-470 MHz (tunable range) | $35.00 | $17.50 | 50.00% |
| EM-M10003-GPI-LS | UHF 2dB gain roof mount antenna, No Spring 380-520 MHz (tunable range) Ground Plane Independent | $36.00 | $18.00 | 50.00% |
| EM-M10004-LS | VHF 3dB gain roof mount antenna, No Spring 132-174 MHz (tunable range) | $43.00 | $21.50 | 50.00% |
| EM-M10004-GPI-LS | VHF 2dB gain roof mount antenna, No Spring 132-174 MHz (tunable range) Ground Plane Independent | $46.00 | $23.00 | 50.00% |
| EM-M10014-LS | VHF 3dB gain roof mount antenna, No Spring 144-174 MHz (tunable range) | $36.00 | $18.00 | 50.00% |
| EM-M10014-GPI-LS | VHF 2dB gain roof mount antenna, No Spring 144-174 MHz (tunable range) Ground Plane Independent | $39.00 | $19.50 | 50.00% |
| EM-M10007-LS | UHF 5dB gain roof mount antenna, No Spring 420-470 MHz (tunable range) | $48.00 | $24.00 | 50.00% |
| **Mobile 700/800/900 MHz** | | | | |
| EM-M11003 | Roof mount antenna, 3dB gain, 764-869 MHz | $39.90 | $19.95 | 50.00% |
| EM-M11004 | Roof mount antenna, 3dB gain, 890-960 MHz | $39.90 | $19.95 | 50.00% |
| EM-M11009 | Quarter-wave roof mount antenna, 746-960 MHz | $29.00 | $14.50 | 50.00% |
| EM-M11008 | Roof mount antenna, 3dB gain, 806-894 MHz | $39.90 | $19.95 | 50.00% |
| EM-M11014 | Roof mount antenna, 6dB gain, Collinear, 890-960 MHz | $51.50 | $25.75 | 50.00% |
| **Mobile Multi-Band Antennas** | | | | |
| EM-M20007 | LTE Poly Pro flexible antenna for NMO applications, 698-960 MHz/1710-2700 MHz | $54.00 | $27.00 | 50.00% |
| EM-M22001 | LMR Poly Pro, Dual Band low profile flexible antenna for NMO applications, UHF 450-520 MHz/746-960 MHz | $64.00 | $32.00 | 50.00% |
| **Mobile/Fixed GPS Antennas and Combination Mounts** | | | | |
| EM-MG11006-SP | NMO/GPS Combo Mount: NMO RG58/U-no connector, GPS RG174 w/SMA plug connector | $110.00 | $55.00 | 50.00% |
| EM-MG11006-SP-195 | NMO/GPS Combo Mount: NMO 195 type low loss-no connector, GPS RG174 w/SMA plug connector | $125.00 | $62.50 | 50.00% |
| EM-MG11022-SP | NMO/GPS/GLONASS Combo Mount; NMO RG58/U-no connector, GPS/GLONASS RG174 w/SMA plug connector | $110.00 | $55.00 | 50.00% |
| EM-MG11022-SP-195 | NMO/GPS/GLONASS Combo Mount; NMO 195 type low loss-no connector, GPS, GLONASS RG174 w/SMA plug | $125.00 | $62.50 | 50.00% |
| EM-MG13004-SP | GPS/GLONASS magnet mount antenna, 16.5' Cable, SMA Plug connector | $25.00 | $12.50 | 50.00% |
| EM-AG13007-SP-174 | GPS/GLONASS (L1) SMA Plug (male), 9.8 ft. RG-174/U | $40.00 | $20.00 | 50.00% |
| EM-AG13007-NJ | GPS/GLONASS (L1) N Type Jack (female) | $40.00 | $20.00 | 50.00% |
| EM-AG13007-NP | GPS/GLONASS (L1) N Type Plug (male) | $38.00 | $19.00 | 50.00% |
| **Mobile WiFi Combination Antennas** | | | | |
| EM-M51001 | NMO/WiFi Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA | $130.00 | $65.00 | 50.00% |
| EM-MG51002-SP | NMO/WiFi/GPS/GLONASS Combo Mount, NMO RG58/U w/QMA, WiFi 2.4/5.x GHz LL195 w/QMA, GPS RG174/U | $145.00 | $72.50 | 50.00% |
| **"X"-Nuts** | | | | |
| EM-MX0152 | "X"-Nut™ quarter-wave VHF 152-162 MHz | $18.50 | $9.25 | 50.00% |
| EM-MX0162 (*) | "X"-Nut™ quarter-wave VHF 162-174 MHz | $18.50 | $9.25 | 50.00% |
| EM-MX0450 | "X"-Nut™ quarter-wave UHF 450-520 MHz | $18.50 | $9.25 | 50.00% |
| EM-MX0746 | "X"-Nut™ quarter-wave 746-894 MHz | $18.50 | $9.25 | 50.00% |
| EM-MX0890 (*) | "X"-Nut™ quarter-wave 890-960 MHz | $18.50 | $9.25 | 50.00% |
| EM-MX0108-FT | "X"-Nut™ 108-960 MHz - Field Tunable | $20.50 | $10.25 | 50.00% |
| | cg | | | |
| ***Available until Depleted** | | | | |
| **Base Station and Fixed Station Antennas** | | | | |
| EM-A11015 | Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, Black | $60.00 | $30.00 | 50.00% |
| EM-A11015-SP | Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, Black | $60.00 | $30.00 | 50.00% |
| EM-A11016 | Low Profile ISM Band, 902-928 MHz, 5/8" Bulkhead Panel Mount, N Jack, White | $60.00 | $30.00 | 50.00% |
| EM-A11016-SP | Mobile Fixed Station Antenna 902-928 MHz ISM Band, SMA Plug, White | $60.00 | $30.00 | 50.00% |
| EM-A20003-SP | Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (Black) | $50.00 | $25.00 | 50.00% |
| EM-A20004-SP | Fixed station BB/multiband 698-960 & 1710-2700 MHz, 24" RG174/U LL cable, SMA plug, (White) | $50.00 | $25.00 | 50.00% |
| EM-A40001 | Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (Black) | $50.00 | $25.00 | 50.00% |
| EM-A40002 | Mobile/Fixed Station, BB/Multiband 746-960 MHz / 1710-2700 MHz (White) | $50.00 | $25.00 | 50.00% |
| EM-B40004-NJ | Multi-Band iDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz | $39.00 | $19.50 | 50.00% |
| EM-B40005-NJ | Multi-Band iDAS Indoor Ceiling Mount Antenna, 698-960/ 1710-2700 MHz, PIM Rated | $51.00 | $25.50 | 50.00% |
| EM-B42001-NJ | Wide Band iDAS Indoor Ceiling Mount Antenna 698-6000 MHz | $47.00 | $23.50 | 50.00% |
| EM-B42002-NJ | Wide Band iDAS Indoor Ceiling Mount Antenna, PIM Rated 698-6000 MHz | $59.00 | $29.50 | 50.00% |
| EM-B11410 | Yagi Antenna, 10 dBi, 7 Element, 450-470 MHz, N Jack Connector, Black | $155.00 | $77.50 | 50.00% |
| EM-B11809 | Yagi Antenna, 9.5dBi, 6 Element, 760-870 MHz, N Jack Connector, Black | $94.00 | $47.00 | 50.00% |
| EM-B11909 | Yagi Antenna, 9.5dBi, 6 Element, 890-960 MHz, N Jack Connector, Black | $94.00 | $47.00 | 50.00% |
| EM-BFG11905-NJ | Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Jack Connector | $112.00 | $56.00 | 50.00% |
| EM-BFG11905-NP | Base Station, 900 MHz, Fiberglass, Omnidirectional, 5 dBi, 902-928 MHz, N Plug Connector | $50.00 | $25.00 | 50.00% |
| EM-BFG40006-NJ | Base Station, 4G/LTE Fiberglass, Omnidirectional, 2dBi, 698-960/1710-2500 MHz, N Jack Connector | $250.00 | $125.00 | 50.00% |
| EM-BGT13005-TJ | Timing Antenna, GPS/GLNSS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray | $98.00 | $49.00 | 50.00% |
| EM-BGT13006-TJ | Timing Antenna and Mount Kit, GPS/GLNSS (L1), 3/4 inch NPT Mount, TNC Jack Connector, Gray, Steel Mounting | $149.00 | $74.50 | 50.00% |
| EMBKT-BSA100 | Base Station Ground Plane Kit, NMO to N Type, 108-520 MHz | $42.45 | $21.23 | 50.00% |
| EMBKT-BSA800 | Base Station Ground Plane Kit, NMO to N Type, 800/900 MHz | $40.00 | $20.00 | 50.00% |
| EMBKT-IDAS40004 | Bracket, Twist Lock Type for Mounting EM-B40004 & EM-B40005 IDAS Series Antennas | $9.00 | $4.50 | 50.00% |
| **Duplexed Antenna Kits** | | | | |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915




| | | | | |
|---|---|---|---|---|
| EM-MBD41000-NJ | Duplexer, N-Jack connectors (108-180/ 380-870 MHz) | $105.00 | $52.50 | 50.00% |
| EM-MBD41002 | VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer | $222.00 | $111.00 | 50.00% |
| EM-MBD41003 | VHF/UHF dual band antenna system, VHF tunable 108-174 MHz; UHF tunable 380-870 MHz, Multiband Duplexer, | $284.00 | $142.00 | 50.00% |
| EM-MBD41004 | VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband | $370.00 | $185.00 | 50.00% |
| EM-MBD41005 | VHF/UHF Tri-band antenna system, VHF tunable 108-174 MHz; UHF 450-520 MHz, 746-960 MHz Multiband | $294.00 | $147.00 | 50.00% |
| EM-MBD41006 | VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz | $325.00 | $162.50 | 50.00% |
| EM-MBD41007 | VHF/UHF Tri-Band Antenna System, 108-174/450-512/746-870 MHz, Multiband Duplexer, WiFi 2.4/5.x GHz, | $415.00 | $207.50 | 50.00% |
| **Portable Antennas** | | | | |
| EM-P90007-BP | Molded Flexible Unity Gain portable antenna, Telescopic, Adj. Field Tune, 118-174 MHz, BNC Connector | $34.60 | $17.30 | 50.00% |
| EM-P90009-BP | Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 450-470 MHz, BNC Connector | $27.00 | $13.50 | 50.00% |
| EM-P90011-BP | Molded Flexible 1/4 wave portable antenna, 2 dBi Gain, 0 & 90 deg. RA, 150-160 MHz, BNC Connector | $26.75 | $13.38 | 50.00% |
| EM-P90013-148-SF | Molded Flexible Unity Gain portable antenna, Helical, 148-162 MHz, SF Connector for Motorola APX Series | $15.00 | $7.50 | 50.00% |
| EM-P90013-162-MD | Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, MD Connector for Harris Series | $15.00 | $7.50 | 50.00% |
| EM-P90013-162-SF | Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SF Connector for Motorola APX Series | $15.00 | $7.50 | 50.00% |
| EM-P90013-162-SFK | Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SFK Connector for Kenwood & EF Johnson | $15.00 | $7.50 | 50.00% |
| EM-P90013-162-SM | Molded Flexible Unity Gain portable antenna, Helical, 162-174 MHz, SM Connector for Relm Wireless BK Series | $15.00 | $7.50 | 50.00% |
| EM-P90016-SF | Molded flexible 1/4 wave portable antenna, SF connector 380-520 MHz for Motorola XTS and APX series | $29.90 | $14.95 | 50.00% |
| EM-P90016-SFK | Molded flexible 1/4 wave portable antenna, SFK connector 380-520 MHz for Kenwood and EF Johnson Series | $29.90 | $14.95 | 50.00% |
| EM-P90110-MD | Molded flexible 1/2 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series | $29.90 | $14.95 | 50.00% |
| EM-P90110-SF | Molded flexible 1/2 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series | $29.90 | $14.95 | 50.00% |
| EM-P90110-SFK | Molded flexible 1/2 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series | $29.90 | $14.95 | 50.00% |
| EM-P90111-MD | Molded flexible 1/4 wave portable antenna, MD connector 698-870 MHz for Harris 7100 and 7300 series | $15.90 | $7.95 | 50.00% |
| EM-P90111-SF | Molded flexible 1/4 wave portable antenna, SF connector 698-870 MHz for Motorola XTS and APX series | $15.90 | $7.95 | 50.00% |
| EM-P90111-SFK | Molded flexible 1/4 wave portable antenna, SFK connector 698-870 MHz for Kenwood and EF Johnson Series | $15.90 | $7.95 | 50.00% |
| EM-P90220-MD | Molded flexible 1/2 wave portable antenna, MD conn. 890-960 MHz for Harris P5300 series | $29.90 | $14.95 | 50.00% |
| EM-P90403-SP | Portable Antenna, 5 dBi Gain, 0 & 90 deg. Articulating, 2400-2500 MHz, SMA Connector | $24.00 | $12.00 | 50.00% |
| EM-P90918-SF | Molded flexible 1/4 wave portable antenna, SF connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Motorola | $42.00 | $21.00 | 50.00% |
| EM-P90918-SFK | Molded flexible 1/4 wave portable antenna, SFK connector, Unity Gain, Broad Band VHF, 150-174 MHz,for KW and | $42.00 | $21.00 | 50.00% |
| EM-P90918-SM | Molded flexible 1/4 wave portable antenna, SM connector, Unity Gain, Broad Band VHF, 150-174 MHz, for Relm | $42.00 | $21.00 | 50.00% |
| EM-P91201-SF | Molded flexible 1/4 wave portable antenna, SF connector 380-520/698-870 MHz for Motorola XTS and APX series | $29.90 | $14.95 | 50.00% |
| EM-P92202-SM | Portable, LTE Multi-Band, 698-960 / 1710-2700 MHz, 0 & 90 Degree Articulating, SMA Male (SM) | $25.00 | $12.50 | 50.00% |
| EM-P92401-SF | All Band VHF/UHF/700/800/900 MHz Portable Antenna 136-174/380-512/763-940 MHz Motorola™ APX™ Series | $70.00 | $35.00 | 50.00% |
| **Replacement Parts** | | | | |
| EM2A-08RP | Whip 30" Blk Chrome, for EM-M10001 & EMFLX-M10001 | $18.00 | $9.00 | 50.00% |
| EM2A-11RP | Whip 55" Tapered Blk Chrome, for EM-M10004, EM-M10004-GPI, EMFLX-M10004, EMFLX-M10004-GPI | $20.00 | $10.00 | 50.00% |
| EM2A-15RP | Whip 40" Tapered Open Coil, UHF 5dB Gain for EM-M10007 & EMFLX-M10007 | $24.00 | $12.00 | 50.00% |
| EM2A-16RP | Whip 46" Tapered Blk Chrome, for EM-M10014, EM-M10014-GPI, EMFLX-M10014, EMFLX-M10014-GPI | $20.00 | $10.00 | 50.00% |
| EM2A-17RP | Whip 15" Blk Chrome, for EM-M10003 & EMFLX-M10003 | $16.00 | $8.00 | 50.00% |
| EM2A-152RP | Whip assy. "X"-Nut™ model EM-MX0152 | $10.00 | $5.00 | 50.00% |
| EM2A-450RP | Whip assy. "X"-Nut™ model EM-MX0450 | $10.00 | $5.00 | 50.00% |
| EM2A-746RP | Whip assy. "X"-Nut™ model EM-MX0746 | $10.00 | $5.00 | 50.00% |
| EM2A-890RP | Whip assy. "X"-Nut™ model EM-MX0890 | $10.00 | $5.00 | 50.00% |

| | | | | |
|---|---|---|---|---|
| EM2A-108-FTRP | Whip assy. "X"-Nut™ model EM-MX0108-FT | $12.00 | $6.00 | 50.00% |
| EM3A-01RP | S.S. Spring, Blk Chrome for EM-M10001, EM-M10003, EM-M10003-GPI & EM-M10004 | $30.00 | $15.00 | 50.00% |
| EM3A-02RP | S.S. Spring, Blk Chrome for EM-M10007 | $30.00 | $15.00 | 50.00% |
| EMFLX3A-01RP | e/m-Flex® Poly Spring for EMFLX-M10001, EMFLX-M10003, M10003-GPI & EMFLX-M10004 | $30.00 | $15.00 | 50.00% |
| EMFLX3A-02RP | e/m-Flex® Poly Spring for EMFLX-M10007 | $30.00 | $15.00 | 50.00% |
| EM6A-01RP | Base EM-M & EMFLX-M10001; EM-M11003,11004,11005,11008; EM-MX All Models | $18.00 | $9.00 | 50.00% |
| EM6A-04RP | Base Coil for VHF models EM-M10004 & EMFLX-M10004, EM-M10014 & EMFLX-M10014 | $25.00 | $12.50 | 50.00% |
| EM6A-05RP | Base Coil for UHF models EM-M10003, EMFLX-M10003, EM-M10007 & EMFLX-M100007 | $25.00 | $12.50 | 50.00% |
| EM6A-06RP | Base Coil for UHF models EM & EMFLX-M10003-GPI's, EM & EMFLX-M10007 GPI's | $30.00 | $15.00 | 50.00% |
| EM6A-07RP | Base Coil for VHF models EM & EMFLX-M10004-GPI's, EM & EMFLX-M10014-GPI's | $32.50 | $16.25 | 50.00% |
| EM6A-11RP | Base Coil for VHF model EMFLX-M10008-WB, 144-174 MHz | $56.00 | $28.00 | 50.00% |
| EM9-02RP | Base O-Rings - (25 pack) fits all EM6A type bases | $25.00 | $12.50 | 50.00% |
| EM9-11RP | Gasket/Dust Pad for NMO/GPS Combination Mount Models | $10.00 | $5.00 | 50.00% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


**Vendor (AD)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | Sierra Wireless | Wireless Mobility Systems | N/A | Current Catalog | Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories | 5% |
| 2. | Sierra Wireless | Wireless Mobility Systems | N/A | Current Catalog | Sierra Wireless LTE/FirstNet/WiFi Router/Gateway Antennas | 10% |
| 3. | Sierra Wireless | Wireless Mobility Systems | N/A | Current Catalog | Sierra Wireless Software and Services | 0% |
| 4. | Cradlepoint | Wireless Mobility Systems | N/A | Current Catalog | Cradlepoint LTE/FirstNet/WiFi Router/Gateway Hardware and Hardware Accessories | 5% |
| 5. | Cradlepoint | Wireless Mobility Systems | N/A | Current Catalog | Cradlepoint Software and Services | 0% |
| 6. | Peplink | Wireless Mobility Systems | N/A | Current Catalog | Peplink Router LTE/FirstNet/WiFi Gateway Hardware and Hardware Accessories | 5% |
| 7. | Peplink | Wireless Mobility Systems | N/A | Current Catalog | Peplink Software and Services | 0% |
| 8. | Panasonic | Wireless Mobility Systems | N/A | Current Catalog | LTE/FirstNet/WiFi Rugged Tablets, Laptops, Cameras and Handheld Computers | 10% |
| 9. | Panasonic | Wireless Mobility Systems | N/A | Current Catalog | Accessories for LTE/FirstNet/WiFi Rugged Tablets, Laptops, and Handheld Computers | 10% |
| 10. | Panasonic | Wireless Mobility Systems | N/A | Current Catalog | Warranties, Software and Services | 0% |
| 11. | Nextivity | Wireless Mobility Systems | N/A | Current Catalog | Cel-Fi Cellular/4G/LTE/FirstNet/WiFi Smart Signal Boosters & Accessories | 5% |
| 12. | L-TRON | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Accessory | 10% |
| 13. | Leonardo/ELSAG | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Hardware and Accessories | 10% |
| 14. | Other | Wireless Mobility Systems | N/A | Others not listed | Other LMR Radio/LTE Accessories. | 5% |
| 15. | Brother | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Printer, Mounts and Accessories | 5% |
| 16. | Gamber Johnson | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Mounts, Docks, and Accessories | 30% |
| 17. | Havis | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Mounts, Docks, and Accessories | 20% |
| 18. | Airgain | Wireless Mobility Systems | N/A | Current Catalog | Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories | 10% |
| 19. | Panorama | Wireless Mobility Systems | N/A | Current Catalog | Airgain LMR/4G/LTE/5G/WiFi/GPS Antennas and Accessories | 10% |
| 20. | Weboost | Wireless Mobility Systems | N/A | Current Catalog | Cellular//4G/LTE/FirstNet/5G/WiFi Signal Boosters & Accessories | 5% |
| 21. | Startech.com | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Cable Accessories | 15% |
| 22. | Belkin | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Cable Accessories | 10% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division

**Vendor (AD)**

ITB Statewide Price Agreement #: 10-00000-20-00048



| | | | | | | |
|---|---|---|---|---|---|---|
| 23. | LEM Solutions | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Mounts and Accessories | 5% |
| 24. | AXON | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Mounts and Accessories | 5% |
| 25. | Lind Electronics | LMR Accessories | N/A | Current Catalog | LMR/LTE/WiFi Power Accessories | 5% |
| 26. | | | | | | |
| 27. | | | | | | |
| 28. | | | | | | |
| 29. | | | | | | |
| 30. | | | | | | |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915

Vendor (AE)

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | Motorola | Radio Pts./Acces. | | Parts/Access | 2-Way Radio/Parts/Access | 26 |
| 2. | Jessco | Communic. | | Access. | Wireless Comms. Products | 5 |
| 3. | PCTel | Radio Access | | Antennas | Mobile/Base/Port. Antennas | 5 |
| 4. | Harris/GE | Radio Parts | | Radio Pts./Acces | Parts 2-Way radios | 3 |
| 5. | Patrol PC | Comms. | | MDT | Mobile Data Systems | 3 |
| 6. | Allied Comm. | Parts | | Components | Parts & Access. | 3 |
| 7. | Digikey | Parts | | Components | IC, Resistor, Cap., Xistor | 3 |
| 8. | Midland Radio | Radio Equip | | 2-Way Radio | 2-Way radios/Access. | 3 |
| 9. | Alcatel | Radio Equip | | Microwave | MW Radios/Access. | 5 |
| 10. | NWK. Elect. | Parts | | Components | IC/Resistors/Caps/Xistor | 3 |
| 11. | Icom | Radio Equip | | 2-Way Radio | 2-Way radios & Access. | 11 |
| 12. | Eltek | Radio Equip | | Rectifier | Inverters/Converters | 5 |
| 13. | Proxim | Radio Equip | | Wireless LAN | Wireless Equip/Access | 5 |
| 14. | Infosat | Radio Equip | | Comms. | Remote Comm. Satellite | 5 |
| 15. | CommScope/Andrew | Comms. | | Cable | Cable/Connectors | 5 |
| 16. | Tait | Radio Equip | | 2-Way radios | Radio Access/Parts | 5 |
| 17. | Raitronics | Comms. | | Consoles | Base Int. Consoles | 3 |
| 18. | Getac | Comms. | | MDT | Mob. Data Systems | 1 |
| 19. | Panasonic | Comms. | | CCTV | Cameras/Monitors/Recorders | 1 |
| 20. | Rohn Prod. | | | Towers | Towers/Poles | 3 |
| 21. | Surecall | | | Cellular | Cell. Repeater/Amplifier | 3 |
| 22. | GPS Netwk. | | | GPS Repeater | GPS Repeater/amplif. | 3 |
| 23. | Microhard Sys. | | | Ethernet Radio | Ethernet radios/modems | 3 |
| 24. | Bird Elect. | | | Test Equip. | Wattmeters/Elements | 3 |
| 25. | Belden | | | Cable | Cable/Connectors | 1 |
| 26. | Klein Tools | Tools | | Hand Tools | Shop Tools | 3 |
| 27. | Amphenol | Parts | | Connectors | PL259, BNC, TNC, Mini-UHF | 3 |
| 28. | RFS/Celwave | Comms. | | Antenna | Ant. cable, site equip. | 3 |
| 29. | Times MW | Comms. | | Cable | Cable/Connectors | 3 |
| 30. | EMR Corp. | Radio Equip. | | Site Equip. | Combiner/multicoupler | 3 |

HOLZBERG COMMUNICATIONS, INC
P.O. BOX 322
TOTOWA, NJ 07511

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


**Vendor (AE)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 31. | Fluke | Comms. | | Test Equip. | Test meters | 3 |
| 32. | GE/MDS | Radio Equip. | | MW Radio | MW Data Systems | 3 |
| 33. | Laird | Accdst. | | Antennas | Mobile Base Portable | 5 |
| 34. | Sony | Comms. | | Cameras | CCTV Cameras/Monitors | 3 |
| 35. | Pace | Tools | | Solder/Desolder | Solder Guns Tips | 3 |
| 36. | Polyphaser | Access. | | Lightning Arrest | Lightning Protection | 5 |
| 37. | RAD | Comms. | | Telecom | Telecom Access. Soln. | 3 |
| 38. | Raytheon/JPS | Comms. | | Hardware | Interoperability & ROIP | 3 |
| 39. | RF Indust. | Parts | | Connectors | PL259, N, TNC, Mini UHF | 5 |
| 40. | Astron | Radio Equip | | Pwr. Supply | Pwr. Supply Conv. Inverter | 3 |
| 41. | Sierra Wireless | Comms. | | Modems | Modems | 3 |
| 42. | Sti-Co | Comms. | | Antennas | Disguise Antennas | 3 |
| 43. | Telewave | Radio Equip | | Antennas | Ant, combiners, filters | 3 |
| 44. | Tripplite | Comms. | | Pwr. Supply | Pwr. Sup, Converter, Inverter | 3 |
| 45. | Weller | Radio Equip | | Solder | Solder/desolder, ext. | 3 |
| 46. | Xcelite | Tools | | Hand Tools | Shop Tools | 3 |
| 47. | Fed. Signal | Comms. | | Light Bars | Light Bar Assy. / Sirens | 3 |
| 48. | Whelen | ↓ | | Light Bars | Light Bar Assy. / Sirens | 3 |
| 49. | Garmin | ↓ | | GPS | GPS Receivers/Mapping | 3 |
| 50. | Kind Elect. | Access. | | Adapters | DC-DC Adapters | 1 |
| 51. | Spectracom | Comms. | | Net Clock | Timing Solns. | 1 |
| 52. | Otto | Access. | | Spkr. Mic | Spkr. Mic, Surveillance | 5 |
| 53. | Power Products | Access. | | Batteries | Batteries, Chargers | 5 |
| 54. | TX/RX Syst. | Radio Equip | | Combiners | Combiners/Multicouplers/Filt. | 3 |
| 55. | Panavise | Access. | | Mounts | Pedestals/Mounts Hdwr. | 1 |
| 56. | Larsen Ant. | Radio Equip | | Antennas | Mob. Port., Base Ant. | 5 |
| 57. | RAM Mounts | Access. | | Mounts | Pedestal Mounts, hdwr. | 1 |
| 58. | Plantronics | ↓ | | Headsets | Headsets, Surv. Kits | 3 |
| 59. | D. Clark | ↓ | | Headsets | Rub. Safety Headsets | 1 |
| 60. | Holzberg | Radio Equip | | 2-Way Radios | Radios, Antennas, Misc | 5 |

HOLZBERG COMMUNICATIONS, INC
P.O. BOX 322
TOTOWA, NJ 07511
1-800-[illegible]

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



**Vendor (AF)**

**BID PRICING RESPONSE FORM**

**I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)**

*Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.

| No. | Manufacturer | Product Category | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 1 | Icom | A, B | Landmobile | F1000 RC | F1000 RC | 136-174MHz,16 CH, no display, analog portable with rapid charger | -30% |
| 2 | Icom | A, B | Landmobile | F1000S RC | F1000S RC | 136-174MHz, 128 CH, LCD, 4-key analog portable with rapid charger | -30% |
| 3 | Icom | A, B | Landmobile | F1000T RC | F1000T RC | 136-174MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger | -30% |
| 4 | Icom | A, B | Landmobile | F1100D | F1100D | 136-174MHz IDAS portable with 16 channels and no display with rapid charger | -30% |
| 5 | Icom | A, B | Landmobile | F1100DS | F1100DS | 136-174MHz IDAS portable with 128 channels, display and limited keypad | -30% |
| 6 | Icom | A, B | Landmobile | F1100DT | F1100DT | 136-174MHz IDAS portable with 128 channels, display and full DTMF keypad | -30% |
| 7 | Icom | A, B | Landmobile | F2000H RC | F2000H RC | 450-512MHz, 16 CH, no display, analog portable with rapid charger | -30% |
| 8 | Icom | A, B | Landmobile | F2000L RC | F2000L RC | 400-470MHz, 16 CH, no display, analog portable with rapid charger | -30% |
| 9 | Icom | A, B | Landmobile | F2000SH RC | F2000SH RC | 450-512MHz, 128 CH, LCD, 4-key analog portable with rapid charger | -30% |
| 10 | Icom | A, B | Landmobile | F2000SL RC | F2000SL RC | 400-470MHz, 128 CH, LCD, 4-key analog portable with rapid charger | -30% |
| 11 | Icom | A, B | Landmobile | F2000TH RC | F2000TH RC | 450-512MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger | -30% |
| 12 | Icom | A, B | Landmobile | F2000TL RC | F2000TL RC | 400-470MHz, 128CH, LCD, full DTMF keypad analog portable with rapid charger | -30% |
| 13 | Icom | A, B | Landmobile | F2100DH RC | F2100DH RC | 450-512MHz IDAS portable with 16 channels and no display | -30% |
| 14 | Icom | A, B | Landmobile | F2100DL RC | F2100DL RC | 400-470MHz IDAS portable (5W) with 16 channels + rapid charger and no display | -30% |
| 15 | Icom | A, B | Landmobile | F2100DS 26 | F2100DS 26 | 450-512MHz IDAS portable with 128 channels, display and limited keypad | -30% |
| 16 | Icom | A, B | Landmobile | F2100DSL RC | F2100DSL RC | 400-470MHz IDAS portable with 128 channels, display, limited keypad and rapid charger | -30% |
| 17 | Icom | A, B | Landmobile | F2100DT 31 | F2100DT 31 | 400-470MHz IDAS portable with 128 channels, LCD, full DTMF keypad | -30% |
| 18 | Icom | A, B | Landmobile | F2100DT 36 | F2100DT 36 | 450-512MHz IDAS portable with 128 channels, LCD, full DTMF keypad | -30% |
| 19 | Icom | A, B | Landmobile | F2821D 23 | F2821D 23 | 400-470MHz analog mobile, upgradeable to P25 | -30% |
| 20 | Icom | A, B | Landmobile | F3001 03 RC | F3001 03 RC | 136-174MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193) | -30% |
| 21 | Icom | A, B | Landmobile | F3161S 56 | F3161S 56 | 136-174MHz analog only radio, no DTMF keypad | -30% |
| 22 | Icom | A, B | Landmobile | F3201DEX 14 | F3201DEX 14 | 136-174MHz ATEX intrinsically safe IDAS portable | -30% |
| 23 | Icom | A, B | Landmobile | F3210D 01 | F3210D 01 | 136-174MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193) | -30% |
| 24 | Icom | A, B | Landmobile | F3230DS 13 | F3230DS 13 | 136-174MHz IDAS 128 channel MultiTrunk portable with display. Charger (BC-160) included. | -30% |
| 25 | Icom | A, B | Landmobile | F3261DT 35 RR | F3261DT 35 RR | Railroad specific version: 136-174MHz 512 channel, IDAS waterproof portable radio with a DTMF keypad and GPS. Special railroad firmware installed. | -30% |
| 26 | Icom | A, B | Landmobile | F3261DT NI | F3261DT NI | 136-174MHz nonincendive rated waterproof IDAS radio, full DTMF keypad | -30% |
| 27 | Icom | A, B | Landmobile | F3360DS 11 | F3360DS 11 | 136-174MHz waterproof IDAS radio with GPS, 512CH, 4-key | -30% |
| 28 | Icom | A, B | Landmobile | F3400D 21 | F3400D 21 | 136-174MHz IDAS portable with 32 channels and no display. Purchase antenna and charger separately. | -30% |
| 29 | Icom | A, B | Landmobile | F3400DS 11 | F3400DS 11 | 136-174MHz IDAS portable with 1024 channels and a color display. Purchase antenna and charger separately. | -30% |
| 30 | Icom | A, B | Landmobile | F3400DT 01 | F3400DT 01 | 136-174MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger | -30% |
| 31 | Icom | A, B | Landmobile | F4001 03 RC | F4001 03 RC | 400-470MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193) | -30% |
| 32 | Icom | A, B | Landmobile | F4001 43 RC | F4001 43 RC | 450-512MHz radio with 1900mAh Li-ion battery & rapid charger (BC-193) | -30% |
| 33 | Icom | A, B | Landmobile | F4210D 01 | F4210D 01 | 400-470MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193) | -30% |
| 34 | Icom | A, B | Landmobile | F4210D 21 | F4210D 21 | 450-512MHz IDAS 16 channel MultiTrunk portable with rapid charger (BC193) | -30% |
| 35 | Icom | A, B | Landmobile | F4230DS 13 | F4230DS 13 | 400-470MHz IDAS 128 channel MultiTrunk portable with display. Charger (BC-160) included. | -30% |
| 36 | Icom | A, B | Landmobile | F4230DS 32 | F4230DS 32 | 450-512MHz IDAS 128 channel MultiTrunk portable with display. Charger (BC-160) included. | -30% |
| 37 | Icom | A, B | Landmobile | F4261DS 65 | F4261DS 65 | 400-470MHz waterproof IDAS radio with GPS, no DTMF keypad | -30% |
| 38 | Icom | A, B | Landmobile | F4261DS 90 | F4261DS 90 | 450-512MHz waterproof IDAS radio with GPS, no DTMF keypad | -30% |
| 39 | Icom | A, B | Landmobile | F4261DT 55 | F4261DT 55 | 400-470MHz waterproof IDAS radio with GPS, full DTMF keypad | -30% |
| 40 | Icom | A, B | Landmobile | F4261DT 85 | F4261DT 85 | 450-512MHz waterproof IDAS radio with GPS, full DTMF keypad | -30% |
| 41 | Icom | A, B | Landmobile | F4261DT NI-1 | F4261DT NI-1 | 400-470MHz nonincendive rated waterproof IDAS radio, full DTMF keypad | -30% |
| 42 | Icom | A, B | Landmobile | F4261DT NI-2 | F4261DT NI-2 | 450-512MHz nonincendive rated waterproof IDAS radio, full DTMF keypad | -30% |
| 43 | Icom | A, B | Landmobile | F4360DS 12 | F4360DS 12 | 400-470MHz waterproof IDAS radio with GPS, 512CH, 4-key | -30% |
| 44 | Icom | A, B | Landmobile | F4400DS 11 | F4400DS 11 | 380-470MHz IDAS portable with 1024 channels, and a color display. Purchase antenna and charger separately. | -30% |
| 45 | Icom | A, B | Landmobile | F4400DS 41 | F4400DS 41 | 450-512MHz IDAS portable with 1024 channels and a color display. Purchase antenna and charger separately. | -30% |
| 46 | Icom | A, B | Landmobile | F4400DT 01 | F4400DT 01 | 380-470MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger | -30% |
| 47 | Icom | A, B | Landmobile | F4400DT 31 | F4400DT 31 | 450-512MHz IDAS portable with 1024 channels, a color display, and full DTMF keypad. Purchase antenna and charger | -30% |
| 48 | Icom | A, B | Landmobile | F5011 51 | F5011 51 | 136-174MHz mobile | -30% |
| 49 | Icom | A, B | Landmobile | F5021 51 | F5021 51 | 136-174MHz mobile | -30% |
| 50 | Icom | A, B | Landmobile | F5061 | F5061 | 136-174MHz analog mobile | -30% |
| 51 | Icom | A, B | Landmobile | F5061D | F5061D | 136-174MHz IDAS mobile | -30% |
| 52 | Icom | A, B | Landmobile | F5061D RR | F5061D RR | 136-174MHz IDAS radio, RR firmware installed, HM-148T included | -30% |
| 53 | Icom | A, B | Landmobile | F5121D | F5121D | 136-174MHz IDAS mobile | -30% |
| 54 | Icom | A, B | Landmobile | F5122DD 12 | F5122DD 12 | 136-174MHz, 9.6k/4.8kbps, 25W, RS232 + ethernet | -30% |
| 55 | Icom | A, B | Landmobile | F5220D | F5220D | 136-174MHz IDAS mobile | -30% |
| 56 | Icom | A, B | Landmobile | F52D | F52D | 136-174MHz compact, IDAS, waterproof portable with 512 channels. Purchase antenna and charger separately. | -30% |
| 57 | Icom | A, B | Landmobile | F52DUL | F52DUL | 136-174MHz intrinsically safe, IDAS waterproof portable with 512 channels. Purchase antenna and charger separately. | -30% |
| 58 | Icom | A, B | Landmobile | F5360D 01 | F5360D 01 | 136-174MHz, 50W, GPS, 512CH, type-C trunking | -30% |
| 59 | Icom | A, B | Landmobile | F5400D 01 | F5400D 01 | 136-174MHz IDAS mobile with color display | -30% |
| 60 | Icom | A, B | Landmobile | F5400DS 11 | F5400DS 11 | 136-174MHz IDAS mobile with numerical display | -30% |
| 61 | Icom | A, B | Landmobile | F6011 51 | F6011 51 | 400-470MHz mobile | -30% |
| 62 | Icom | A, B | Landmobile | F6011 52 | F6011 52 | 450-512MHz mobile | -30% |
| 63 | Icom | A, B | Landmobile | F6021 51 | F6021 51 | 400-470MHz mobile | -30% |
| 64 | Icom | A, B | Landmobile | F6021 52 | F6021 52 | 450-512MHz mobile | -30% |
| 65 | Icom | A, B | Landmobile | F6061D 61 | F6061D 61 | 400-470MHz IDAS mobile | -30% |
| 66 | Icom | A, B | Landmobile | F6061D 66 | F6061D 66 | 450-512MHz IDAS mobile | -30% |
| 67 | Icom | A, B | Landmobile | F6121D 67 | F6121D 67 | 400-470MHz IDAS mobile | -30% |
| 68 | Icom | A, B | Landmobile | F6121D 68 | F6121D 68 | 450-512MHz IDAS mobile | -30% |
| 69 | Icom | A, B | Landmobile | F6122DD 12 | F6122DD 12 | 400-470MHz, 9.6k/4.8kbps, 25W, RS232 + ethernet | -30% |
| 70 | Icom | A, B | Landmobile | F6220D 11 | F6220D 11 | 400-470MHz IDAS mobile | -30% |
| 71 | Icom | A, B | Landmobile | F6220D 22 | F6220D 22 | 450-512MHz IDAS mobile | -30% |
| 72 | Icom | A, B | Landmobile | F62D 11 | F62D 11 | 400-470MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately. | -30% |
| 73 | Icom | A, B | Landmobile | F62D 21 | F62D 21 | 450-512MHz compact IDAS waterproof portable with 512 channels. Purchase antenna and charger separately. | -30% |
| 74 | Icom | A, B | Landmobile | F62DUL 11 | F62DUL 11 | 400-470MHz intrinsically safe, compact IDAS waterproof portable with 512 channels. Purchase antenna and charger | -30% |
| 75 | Icom | A, B | Landmobile | F62DUL 21 | F62DUL 21 | 450-512MHz intrinsically safe, compact IDAS waterproof portable with 512 channels. Purchase antenna and charger | -30% |
| 76 | Icom | A, B | Landmobile | F6360D 01 | F6360D 01 | 400-470MHz, 45W, GPS, 512CH, type-C trunking | -30% |
| 77 | Icom | A, B | Landmobile | F6400D 01 | F6400D 01 | 380-470MHz IDAS mobile with color display | -30% |
| 78 | Icom | A, B | Landmobile | F6400D 21 | F6400D 21 | 450-512MHz IDAS mobile with color display | -30% |
| 79 | Icom | A, B | Landmobile | F6400DS 11 | F6400DS 11 | 380-470MHz IDAS mobile with numeric display | -30% |
| 80 | Icom | A, B | Landmobile | F7010S | F7010S | 136-174MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately. | -30% |
| 81 | Icom | A, B | Landmobile | F7010T | F7010T | 136-174MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately. | -30% |
| 82 | Icom | A, B | Landmobile | F7020S 11 | F7020S 11 | 380-470MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately. | -30% |
| 83 | Icom | A, B | Landmobile | F7020S 31 | F7020S 31 | 450-512MHz P25 conventional portable without a full keypad. Purchase antenna and charger separately. | -30% |
| 84 | Icom | A, B | Landmobile | F7020T 21 | F7020T 21 | 380-470MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately. | -30% |
| 85 | Icom | A, B | Landmobile | F7020T 41 | F7020T 41 | 450-512MHz P25 conventional portable with full DTMF keypad. Purchase antenna and charger separately. | -30% |
| 86 | Icom | A, B | Landmobile | F7040S | F7040S | 7/800MHz P25 conventional portable with partial keypad. | -30% |
| 87 | Icom | A, B | Landmobile | F7040T | F7040T | 7/800MHz P25 conventional portable with full DTMF keypad. | -30% |
| 88 | Icom | A, B | Landmobile | F7510 | F7510 | 136-174MHz P25 conventional mobile with color display | -30% |
| 89 | Icom | A, B | Landmobile | F7520 11 | F7520 11 | 380-470MHz P25 conventional mobile with color display | -30% |
| 90 | Icom | A, B | Landmobile | F7520 21 | F7520 21 | 450-512MHz P25 conventional mobile with color display | -30% |
| 91 | Icom | A, B | Landmobile | F7540 | F7540 | 700/800MHz P25 conventional mobile with color display | -30% |
| 92 | Icom | A, B | Landmobile | F80DS 31 | F80DS 31 | 380-450MHz P25 radio with FIPS AES installed, no DTMF keypad | -30% |
| 93 | Icom | A, B | Landmobile | F8101 33 | F8101 33 | HF 125W transceiver with ALE (automatic link establishment) | -30% |
| 94 | Icom | A, B | Landmobile | F9011B 01 | F9011B 01 | 136-174MHz P25 conventional portable, 6W, 512 CH, basic model, no display or keypad | -30% |
| 95 | Icom | A, B | Landmobile | F9011B 21 | F9011B 21 | 136-174MHz P25 Conventional portable, 6W, 512 CH, basic model, no display or keypad | -30% |
| 96 | Icom | A, B | Landmobile | F9011S 25 | F9011S 25 | 136-174MHz P25 Conventional portable, 6W, 512 CH, display, simple keypad | -30% |
| 97 | Icom | A, B | Landmobile | F9011T 30 | F9011T 30 | 136-174MHz P25 Conventional portable, 6W, 512 CH, display, full DTMF keypad | -30% |
| 98 | Icom | A, B | Landmobile | F9021B 82 | F9021B 82 | 450-512MHz P25 Conventional portable, 5W, 512 CH, basic model, no display or keypad | -30% |
| 99 | Icom | A, B | Landmobile | F9021B 91 | F9021B 91 | 380-470MHz P25 Conventional portable, 5W, 512 CH, basic model, no display or keypad | -30% |
| 100 | Icom | A, B | Landmobile | F9021S 85 | F9021S 85 | 450-512MHz P25 Conventional, 5W, 512 CH, display, simple keypad | -30% |
| 101 | Icom | A, B | Landmobile | F9021S 95 | F9021S 95 | 380-470MHz P25 Conventional portable, 5W, 512 CH, display, simple keypad | -30% |
| 102 | Icom | A, B | Landmobile | F9021T 30 | F9021T 30 | 450-512MHz P25 Trunking portable, 5W, 512 CH, display, full DTMF keypad | -30% |
| 103 | Icom | A, B | Landmobile | F9511HT 21 | F9511HT 21 | 136-174MHz 110W P25 Conventional mobile with full keypad. No external speaker included - must be ordered separately | -30% |
| 104 | Icom | A, B | Landmobile | F9511S 01 | F9511S 01 | 136-174MHz P25 conventional 50W mobile | -30% |
| 105 | Icom | A, B | Landmobile | F9511T 25 | F9511T 25 | 136-174MHz P25 Conventional 50W mobile with keypad | -30% |
| 106 | Icom | A, B | Landmobile | F9521S 41 | F9521S 41 | 400-470MHz 45W P25 Conventional mobile, no keypad | -30% |
| 107 | Icom | A, B | Landmobile | F9521T 25 | F9521T 25 | 400-470MHz mobile with full keypad | -30% |
| 108 | Icom | A, B | Landmobile | F9521T 45 | F9521T 45 | 400-470MHz P25 Conventional 45W mobile, full keypad | -30% |
| 109 | Icom | A, B | Landmobile - Systems | CY5000 | CY5000 | 136-174MHz IDAS analog/digital repeater with power supply | -30% |
| 110 | Icom | A, B | Landmobile - Systems | CY6001 | CY6001 | 400-470MHz IDAS analog/digital repeater with power supply | -30% |
| 111 | Icom | A, B | Landmobile - Systems | CY6002 | CY6002 | 450-512MHz IDAS analog/digital repeater with power supply | -30% |
| 112 | Icom | A, B | Landmobile - Systems | FR5000 01 2CH KIT | FR5000 01 2CH KIT | 136-174MHz 2 channel conventional system (2 repeaters, 2 external power supplies) | -30% |
| 113 | Icom | A, B | Landmobile - Systems | FR5000 01 UR KIT | FR5000 01 UR KIT | 136-174MHz, 2 channel analog/digital repeater (FR5000 + URFR5000 installed) | -30% |
| 114 | Icom | A, B | Landmobile - Systems | FR5000 14 | FR5000 14 | 136-174MHz analog/digital IDAS repeater (power supply not included) | -30% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| No. | Manufacturer | Product Category | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 115 | Icom | A, B | Landmobile - Systems | FR5200H 51 | FR5200H 51 | 136-174MHz 50W analog, IDAS repeater 100% duty cycle | -30% |
| 116 | Icom | A, B | Landmobile - Systems | FR5300 | FR5300 | 136-174 MHz analog/digital, 50W, IDAS Simulcast repeater | -30% |
| 117 | Icom | A, B | Landmobile - Systems | FR6000 01 2CH KIT | FR6000 01 2CH KIT | 400-470MHz 2 channel conventional system (2 repeaters, 2 external power supplies) | -30% |
| 118 | Icom | A, B | Landmobile - Systems | FR6000 01 UR KIT | FR6000 01 UR KIT | 400-470MHz, 2 channel analog/digital repeater (FR6000+URFR6000 installed) | -30% |
| 119 | Icom | A, B | Landmobile - Systems | FR6000 14 | FR6000 14 | 400-470MHz analog/digital IDAS repeater (power supply not included) | -30% |
| 120 | Icom | A, B | Landmobile - Systems | FR6000 19 | FR6000 19 | 450-512MHz analog/digital IDAS repeater (power supply not included) | -30% |
| 121 | Icom | A, B | Landmobile - Systems | FR6200H 51 | FR6200H 51 | 400-470MHz 50W analog, IDAS repeater 100% duty cycle | -30% |
| 122 | Icom | A, B | Landmobile - Systems | FR6200H 61 | FR6200H 61 | 450-512MHz 50W analog, IDAS repeater 100% duty cycle | -30% |
| 123 | Icom | A, B | Landmobile - Systems | FR6300H | FR6300H | 450-512MHz analog/digital, 50W, IDAS repeater | -30% |
| 124 | Icom | A, B | Landmobile - Systems | FR6300L | FR6300L | 400-470MHz analog/digital, 50W, IDAS repeater | -30% |
| 125 | Icom | A, B | Landmobile - Systems | FR9010 11 | FR9010 11 | 146-174MHz 110W P25 repeater | -30% |
| 126 | Icom | A, B | Landmobile - Systems | FR9020 11 | FR9020 11 | 440-475MHz 100W P25 repeater | -30% |
| 127 | Icom | A, B | Landmobile - Systems | IAS X-BAND 50 | IAS X-BAND 50 | VHF FM & UHF FM cross band repeater | -30% |
| 128 | Icom | A, B | Landmobile - Systems | IAS X-BAND 50 AIR U | IAS X-BAND 50 AIR U | Airband AM & UHF FM cross band repeater | -30% |
| 129 | Icom | A, B | Landmobile - Systems | IAS X-BAND 50 AIR V | IAS X-BAND 50 AIR V | Airband AM & VHF FM cross band repeater | -30% |
| 130 | Icom | A, B | Landmobile - Systems | IAS X-BAND 50 UU | IAS X-BAND 50 UU | UHF FM & UHF FM cross band repeater | -30% |
| 131 | Icom | A, B | Landmobile - Systems | IAS X-BAND 50 VV | IAS X-BAND 50 VV | VHF FM & VHF FM cross band repeater | -30% |
| 132 | Icom-RF Technology | A, B | Landmobile - Systems | RFT 136-174 | RFT 136-174 | 100W analog 136-174MHz repeater with a power supply (P25 upgradeable) | -30% |
| 133 | Icom-RF Technology | A, B | Landmobile - Systems | RFT 440-490 | RFT 440-490 | 100W analog 440-490MHz repeater with a power supply (P25 upgradeable) | -30% |
| 134 | Icom-RF Technology | A, B | Landmobile - Systems | RFT P25 136-174 | RFT P25 136-174 | 2-120W P25/analog 136-174MHz repeater with a power supply | -30% |
| 135 | Icom-RF Technology | A, B | Landmobile - Systems | RFT P25 400-430 | RFT P25 400-430 | 100W P25/analog 400-430MHz repeater with a power supply | -30% |
| 136 | Icom-RF Technology | A, B | Landmobile - Systems | RFT P25 485-520 | RFT P25 485-520 | 100W P25/analog 485-520MHz repeater with a power supply | -30% |
| 137 | Icom | A, B | Landmobile - Systems | URFR5000 63 | URFR5000 63 | 136-174MHz analog/digital repeater channel module | -30% |
| 138 | Icom | A, B | Landmobile - Systems | URFR5300 | URFR5300 | 136-174MHz analog/digital IDAS repeater channel module | -30% |
| 139 | Icom | A, B | Landmobile - Systems | URFR6000 63 | URFR6000 63 | 400-470MHz repeater module | -30% |
| 140 | Icom | A, B | Landmobile - Systems | URFR6300H | URFR6300H | 450-512MHz Repeater module | -30% |
| 141 | Icom | A, B | Landmobile - Systems | URFR6300L | URFR6300L | 400-470MHz Repeater module | -30% |
| 142 | Icom | A, B, C | Network | IP1000C 100 | IP1000C 100 | Manages up to 100 radios in a network | -25% |
| 143 | Icom | A, B, C | Network | IP100FS | IP100FS | IP based PC-dispatcher | -25% |
| 144 | Icom | A, B, C | Network | IP100H | IP100H | IP license-free radio for wireless networks | -25% |
| 145 | Icom | A, B, C | Network | IP501H | IP501H | Portable LTE radio with SIM card installed. Monthly airtime fee will apply with activated SIM. | -25% |
| 146 | Icom | A, B, C | Network | IP501M | IP501M | Mobile LTE radio with SIM card installed. Monthly airtime fee will apply with activated SIM. | -25% |
| 147 | Icom | A, B, C | Network | SAT100 | SAT100 | Satellite PTT radio using the Iridium satellite network | -25% |
| 148 | Icom | A, B, C | Network | SAT100M | SAT100M | Mobile satellite PTT radio with a multi-functional speaker microphone and antenna unit | -25% |
| 149 | Icom | A, B, C | Network | VEPG4 | VEPG4 | RoIP gateway that bridges land mobile radio systems. Deactivated SIM included. Airtime fees apply when SIM activated. | -25% |
| 150 | Icom | B | Amateur | 7610 | 7610 | 100W HF/50MHz amateur radio base station | -15% |
| 151 | Icom | B | Amateur | 2300H 05 | 2300H 05 | 65W, 2m (144-148MHz) mobile | -15% |
| 152 | Icom | B | Amateur | 2730A 05 | 2730A 05 | VHF/UHF dual band transceiver | -15% |
| 153 | Icom | B | Amateur | 7100 02 | 7100 02 | HF/6m/2m/70cm mobile transceiver | -15% |
| 154 | Icom | B | Amateur | 718 62 | 718 62 | 100W HF transceiver with AF DSP | -15% |
| 155 | Icom | B | Amateur | 7300 02 | 7300 02 | HF/6m transceiver with an IF-DSP and internal ATU | -15% |
| 156 | Icom | B | Amateur | 7700 12 | 7700 12 | 200W HF + 6m transceiver with single receiver | -15% |
| 157 | Icom | B | Amateur | 7851 02 | 7851 02 | 200W HF + 6m transceiver with 2 independent receivers, internal power supply and antenna tuner (ATU) | -15% |
| 158 | Icom | B | Amateur | 9700 12 | 9700 12 | VHF/UHF transceiver | -15% |
| 159 | Icom | B | Amateur | ID4100A | ID4100A | VHF/UHF dual band D-STAR mobile | -15% |
| 160 | Icom | B | Amateur | ID5100A DELUXE | ID5100A DELUXE | Dual band, 2m/70cm (144-148/420-450MHz), D-Star mobile radio with MB-A2 remote mounting bracket included | -15% |
| 161 | Icom | B | Amateur | R30 16 | R30 16 | Blocked receiver handheld w/dual receive & dual band recording | -15% |
| 162 | Icom | B | Amateur | R6 SPORT | R6 SPORT | Scanning receiver. Blocked version for consumer purchase. No supplied battery or charger. Requires 2 AA batteries. | -15% |
| 163 | Icom | B | Amateur | R6E | R6E | Unblocked receiver for Federal/Export Only. No supplied battery or charger. Requires 2 AA batteries. | -15% |
| 164 | Icom | B | Amateur | R8600 02 | R8600 02 | Blocked super wideband 10 kHz to 3 GHz communication receiver | -15% |
| 165 | Icom | B | Amateur | R9500 02 | R9500 02 | Blocked version for consumer purchase | -15% |
| 166 | Icom | B | Amateur | V86 12 | V86 12 | 2m 7W VHF handheld | -15% |
| 167 | Icom | A, B | Avionics | A120 | A120 | Airband mobile with 200 channels with open VFO, 8.33/25kHz | -30% |
| 168 | Icom | A, B | Avionics | A120B | A120B | A120 with 120V power supply and cabinet for base station | -30% |
| 169 | Icom | A, B | Avionics | A16 | A16 | Communications only airband handheld with full DTMF keypad | -30% |
| 170 | Icom | A, B | Avionics | A16B | A16B | Communications only airband handheld with Bluetooth and full DTMF keypad | -30% |
| 171 | Icom | A, B | Avionics | A220 | A220 | Panel mount aviation radio | -30% |
| 172 | Icom | A, B | Avionics | A220B | A220B | Radio plus PS80 power supply for base station option (radio not installed into power supply) | -30% |
| 173 | Icom | A, B | Avionics | A220M | A220M | Radio with MB-53 for mobile mount | -30% |
| 174 | Icom | A, B | Avionics | A220T | A220T | TSO approved panel mount aviation radio | -30% |
| 175 | Icom | A, B | Avionics | A25C | A25C | Communications only aviation handheld 6W with li-ion battery and rapid charger | -30% |
| 176 | Icom | A, B | Avionics | A25C SPORT | A25C SPORT | Communications only aviation handheld 6W and AA battery pack | -30% |
| 177 | Icom | A, B | Avionics | A25N | A25N | Communications plus navigation aviation handheld 6W | -30% |
| 178 | Icom | A, B | Marine | GM1600 | GM1600 | GMDSS VHF handheld for survival crafts; radio plus BP-234 lithium battery | -30% |
| 179 | Icom | A, B | Marine | GM1600 21K | GM1600 21K | GMDSS VHF handheld for survival crafts; includes li-ion battery/charger plus the BP-234 battery. Surface shipping only. | -30% |
| 180 | Icom | A, B | Marine | GM600 | GM600 | VHF GMDSS fixed mount | -30% |
| 181 | Icom | A, B | Marine | M25 BLUE | M25 BLUE | 5W floating marine VHF handheld in marine blue | -30% |
| 182 | Icom | A, B | Marine | M25 GRAY | M25 GRAY | 5W floating marine VHF handheld in metallic gray | -30% |
| 183 | Icom | A, B | Marine | M25 WHITE | M25 WHITE | 5W floating marine VHF handheld in pearl white | -30% |
| 184 | Icom | A, B | Marine | M330 11 | M330 11 | Black marine compact VHF fixed mount | -30% |
| 185 | Icom | A, B | Marine | M330 21 | M330 21 | White marine compact VHF fixed mount | -30% |
| 186 | Icom | A, B | Marine | M330G 31 | M330G 31 | Black marine compact VHF fixed mount with built-in GPS receiver and supplied GPS antenna | -30% |
| 187 | Icom | A, B | Marine | M330G 41 | M330G 41 | Super white marine compact VHF fixed mount with built-in GPS receiver and supplied GPS antenna | -30% |
| 188 | Icom | A, B | Marine | M37 | M37 | 6W marine VHF floating handheld with battery, charger included | -30% |
| 189 | Icom | A, B | Marine | M400BB | M400BB | Black box marine VHF fixed mount with black Command Mic | -30% |
| 190 | Icom | A, B | Marine | M400BB SW | M400BB SW | Black box marine VHF fixed mount with white Command Mic | -30% |
| 191 | Icom | A, B | Marine | M424G 22 | M424G 22 | Super white fixed mount | -30% |
| 192 | Icom | A, B | Marine | M424G BLACK | M424G BLACK | Black fixed mount | -30% |
| 193 | Icom | A, B | Marine | M506 01 | M506 01 | Class D DSC marine VHF radio | -30% |
| 194 | Icom | A, B | Marine | M506 11 | M506 11 | Class D DSC marine VHF radio with NMEA2000 | -30% |
| 195 | Icom | A, B | Marine | M506 21 | M506 21 | Class D DSC marine VHF radio with NMEA2000 and AIS receiver | -30% |
| 196 | Icom | A, B | Marine | M506 31 | M506 31 | Class D DSC marine VHF radio with rear mic and NMEA2000 | -30% |
| 197 | Icom | A, B | Marine | M506 41 | M506 41 | Class D DSC marine VHF radio with rear mic, NMEA2000 and AIS receiver | -30% |
| 198 | Icom | A, B | Marine | M605 11 | M605 11 | VHF fixed mount with color display and rear mic connector | -30% |
| 199 | Icom | A, B | Marine | M605 21 | M605 21 | VHF fixed mount with AIS, color display, and rear mic connector | -30% |
| 200 | Icom | A, B | Marine | M73 | M73 | 6W IPX8 submersible handheld | -30% |
| 201 | Icom | A, B | Marine | M73 PLUS | M73 PLUS | 6W IPX8 submersible handheld with built-in active noise cancelling and voice recording | -30% |
| 202 | Icom | A, B | Marine | M803 | M803 | 150W advanced SSB with Class E DSC MF/HF certification | -30% |
| 203 | Icom | A, B | Marine | M85 | M85 | Marine VHF 5W handheld; 100 land mobile programmable channels (2W) | -30% |
| 204 | Icom | A, B | Marine | M85UL | M85UL | Intrinsically safe marine VHF 5W handheld with 100 LM programmable channels | -30% |
| 205 | Icom | A, B | Marine | M93D | M93D | 5 Watt VHF handheld with built-in GPS and Class D DSC | -30% |
| 206 | Icom | A, B | Marine | MA510TR | MA510TR | AIS transponder with GPS navigation function, and NMEA 2000 connectivity. | -30% |
| 207 | Icom | A, B | Marine | MR1010R2 | MR1010R2 | Marine radar, 4kW, color LCD | -30% |
| 208 | Icom | A, B or C | Accessories | 3310004800 | 3310004800 | IP100H antenna | -30% |
| 209 | Icom | A, B or C | Accessories | 3310005140 | 3310005140 | LTE Antenna | -30% |
| 210 | Icom | A, B or C | Accessories | A200 TRAY | A200 TRAY | Mounting tray for A200/A210/A220 | -30% |
| 211 | Icom | A, B or C | Accessories | AD100 | AD100 | Adapter cup to install in the BC119N or BC121N for the F50/60 & M88 radios | -30% |
| 212 | Icom | A, B or C | Accessories | AD101 | AD101 | Adapter cup for the BC119N or BC121N for the BP210N & BP211 batteries | -30% |
| 213 | Icom | A, B or C | Accessories | AD106 | AD106 | Adapter cup for the BC119N/BC121N for the radios with the BP232N/H battery | -30% |
| 214 | Icom | A, B or C | Accessories | AD109 | AD109 | Adapter cup fits the BC119N/BC121N and charges the BP224 (M90/GM1600) | -30% |
| 215 | Icom | A, B or C | Accessories | AD110 | AD110 | Adapter cup to install in the BC119N or BC121N for the BP253 or BP254 batteries | -30% |
| 216 | Icom | A, B or C | Accessories | AD118 | AD118 | 14-pin ACC adapter to use with Hirose plug accessories | -30% |
| 217 | Icom | A, B or C | Accessories | AD120 | AD120 | Adapter cup that fits into the BC197 02/03 for the BP264 NiMH battery | -30% |
| 218 | Icom | A, B or C | Accessories | AD121 | AD121 | Adapter cup that fits into the BC197 12/13 for the BP265 Li-ion battery | -30% |
| 219 | Icom | A, B or C | Accessories | AD122 | AD122 | Adapter cup that fits into the BC197 22/23 for the BP232N/H batteries | -30% |
| 220 | Icom | A, B or C | Accessories | AD123 02 | AD123 02 | Adapter cup for BC119N for M24 | -30% |
| 221 | Icom | A, B or C | Accessories | AD129 | AD129 | Adapter cup for BC197 gang charger for M73 | -30% |
| 222 | Icom | A, B or C | Accessories | AD130 | AD130 | Adapter cup that fits into the BC214 for the F1000/D series | -30% |
| 223 | Icom | A, B or C | Accessories | AD135 | AD135 | 3.5mm earphone jack adapter that plugs into a 14-pin connector | -30% |
| 224 | Icom | A, B or C | Accessories | AD55NS | AD55NS | 100-240V power supply for the R8600 with a US plug | -30% |
| 225 | Icom | A, B or C | Accessories | AD92SMA | AD92SMA | Antenna connector adapter to connect a BNC-type antenna | -30% |
| 226 | Icom | A, B or C | Accessories | AD94 11 | AD94 11 | Adapter cup for the BC119N or BC121N for the BP209N/BP210N batteries | -30% |
| 227 | Icom | A, B or C | Accessories | AD98FSC | AD98FSC | Antenna connector adapter for "J" to "BNC" conversion | -30% |
| 228 | Icom | A, B or C | Accessories | AH2B | AH2B | Antenna element/base | -30% |
| 229 | Icom | A, B or C | Accessories | AH4 | AH4 | Automatic antenna tuner (long wire/AH2B) | -30% |
| 230 | Icom | A, B or C | Accessories | AH40 | AH40 | Antenna (4.9ft) for in-vehicle and in-building use | -30% |
| 231 | Icom | A, B or C | Accessories | AH710 | AH710 | Folded dipole antenna with an SO-239 connector. Covers 1.9 to 30MHz band. Length is approx 80.3ft. | -30% |
| 232 | Icom | A, B or C | Accessories | AH740 | AH740 | Relay-driven compact automatic tuning antenna 2.5MHz-29.999MHz | -30% |
| 233 | Icom | A, B or C | Accessories | AH8000 | AH8000 | Discone antenna wideband RX TX 100-3300MHz | -30% |
| 234 | Icom-PCTel | A, B or C | Accessories | ANTENNA 1 | ANTENNA 1 | 118-940MHz 1/4 wave antenna, unity gain, field tunable | -30% |
| 235 | Icom-PCTel | A, B or C | Accessories | ANTENNA 2 | ANTENNA 2 | 144-174MHz 3dB gain mountable antenna, CHR, 59" high | -30% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| No. | Manufacturer | Product Category | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 236 | Icom-PCTel | A, B or C | Accessories | ANTENNA 3 | ANTENNA 3 | 450-470MHz 5dB gain mountable antenna, CHR, 40" high | -30% |
| 237 | Icom-PCTel | A, B or C | Accessories | ANTENNA 4 | ANTENNA 4 | 152-162MHz, unity gain antenna, NMO compatible, 21.6". Factory tuned to 157MHz | -30% |
| 238 | Icom | A, B or C | Accessories | AP95M | AP95M | Wireless LAN access point | -30% |
| 239 | Icom | A, B or C | Accessories | AT130 | AT130 | Auto antenna tuner M710/IC-78 | -30% |
| 240 | Icom | A, B or C | Accessories | AT140 | AT140 | HF automatic antenna tuner | -30% |
| 241 | Icom | A, B or C | Accessories | AT141 | AT141 | Export HC automatic antenna tuner - special order | -30% |
| 242 | Icom-AW Enterprises | A, B or C | Accessories | AW F70 AREA 51 | AW F70 AREA 51 | Water repellant case with a swivel belt clip for the F70/80 | -30% |
| 243 | Icom-AW Enterprises | A, B or C | Accessories | AW STUD/SWIVEL KIT | AW STUD/SWIVEL KIT | Metal stud that slides on like a belt clip and it's attached to a strong metal swivel belt clip | -30% |
| 244 | Icom-AW Enterprises | A, B or C | Accessories | AW SWIVEL | AW SWIVEL | Swivel clip used with the AW Stud/Swivel Kit. | -30% |
| 245 | Icom-Pulse Electronics | A, B or C | Accessories | B ANT | B ANT | Base station antenna 118.8-126.8MHz with 50' 4" cable for Avionic mobile units. | -30% |
| 246 | Icom | A, B or C | Accessories | BC119NS 11 | BC119NS 11 | Rapid charger with AD110 installed for F70/80/9011/9021 radios; 100-240V with US style plug | -30% |
| 247 | Icom | A, B or C | Accessories | BC121NS | BC121NS | 6-Unit Charger Kit BC121N + AD110 x 6. Requires BC157S AC adapter. | -30% |
| 248 | Icom | A, B or C | Accessories | BC123SA | BC123SA | AC adapter for rapid chargers; 100-240V with US style plug | -30% |
| 249 | Icom | A, B or C | Accessories | BC123SE | BC123SE | AC adapter for rapid chargers; 100-240V with Euro style plug | -30% |
| 250 | Icom | A, B or C | Accessories | BC145SA 31 | BC145SA 31 | AC adapter for BC119N; 100-240V with US style plug | -30% |
| 251 | Icom | A, B or C | Accessories | BC146 01 | BC146 01 | Drop-in trickle charger base for the F11/21/3G/4G/30G/40G series. Requires BC147 AC adapter. | -30% |
| 252 | Icom | A, B or C | Accessories | BC147SA | BC147SA | AC adapter for trickle chargers; 100-240V with a US style plug | -30% |
| 253 | Icom | A, B or C | Accessories | BC147SE 15 | BC147SE 15 | AC adapter for trickle chargers; 230V with a Euro style plug | -30% |
| 254 | Icom | A, B or C | Accessories | BC152N 11 | BC152N 11 | F50/F60/M88 desktop trickle charger (requires BC-147) | -30% |
| 255 | Icom | A, B or C | Accessories | BC157S | BC157S | AC adapter for gang chargers; 100-240V with US style plug | -30% |
| 256 | Icom | A, B or C | Accessories | BC157SE | BC157SE | AC adapter for gang chargers; 100-240V with Euro style plug | -30% |
| 257 | Icom | A, B or C | Accessories | BC160 | BC160 | Rapid charger for radios with the BP230/231/232 battery; 100-240V with a US style plug | -30% |
| 258 | Icom | A, B or C | Accessories | BC160E | BC160E | Rapid charger for radios with the BP230/231/232 battery; 100-240V with a Euro style plug | -30% |
| 259 | Icom | A, B or C | Accessories | BC162 01 | BC162 01 | Rapid charger for M34/M36. Includes BC123SA with US plug. | -30% |
| 260 | Icom | A, B or C | Accessories | BC167SA | BC167SA | Wall trickle charger; 100-240V with US style plug | -30% |
| 261 | Icom | A, B or C | Accessories | BC167SD | BC167SD | Wall trickle charger; 100-240V with Euro style plug | -30% |
| 262 | Icom | A, B or C | Accessories | BC173 01 | BC173 01 | Desktop trickle charger (M34/M36/GM1600/BP224) requires BC-147S | -30% |
| 263 | Icom | A, B or C | Accessories | BC190 01 | BC190 01 | Sensing rapid charger for F50/60 radios; 100-240V with a US style plug | -30% |
| 264 | Icom | A, B or C | Accessories | BC190 02 | BC190 02 | Sensing rapid charger for F50/60 radios; 100-240V with a Euro style plug | -30% |
| 265 | Icom | A, B or C | Accessories | BC193 | BC193 | Rapid charger for radios with BP265 Li-ion battery; 100-240V with US style plug | -30% |
| 266 | Icom | A, B or C | Accessories | BC193E | BC193E | Rapid charger for radios with BP265 Li-ion battery; 100-240V with Euro style plug | -30% |
| 267 | Icom | A, B or C | Accessories | BC197 02 | BC197 02 | Six unit charger for radios with the BP264 NiMH battery (includes AC adapter and cups installed); 100-240V with US style | -30% |
| 268 | Icom | A, B or C | Accessories | BC197 03 | BC197 03 | Six unit charger for radios with the BP264 NiMH battery (includes AC adapter and cups installed); 100-240V with Euro style | -30% |
| 269 | Icom | A, B or C | Accessories | BC197 12 | BC197 12 | 110-240V six unit charger for radios with the BP265 Li-Ion battery (includes AC adapter with US plug and cups installed) | -30% |
| 270 | Icom | A, B or C | Accessories | BC197 13 | BC197 13 | 220V six unit charger for radios with the BP265 Li-Ion battery (includes AC adapter and cups installed) | -30% |
| 271 | Icom | A, B or C | Accessories | BC197 22 | BC197 22 | Six unit charger for radios with the BP232N/H Li-Ion battery (includes AC adapter and cups installed); 100-240V with US style | -30% |
| 272 | Icom | A, B or C | Accessories | BC197 23 | BC197 23 | Six unit charger for radios with the BP232N/H Li-Ion battery (includes AC adapter and cups installed); 100-240V with Euro style plug | -30% |
| 273 | Icom | A, B or C | Accessories | BC197 32 | BC197 32 | Six unit charger for radios with the BP245N Li-Ion battery (includes AC adapter and cups installed); 100-240V with US style | -30% |
| 274 | Icom | A, B or C | Accessories | BC197 37 | BC197 37 | 6-Unit Charger Kit BC197 + BC157S + AD128 x 6 for F50/F60/M88 | -30% |
| 275 | Icom | A, B or C | Accessories | BC199SE 13 | BC199SE 13 | Wall charger for the M24; 100-240V with a Euro style plug | -30% |
| 276 | Icom | A, B or C | Accessories | BC202IP2 | BC202IP2 | Rapid charger (includes BC-123SA AC adapter with US plug) | -30% |
| 277 | Icom | A, B or C | Accessories | BC207S | BC207S | 12V / 3.5A AC adapter for VEPG3/IP1000C | -30% |
| 278 | Icom | A, B or C | Accessories | BC210 | BC210 | Rapid charger for the BP-245N includes AC adapter with US plug | -30% |
| 279 | Icom | A, B or C | Accessories | BC211 | BC211 | Rapid rate 6-unit charger - IP100H | -30% |
| 280 | Icom | A, B or C | Accessories | BC211E | BC211E | Rapid rate 6-unit charger for BP271/BP272 with European plug | -30% |
| 281 | Icom | A, B or C | Accessories | BC212EX | BC212EX | Rapid charger (includes BC213SA) for F3201DEX/4201DEX | -30% |
| 282 | Icom | A, B or C | Accessories | BC213 | BC213 | Rapid charger with a US plug for radios with the BP279/BP280 battery (BC-123SA or BC242 included) | -30% |
| 283 | Icom | A, B or C | Accessories | BC213NAC | BC213NAC | Rapid charger cup for radios with the BP279 battery (BC-123S not included) | -30% |
| 284 | Icom | A, B or C | Accessories | BC214 | BC214 | Six bank charger with US plug AC adapter and cups installed | -30% |
| 285 | Icom | A, B or C | Accessories | BC214 14 | BC214 14 | Gang charger for the M93D. Includes the BC157. | -30% |
| 286 | Icom | A, B or C | Accessories | BC214-1 | BC214-1 | Six gang charger (includes AC adapter with US plug) | -30% |
| 287 | Icom | A, B or C | Accessories | BC214-1E | BC214-1E | Six gang charger (includes AC adapter with Euro plug) | -30% |
| 288 | Icom | A, B or C | Accessories | BC214E | BC214E | Six unit charger for BP279/BP280 radios (includes AC adapter with Euro plug and cups installed) | -30% |
| 289 | Icom | A, B or C | Accessories | BC214NSAT | BC214NSAT | Six unit charger for SAT100 | -30% |
| 290 | Icom | A, B or C | Accessories | BC217SA | BC217SA | USB charger; 100-240V with a US style plug | -30% |
| 291 | Icom | A, B or C | Accessories | BC218 | BC218 | Car charger with bluetooth (requires CP22 or CP23L) | -30% |
| 292 | Icom | A, B or C | Accessories | BC218 CCK | BC218 CCK | Car charger kit includes 1 each: BC218, CP23L, MBA7, MBF1, HM215 & SP35 | -30% |
| 293 | Icom | A, B or C | Accessories | BC219E | BC219E | Rapid charger for radios with the BP283/BP28/BP290/BP294 batteries; 100-240V with a Euro style plug | -30% |
| 294 | Icom | A, B or C | Accessories | BC219N | BC219N | Rapid charger for F52D/F62D; 100-240V with a US style plug | -30% |
| 295 | Icom | A, B or C | Accessories | BC220 | BC220 | Rapid charger for the M93D | -30% |
| 296 | Icom | A, B or C | Accessories | BC223 | BC223 | Rapid charger for R30; 100-240V with a US style plug | -30% |
| 297 | Icom | A, B or C | Accessories | BC224 | BC224 | Rapid charger with BC123SA | -30% |
| 298 | Icom | A, B or C | Accessories | BC224E | BC224E | Rapid charger with BC123SE (Euro plug) | -30% |
| 299 | Icom | A, B or C | Accessories | BC225 | BC225 | Smart rapid charger; 100-240V with a US style plug | -30% |
| 300 | Icom | A, B or C | Accessories | BC226 | BC226 | Connectable rapid charger (connect up to 6) and requires the BC228 AC adapter | -30% |
| 301 | Icom | A, B or C | Accessories | BC227 | BC227 | Rapid charger that goes into trickle mode at a 80% charge (US Plug) | -30% |
| 302 | Icom | A, B or C | Accessories | BC228 | BC228 | AC adapter for BC226 | -30% |
| 303 | Icom | A, B or C | Accessories | BC235 | BC235 | Desktop trickle charger (requires BC217SA) | -30% |
| 304 | Icom | A, B or C | Accessories | BC240 | BC240 | Rapid charger for the V86 | -30% |
| 305 | Icom | A, B or C | Accessories | BC241 | BC241 | Rapid charger with multi-plug AC adapter for SAT100 | -30% |
| 306 | Icom | A, B or C | Accessories | BC247 | BC247 | Charger cradle for SAT100 for in-vehicle and in-building use | -30% |
| 307 | Icom | A, B or C | Accessories | BP208N | BP208N | Battery case that holds 6 AA alkaline batteries. | -30% |
| 308 | Icom | A, B or C | Accessories | BP210N | BP210N | NiMH 7.2V 1650mAh battery | -30% |
| 309 | Icom | A, B or C | Accessories | BP224 | BP224 | 7.2V 750mAh NiCd battery - GM1600/M32/M2A/M90 | -30% |
| 310 | Icom | A, B or C | Accessories | BP226 | BP226 | Battery case holds 5 AA alkaline batteries for the F50/F60 & M88 | -30% |
| 311 | Icom | A, B or C | Accessories | BP227 | BP227 | Li-ion 7.2V 1950mAh (typical capacity), 1850mAh (minimum value); waterproof | -30% |
| 312 | Icom | A, B or C | Accessories | BP232H | BP232H | Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value) | -30% |
| 313 | Icom | A, B or C | Accessories | BP232UL | BP232UL | Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value) for the nonincendive approved radios | -30% |
| 314 | Icom | A, B or C | Accessories | BP232WP | BP232WP | Li-ion 7.4V 2300mAh (typical capacity), 2250mAh (minimum value) IP67 waterproof battery | -30% |
| 315 | Icom | A, B or C | Accessories | BP234 | BP234 | 9.0V 3300mAh lithium battery pack GM1600. FedEx ground shipping only. No shipments to HI or AK. | -30% |
| 316 | Icom | A, B or C | Accessories | BP237 | BP237 | Battery case that holds 6 AA alkaline batteries | -30% |
| 317 | Icom | A, B or C | Accessories | BP240 | BP240 | Battery case that holds 6 AAA alkaline batteries (1W output power) | -30% |
| 318 | Icom | A, B or C | Accessories | BP245H | BP245H | 7.4V 2000mAh Li-Ion battery for M72/M73 | -30% |
| 319 | Icom | A, B or C | Accessories | BP251 | BP251 | Alkaline case for M34/M36 (5 x AAA) | -30% |
| 320 | Icom | A, B or C | Accessories | BP252 | BP252 | 7.4V 980mAh Li-Ion battery (M36/M34/GM1600) | -30% |
| 321 | Icom | A, B or C | Accessories | BP253 | BP253 | Li-ion 7.2V 1650mAh (typical capacity), 1570mAh (minimum value) | -30% |
| 322 | Icom | A, B or C | Accessories | BP254 | BP254 | Li-ion 7.2V 3040mAh (typical capacity), 2900mAh (minimum value) for P25 portables | -30% |
| 323 | Icom | A, B or C | Accessories | BP261 | BP261 | Battery case that holds 6 AA alkaline batteries | -30% |
| 324 | Icom | A, B or C | Accessories | BP263 | BP263 | Battery case that holds 6 AA alkaline batteries | -30% |
| 325 | Icom | A, B or C | Accessories | BP264 | BP264 | Ni-MH 7.2V 1400mAh | -30% |
| 326 | Icom | A, B or C | Accessories | BP265 | BP265 | Li-ion 7.4V 1900mAh | -30% |
| 327 | Icom | A, B or C | Accessories | BP266 | BP266 | Li-ion 1500mAh battery for the M24 | -30% |
| 328 | Icom | A, B or C | Accessories | BP271 | BP271 | Li-ion 7.4V 1200mAh (typical capacity), 1150mAh (minimum value) | -30% |
| 329 | Icom | A, B or C | Accessories | BP272 | BP272 | Li-ion 7.4V 2000mAh (typical capacity), 1880mAh (minimum value) | -30% |
| 330 | Icom | A, B or C | Accessories | BP273 | BP273 | Battery case that holds 3 AA alkaline batteries | -30% |
| 331 | Icom | A, B or C | Accessories | BP275 | BP275 | 7.4V 1500mAh Li-ion battery for M92D | -30% |
| 332 | Icom | A, B or C | Accessories | BP277EX | BP277EX | Li-ion 7.4V 1900mAh (typical capacity), 1800mAh (minimum value) blue battery | -30% |
| 333 | Icom | A, B or C | Accessories | BP279 | BP279 | Li-ion 7.2V 1485mAh battery | -30% |
| 334 | Icom | A, B or C | Accessories | BP280 | BP280 | Li-ion 7.2V 2280mAh battery | -30% |
| 335 | Icom | A, B or C | Accessories | BP282 | BP282 | 1500mAh Li-ion battery for the M25 | -30% |
| 336 | Icom | A, B or C | Accessories | BP283 | BP283 | Li-ion 7.4V 2010mAh (typical capacity), 1910mAh (minimum value) | -30% |
| 337 | Icom | A, B or C | Accessories | BP284 | BP284 | Li-ion 7.4V 3210mAh (typical capacity), 3070mAh (minimum value) | -30% |
| 338 | Icom | A, B or C | Accessories | BP285 | BP285 | Li-ion 7.2V 1570mAh (typical), 1485mAh (minimum) battery for M93D | -30% |
| 339 | Icom | A, B or C | Accessories | BP287 | BP287 | 2800mAh li-ion 7.2V battery | -30% |
| 340 | Icom | A, B or C | Accessories | BP288 | BP288 | 2350mAh li-ion 7.2V battery; IP57 | -30% |
| 341 | Icom | A, B or C | Accessories | BP289 | BP289 | Battery case 6 x AA; IP54 | -30% |
| 342 | Icom | A, B or C | Accessories | BP290 | BP290 | 2010mAh li-ion battery | -30% |
| 343 | Icom | A, B or C | Accessories | BP291 | BP291 | Battery case 5 x AA | -30% |
| 344 | Icom | A, B or C | Accessories | BP292IS | BP292IS | 2010mAh li-ion intrinsically safe battery | -30% |
| 345 | Icom | A, B or C | Accessories | BP293 | BP293 | Battery case 6 x AA | -30% |
| 346 | Icom | A, B or C | Accessories | BP294 | BP294 | 3150mAh li-ion battery for the F52D/F62D/M85 | -30% |
| 347 | Icom | A, B or C | Accessories | BP296 | BP296 | 3.6V 2350mAh Li-Ion battery (M37) | -30% |
| 348 | Icom | A, B or C | Accessories | BP297 | BP297 | Alkaline case for M37 (3 x AAA) | -30% |
| 349 | Icom | A, B or C | Accessories | BP298 | BP298 | 2250mAh Li-ion battery for the V86 | -30% |
| 350 | Icom | A, B or C | Accessories | BP299 | BP299 | 3150mAh li-ion battery for the V86 | -30% |
| 351 | Icom | A, B or C | Accessories | BP300 | BP300 | 7.2V 2350mAh li-ion battery for the SAT100 | -30% |
| 352 | Icom-Laird Technologies | A, B or C | Accessories | CEN EXD 400 SMI | CEN EXD 400 SMI | 400-420MHz stubby antenna for the F60/V portable radios | -30% |
| 353 | Icom-Laird Technologies | A, B or C | Accessories | CEN EXD 450 SMI | CEN EXD 450 SMI | 450-470MHz stubby antenna for F60/V portable radios | -30% |
| 354 | Icom-Laird Technologies | A, B or C | Accessories | CEN EXS 150 SMI | CEN EXS 150 SMI | 150-160MHz stubby antenna for F50/V & M88 handheld radios | -30% |
| 355 | Icom | A, B or C | Accessories | CFFR5000 02 | CFFR5000 02 | Multi-site (conventional only) IP repeater link card (requires UC-FR5000 or UCFR5300 board) | -30% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| No. | Manufacturer | Product Category | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 356 | Icom | A, B or C | Accessories | CFFR5000MT | CFFR5000MT | Multi-site (conventional & trunking) IP repeater link card (requires UC-FR5000 or UCFR5300 board) | -30% |
| 357 | Icom | A, B or C | Accessories | CFFR5300SC | CFFR5300SC | Simulcast IP Repeater link card (requires UC-FR5300) | -30% |
| 358 | Icom | A, B or C | Accessories | CFUF8100 | CFUF8100 | Cooling fan unit | -30% |
| 359 | Icom | A, B or C | Accessories | CP12L | CP12L | Cigarette lighter cable with noise filter and right angle connector | -30% |
| 360 | Icom | A, B or C | Accessories | CP20 | CP20 | Cigarette lighter cable with noise filter and DC-DC converter. Charges the BC167 with a 12V/24V cigarette lighter socket. | -30% |
| 361 | Icom | A, B or C | Accessories | CP22 | CP22 | Cigarette lighter cable with DC-DC converter for use with the BC179 for the A14/S. 12-24V DC input available. | -30% |
| 362 | Icom | A, B or C | Accessories | CP23L | CP23L | 12V cigarette lighter cable for use with rapid chargers | -30% |
| 363 | Icom | A, B or C | Accessories | CP24 | CP24 | Cigarette lighter cable that charges the charger in a vehicle | -30% |
| 364 | Icom | A, B or C | Accessories | CS2300H | CS2300H | Cloning software for 2300H | -30% |
| 365 | Icom | A, B or C | Accessories | CS7100 | CS7100 | Programming software for 7100 | -30% |
| 366 | Icom | A, B or C | Accessories | CS9100 | CS9100 | Cloning software for 9100 | -30% |
| 367 | Icom | A, B or C | Accessories | CSA120 | CSA120 | Programming software A120 | -30% |
| 368 | Icom | A, B or C | Accessories | CSA14 | CSA14 | Programming software for the A14/A14S | -30% |
| 369 | Icom | A, B or C | Accessories | CSA220 | CSA220 | Programming software A220 | -30% |
| 370 | Icom | A, B or C | Accessories | CSA24 | CSA24 | A24 Cloning Software | -30% |
| 371 | Icom | A, B or C | Accessories | CSA25 | CSA25 | A25 programming software | -30% |
| 372 | Icom | A, B or C | Accessories | CSF11 | CSF11 | F11/F21 Program Sftwre | -30% |
| 373 | Icom | A, B or C | Accessories | CSF14 | CSF14 | F14/F24 Program Sftwre w/ MDC | -30% |
| 374 | Icom | A, B or C | Accessories | CSF2000 | CSF2000 | Programming software for the F1000/2000 series | -30% |
| 375 | Icom | A, B or C | Accessories | CSF2100D | CSF2100D | Programming software for the F1100D/2100D | -30% |
| 376 | Icom | A, B or C | Accessories | CSF3001 | CSF3001 | F3001/F4001 programming software | -30% |
| 377 | Icom | A, B or C | Accessories | CSF3011 | CSF3011 | F3011/4011 software | -30% |
| 378 | Icom | A, B or C | Accessories | CSF3021/F5021/F5011 | CSF3021/F5021/F5011 | F3021/5021/5011 series programming software | -30% |
| 379 | Icom | A, B or C | Accessories | CSF3101D/F5121D | CSF3101D/F5121D | F3101D/F5121D series programming software | -30% |
| 380 | Icom | A, B or C | Accessories | CSF3161/F5061 | CSF3161/F5061 | Software to program the F3161/4161 & F5061/6061 radios | -30% |
| 381 | Icom | A, B or C | Accessories | CSF3210D | CSF3210D | Programming software for F3210D/4210D, F3230D/4230D & F5220D/6220D | -30% |
| 382 | Icom | A, B or C | Accessories | CSF3360D/F5360D | CSF3360D/F5360D | Programming software for the F3360D & F5360D series | -30% |
| 383 | Icom | A, B or C | Accessories | CSF3400D | CSF3400D | Programming software for the F3400D/F5400D series | -30% |
| 384 | Icom | A, B or C | Accessories | CSF5122DD | CSF5122DD | F5122DD/6122DD programming software | -30% |
| 385 | Icom | A, B or C | Accessories | CSF52D | CSF52D | F52D/F62D programming software | -30% |
| 386 | Icom | A, B or C | Accessories | CSF70/F1700 | CSF70/F1700 | Cloning Softwre F70/F80/F1721/F1821/F2721/F282 | -30% |
| 387 | Icom | A, B or C | Accessories | CSF7510 | CSF7510 | Programming software for the F7010 & F7510 P25 radios | -30% |
| 388 | Icom | A, B or C | Accessories | CSF8101 | CSF8101 | Programming software. Use a generic USB "A" to "B" cable to program radio. | -30% |
| 389 | Icom | A, B or C | Accessories | CSF9010/F9510 | CSF9010/F9510 | F9011/9511 programming software | -30% |
| 390 | Icom | A, B or C | Accessories | CSFR5000 | CSFR5000 | FR5000/6000 programming software | -30% |
| 391 | Icom | A, B or C | Accessories | CSFR9010 | CSFR9010 | Programming software for the FR9010/9020 | -30% |
| 392 | Icom | A, B or C | Accessories | CSGM1600 | CSGM1600 | GM1600 programming software | -30% |
| 393 | Icom | A, B or C | Accessories | CSIP501H | CSIP501H | IP501H programming software | -30% |
| 394 | Icom | A, B or C | Accessories | CSKLD2 | CSKLD2 | Encryption key loader software for F3400/F5400 series | -30% |
| 395 | Icom | A, B or C | Accessories | CSM24 | CSM24 | M24 programming software | -30% |
| 396 | Icom | A, B or C | Accessories | CSM25 | CSM25 | M25 programming software (requires OPC478UC+OPC1655) | -30% |
| 397 | Icom | A, B or C | Accessories | CSM330 | CSM330 | M330 programming software | -30% |
| 398 | Icom | A, B or C | Accessories | CSM400BB | CSM400BB | M400BB programming software. Requires OPC-478UC + OPC-980 cables. | -30% |
| 399 | Icom | A, B or C | Accessories | CSM506 | CSM506 | M506 programming software. Requires OPC-478UC + OPC-980 cables. | -30% |
| 400 | Icom | A, B or C | Accessories | CSM604A | CSM604A | M604A programming software | -30% |
| 401 | Icom | A, B or C | Accessories | CSM605 | CSM605 | Programming software for the M605. Includes MMSI reset dongle. Requires OPC2382 + OPC478UC for programming. | -30% |
| 402 | Icom | A, B or C | Accessories | CSM72 | CSM72 | M72 Programming Software | -30% |
| 403 | Icom | A, B or C | Accessories | CSM73 | CSM73 | Programming software for the M73 | -30% |
| 404 | Icom | A, B or C | Accessories | CSM802 | CSM802 | M802 Program Software | -30% |
| 405 | Icom | A, B or C | Accessories | CSM85 | CSM85 | M85 programming software | -30% |
| 406 | Icom | A, B or C | Accessories | CSM92D/M424 | CSM92D/M424 | Programming software for M92D & M424 | -30% |
| 407 | Icom | A, B or C | Accessories | CSOTPM1 | CSOTPM1 | Over-the-air programming (OTAP) manager software | -30% |
| 408 | Icom | A, B or C | Accessories | CSOTPM2 | CSOTPM2 | P25 over-the-air programming (OTAP) manager software; support only conventional mode | -30% |
| 409 | Icom | A, B or C | Accessories | CSR30 | CSR30 | Programming software for R30 | -30% |
| 410 | Icom | A, B or C | Accessories | CSR6 | CSR6 | Programming software fo R6 | -30% |
| 411 | Icom | A, B or C | Accessories | CSR8600 | CSR8600 | R8600 programming software | -30% |
| 412 | Icom | A, B or C | Accessories | CSRMK4 | CSRMK4 | Programming software for the RMK4 | -30% |
| 413 | Icom | A, B or C | Accessories | CST70 | CST70 | T70A software | -30% |
| 414 | Icom | A, B or C | Accessories | CSV80 | CSV80 | V80 software | -30% |
| 415 | Icom | A, B or C | Accessories | CT23 01 | CT23 01 | PTT microphone adapter to use SM-26 or HM-152 with a PC. Requires BC-147S. | -30% |
| 416 | Icom | A, B or C | Accessories | CT24 | CT24 | Digital voice converter (supplied with RCFS10 and works with VEPG3) | -30% |
| 417 | Icom | A, B or C | Accessories | EH15B | EH15B | Earphone with 2.5mm plug to use with HM-163MC | -30% |
| 418 | Icom | A, B or C | Accessories | EM80 | EM80 | 9-pin full size speaker mic for F30G series. IS approved to work with F30G IS radios. | -30% |
| 419 | Icom | A, B or C | Accessories | EX2785J01 | EX2785J01 | P25 activation software for F70/80 & F1721/2721 radios | -30% |
| 420 | Icom | A, B or C | Accessories | EX2785J03 | EX2785J03 | AES activation upgrade | -30% |
| 421 | Icom | A, B or C | Accessories | F121 MMB | F121 MMB | Mounting bracket F121/F221 F5011/F5021 series | -30% |
| 422 | Icom | A, B or C | Accessories | F1721 MMB | F1721 MMB | Mounting bracket for F1721/F1821, F2721/2821, F9011S/T | -30% |
| 423 | Icom | A, B or C | Accessories | F5061 IGN SENSE CABLE | F5061 IGN SENSE CABLE | 96" cable with 3A fuse | -30% |
| 424 | Icom | A, B or C | Accessories | F5061 MMB | F5061 MMB | Mounting bracket included with the F5061/F6061 | -30% |
| 425 | Icom | A, B or C | Accessories | FAB02AR | FAB02AR | Standard antenna for Aviation handheld radios | -30% |
| 426 | Icom | A, B or C | Accessories | FAS100U | FAS100U | 7/800MHz antenna | -30% |
| 427 | Icom | A, B or C | Accessories | FAS102U | FAS102U | Antenna for SAT100 | -30% |
| 428 | Icom | A, B or C | Accessories | FAS24V | FAS24V | 136-150MHz antenna for the F50/V handhelds (Blue ring) | -30% |
| 429 | Icom | A, B or C | Accessories | FAS270C | FAS270C | Wideband RX antenna (SMA) | -30% |
| 430 | Icom | A, B or C | Accessories | FAS27U | FAS27U | 400-470MHz antenna for the F60/V (green ring) | -30% |
| 431 | Icom | A, B or C | Accessories | FAS56U | FAS56U | 450-520MHz antenna for F60/V (red ring) | -30% |
| 432 | Icom | A, B or C | Accessories | FAS57US | FAS57US | 450-490MHz stubby antenna for F60/V portable radios (red ring) | -30% |
| 433 | Icom | A, B or C | Accessories | FAS58U | FAS58U | 400-470MHz antenna - standard on the F9021 | -30% |
| 434 | Icom | A, B or C | Accessories | FAS59V | FAS59V | 150-174MHz standard antenna for the F50 & M88 (red ring) | -30% |
| 435 | Icom | A, B or C | Accessories | FAS61V | FAS61V | Standard antenna for GM1600 | -30% |
| 436 | Icom | A, B or C | Accessories | FAS62VS | FAS62VS | 150-162MHz stubby antenna for F50/V (Red ring) | -30% |
| 437 | Icom | A, B or C | Accessories | FAS63VS | FAS63VS | 160-174MHz stubby antenna for F50/V (green ring) | -30% |
| 438 | Icom | A, B or C | Accessories | FAS64V | FAS64V | Standard antenna for the M72/M73 (4 17/32" or 115mm) | -30% |
| 439 | Icom | A, B or C | Accessories | FAS65V | FAS65V | 148-160 MHz flexible antenna - standard on F9011 | -30% |
| 440 | Icom | A, B or C | Accessories | FAS67VC | FAS67VC | 136-174MHz cut antenna - F3400/F7010/F9011 | -30% |
| 441 | Icom | A, B or C | Accessories | FAS74U | FAS74U | 490-520MHz antenna for F60/V (blue ring) | -30% |
| 442 | Icom | A, B or C | Accessories | FAS76UC | FAS76UC | 380-520MHz cut antenna for F4400/F9021 | -30% |
| 443 | Icom | A, B or C | Accessories | FAS81U | FAS81U | 380-430MHz antenna for F4400 | -30% |
| 444 | Icom | A, B or C | Accessories | FAS81US | FAS81US | 400-450MHz stubby antenna for F4400 | -30% |
| 445 | Icom | A, B or C | Accessories | FAS81V | FAS81V | 136-150MHz antenna for F3400/F7010/F9011 | -30% |
| 446 | Icom | A, B or C | Accessories | FAS81VS | FAS81VS | 136-150MHz stubby antenna for F3400 | -30% |
| 447 | Icom | A, B or C | Accessories | FAS82U | FAS82U | 430-480MHz antenna for F4400 | -30% |
| 448 | Icom | A, B or C | Accessories | FAS82US | FAS82US | 450-490MHz stubby antenna for F4400 | -30% |
| 449 | Icom | A, B or C | Accessories | FAS82V | FAS82V | 148-162MHz antenna | -30% |
| 450 | Icom | A, B or C | Accessories | FAS82VS | FAS82VS | 148-162MHz stubby antenna | -30% |
| 451 | Icom | A, B or C | Accessories | FAS83U | FAS83U | 470-520MHz antenna for F4400 | -30% |
| 452 | Icom | A, B or C | Accessories | FAS83V | FAS83V | 160-174MHz antenna for F3400 | -30% |
| 453 | Icom | A, B or C | Accessories | FAS83VS | FAS83VS | 160-174MHz stubby antenna for F3400 | -30% |
| 454 | Icom | A, B or C | Accessories | FASC25U | FASC25U | 400-430MHz antenna for LM portables | -30% |
| 455 | Icom | A, B or C | Accessories | FASC25V | FASC25V | 136-150MHz antenna for LM portables | -30% |
| 456 | Icom | A, B or C | Accessories | FASC26US | FASC26US | 400-450MHz stubby antenna for LM portables | -30% |
| 457 | Icom | A, B or C | Accessories | FASC26VS | FASC26VS | 136-144MHz stubby antenna for LM portables | -30% |
| 458 | Icom | A, B or C | Accessories | FASC27VS | FASC27VS | 142-150MHz stubby antenna for LM portables | -30% |
| 459 | Icom | A, B or C | Accessories | FASC28V | FASC28V | 142-162MHz antenna for LM portables | -30% |
| 460 | Icom | A, B or C | Accessories | FASC29V | FASC29V | 160-174MHz antenna for LM portables | -30% |
| 461 | Icom | A, B or C | Accessories | FASC55V | FASC55V | 146-174MHz standard antenna for LM portables | -30% |
| 462 | Icom | A, B or C | Accessories | FASC56VS | FASC56VS | 150-160MHz stubby antenna for LM portables | -30% |
| 463 | Icom | A, B or C | Accessories | FASC57U | FASC57U | 430-470MHz standard antenna for LM radios (red ring) | -30% |
| 464 | Icom | A, B or C | Accessories | FASC57VS | FASC57VS | 160-174MHz stubby antenna for LM portables | -30% |
| 465 | Icom | A, B or C | Accessories | FASC58V | FASC58V | Standard antenna M24/M34/M36/M85 | -30% |
| 466 | Icom | A, B or C | Accessories | FASC59V | FASC59V | Standard antenna M25/M37/M93D/M92D | -30% |
| 467 | Icom | A, B or C | Accessories | FASC61UC | FASC61UC | 380-520MHz cut antenna for the specific frequency desired | -30% |
| 468 | Icom | A, B or C | Accessories | FASC61VC | FASC61VC | 136-174MHz cut antenna for the specific frequency desired | -30% |
| 469 | Icom | A, B or C | Accessories | FASC62V | FASC62V | 150-160MHz high gain antenna for LM portables (10") | -30% |
| 470 | Icom | A, B or C | Accessories | FASC63V | FASC63V | 155-165MHz high gain antenna for LM portables (9.5") | -30% |
| 471 | Icom | A, B or C | Accessories | FASC72U | FASC72U | 470-512MHz antenna for LM portables | -30% |
| 472 | Icom | A, B or C | Accessories | FASC73US | FASC73US | 450-470MHz stubby antenna for LM portable radios | -30% |
| 473 | Icom-Galtronics | A, B or C | Accessories | GAL 06026 | GAL 06026 | 136-174MHz short helical broadband antenna for F9011 | -30% |
| 474 | Icom | A, B or C | Accessories | HM126B | HM126B | Standard black front mount mic for M504 | -30% |
| 475 | Icom | A, B or C | Accessories | HM126RB | HM126RB | Standard black rear mount mic for M504/M604 | -30% |
| 476 | Icom | A, B or C | Accessories | HM128 | HM128 | Earphone-microphone with 2-pin straight connector | -30% |

| No. | Manufacturer | Product Category | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 477 | Icom | A, B or C | Accessories | HM128L | HM128L | Earphone/mic with 2-pin right angle connector | -30% |
| 478 | Icom | A, B or C | Accessories | HM131 | HM131 | Speaker/microphone with earphone jack and clip (straight 2-pin, both stereo plug) | -30% |
| 479 | Icom | A, B or C | Accessories | HM131SC | HM131SC | Lightweight speaker microphone with earphone jack (9-pin) | -30% |
| 480 | Icom | A, B or C | Accessories | HM133V | HM133V | Standard partial function remote microphone (squelch only) 2300H/V8000 | -30% |
| 481 | Icom | A, B or C | Accessories | HM135 | HM135 | Hand microphone; water resistant, remote function for M802 | -30% |
| 482 | Icom | A, B or C | Accessories | HM138 | HM138 | Waterproof 9-pin marine style speaker mic (IS approved for F50/F60/M88/F70/F80) | -30% |
| 483 | Icom | A, B or C | Accessories | HM148G | HM148G | Self grounding microphone for mobile radios | -30% |
| 484 | Icom | A, B or C | Accessories | HM148T | HM148T | DMTF mobile microphone | -30% |
| 485 | Icom | A, B or C | Accessories | HM151 | HM151 | Remote control microphone (7000/7100) | -30% |
| 486 | Icom | A, B or C | Accessories | HM152 | HM152 | Standard microphone for low/mid range mobile radios | -30% |
| 487 | Icom | A, B or C | Accessories | HM152T | HM152T | DTMF modular microphone for LM mobile radios | -30% |
| 488 | Icom | A, B or C | Accessories | HM153LA | HM153LA | Covert durable microphone with earphone combination (right angle 2-pin screw down connector) | -30% |
| 489 | Icom | A, B or C | Accessories | HM153LS | HM153LS | Microphone with 2.5mm earphone combination (right angle 2-pin connector) | -30% |
| 490 | Icom | A, B or C | Accessories | HM154 | HM154 | Simple microphone for Amateur mobile radios (RJ45) | -30% |
| 491 | Icom | A, B or C | Accessories | HM158LA | HM158LA | Compact speaker microphone with revolving clip and earphone jack (right angle 2-pin screw down connector, stereo mic/mono speaker) | -30% |
| 492 | Icom | A, B or C | Accessories | HM159LA | HM159LA | Large speaker microphone with earphone jack and metal alligator clip (right angle 2-pin screw down connector, stereo mic/mono speaker) | -30% |
| 493 | Icom | A, B or C | Accessories | HM159SC LG | HM159SC LG | Large speaker microphone with earphone jack and metal alligator clip (9-pin, stereo mic/mono speaker) | -30% |
| 494 | Icom | A, B or C | Accessories | HM163MC | HM163MC | Lapel mic with 2.5mm earphone jack | -30% |
| 495 | Icom | A, B or C | Accessories | HM164B | HM164B | Standard black hand mic M200/M304/M412 | -30% |
| 496 | Icom | A, B or C | Accessories | HM165 | HM165 | Waterproof speaker mic for M34/M36/M93D | -30% |
| 497 | Icom | A, B or C | Accessories | HM166LA | HM166LA | Earphone microphone with 2-pin right angle connector | -30% |
| 498 | Icom | A, B or C | Accessories | HM166LS | HM166LS | Earphone microphone with two pin right angle connector | -30% |
| 499 | Icom | A, B or C | Accessories | HM167 | HM167 | Lightweight IPX8 waterproof speaker mic M73/GM1600/M92/M72 | -30% |
| 500 | Icom | A, B or C | Accessories | HM168LWP | HM168LWP | Waterproof speaker microphone | -30% |
| 501 | Icom | A, B or C | Accessories | HM169 | HM169 | Waterproof speaker mic (9-pin) | -30% |
| 502 | Icom | A, B or C | Accessories | HM169 IS | HM169 IS | Intrinscially safe waterproof speaker mic (9-pin) | -30% |
| 503 | Icom | A, B or C | Accessories | HM176 | HM176 | Microphone for the A220/A210/A200/PS80 | -30% |
| 504 | Icom | A, B or C | Accessories | HM180 | HM180 | Microphone for M710/M700PRO | -30% |
| 505 | Icom | A, B or C | Accessories | HM183LS | HM183LS | Waterproof compact speaker microphone (2pin connector) | -30% |
| 506 | Icom | A, B or C | Accessories | HM184H | HM184H | 14-pin loud waterproof speaker mic (no accessory jack) | -30% |
| 507 | Icom | A, B or C | Accessories | HM184IS | HM184IS | 14-pin intrinsically safe approved waterproof speaker mic (no accessory jack) | -30% |
| 508 | Icom | A, B or C | Accessories | HM186LS | HM186LS | Compact speaker microphone with earphone jack (2 pin connector) | -30% |
| 509 | Icom | A, B or C | Accessories | HM192 | HM192 | Remote control microphone for F8101 (requires separation cable) | -30% |
| 510 | Icom | A, B or C | Accessories | HM193 | HM193 | Hand microphone for the F8101 | -30% |
| 511 | Icom | A, B or C | Accessories | HM195B | HM195B | CommandMic IV with yellow backlit LCD in black | -30% |
| 512 | Icom | A, B or C | Accessories | HM195GB | HM195GB | CommandMic IV with white backlit LCD in black | -30% |
| 513 | Icom | A, B or C | Accessories | HM195GW | HM195GW | CommandMic IV with white backlit LCD in super white | -30% |
| 514 | Icom | A, B or C | Accessories | HM195SW | HM195SW | Command Mic IV with yellow backlit LCD in super white | -30% |
| 515 | Icom | A, B or C | Accessories | HM196B | HM196B | Standard hand microphone for M424 and works with the M424G | -30% |
| 516 | Icom | A, B or C | Accessories | HM196SW | HM196SW | Standard hand microphone for M424 and works with the M424G | -30% |
| 517 | Icom | A, B or C | Accessories | HM198 | HM198 | Hand microphone for 7100 | -30% |
| 518 | Icom | A, B or C | Accessories | HM202 | HM202 | Compact IPX7 waterproof speaker mic M73/M72 | -30% |
| 519 | Icom | A, B or C | Accessories | HM203EX | HM203EX | Blue speaker microphone for F3201DEX/4201DEX | -30% |
| 520 | Icom | A, B or C | Accessories | HM205B | HM205B | Speaker microphone M424G/M506 | -30% |
| 521 | Icom | A, B or C | Accessories | HM205RB | HM205RB | Speaker microphone for M506 rear connector & M605 | -30% |
| 522 | Icom | A, B or C | Accessories | HM207 | HM207 | Control hand microphone (ID-5100) | -30% |
| 523 | Icom | A, B or C | Accessories | HM207S | HM207S | DTMF standard mic ID4100 | -30% |
| 524 | Icom | A, B or C | Accessories | HM213 | HM213 | Waterproof floating speaker mic for M25 | -30% |
| 525 | Icom | A, B or C | Accessories | HM214H | HM214H | Hand microphone for GM800 & M803 | -30% |
| 526 | Icom | A, B or C | Accessories | HM215 | HM215 | Speaker microphone for the BC-218 car charger | -30% |
| 527 | Icom | A, B or C | Accessories | HM216 | HM216 | Standard microphone for A120 | -30% |
| 528 | Icom | A, B or C | Accessories | HM217 | HM217 | Microphone with built-in speaker and front panel includes up/down buttons and two programmable buttons (P1/P2) | -30% |
| 529 | Icom | A, B or C | Accessories | HM218 | HM218 | Secondary remote control microphone, COMMANDMIC, for the F5400D/F6400D. Requires RMK5 + OPC2373 or OPC2374. | -30% |
| 530 | Icom | A, B or C | Accessories | HM219 | HM219 | Hand microphone 7300/7610 | -30% |
| 531 | Icom | A, B or C | Accessories | HM220 | HM220 | Heavy duty microphone (IP54) for the F5400 series | -30% |
| 532 | Icom | A, B or C | Accessories | HM220T | HM220T | Heavy duty microphone with DTMF keypad (IP54) for the F5400 series | -30% |
| 533 | Icom | A, B or C | Accessories | HM221 | HM221 | Microphone (IP55) for the F5400 series | -30% |
| 534 | Icom | A, B or C | Accessories | HM221T | HM221T | Microphone with DTMF keypad (IP55) for the F5400 series | -30% |
| 535 | Icom | A, B or C | Accessories | HM222 | HM222 | IP68 waterproof speaker microphone w/3.5mm accessory jack (14-pin connector) | -30% |
| 536 | Icom | A, B or C | Accessories | HM228 | HM228 | Compact IPX7 speaker mic for M93D | -30% |
| 537 | Icom | A, B or C | Accessories | HM230HB | HM230HB | CommandMic with 10-key (IP55) for IP501M | -30% |
| 538 | Icom | A, B or C | Accessories | HM231 | HM231 | Waterproof speaker microphone (A25) | -30% |
| 539 | Icom | A, B or C | Accessories | HM232 | HM232 | Hand microphone for ID4100 | -30% |
| 540 | Icom | A, B or C | Accessories | HM233GP | HM233GP | GPS microphone IP67 | -30% |
| 541 | Icom | A, B or C | Accessories | HM234 | HM234 | Aviation speaker mic (2-pin right angle connector) | -30% |
| 542 | Icom | A, B or C | Accessories | HM235B | HM235B | Black microphone for M330 | -30% |
| 543 | Icom | A, B or C | Accessories | HM235W | HM235W | White microphone for M330 | -30% |
| 544 | Icom | A, B or C | Accessories | HM236 | HM236 | Compact waterproof speaker microphone | -30% |
| 545 | Icom | A, B or C | Accessories | HM240 | HM240 | Waterproof aviation speaker mic (2-pin) | -30% |
| 546 | Icom | A, B or C | Accessories | HM241 | HM241 | Mobile microphone with emergency button for IP501M (IP54) | -30% |
| 547 | Icom | A, B or C | Accessories | HM75LS | HM75LS | Remote control speaker microphone with transmit indicator and earphone jack (right angle 2-pin, both stereo plug) | -30% |
| 548 | Icom | A, B or C | Accessories | HM-9000 | HM-9000 | Speaker microphone for the FR9010/9020 repeaters | -30% |
| 549 | Icom-Impact Radio Accessories | A, B or C | Accessories | HM-HD7l6WP | HM-HD7l6WP | Large waterproof, high gain speaker microphone with 3.5mm accessory jack (14-pin connector) | -30% |
| 550 | Icom-Impact Radio Accessories | A, B or C | Accessories | HM-HD7l7WP | HM-HD7l7WP | Large waterproof speaker microphone with 3.5mm accessory jack (right angle 2-pin screw down connector) | -30% |
| 551 | Icom | A, B or C | Accessories | HS102 | HS102 | Over the head headset with earphone. Allows for full-duplex operation and requires the OPC-2359. | -30% |
| 552 | Icom | A, B or C | Accessories | HS94 | HS94 | Earpiece headset; use with VS/OPC2004/OPC2006/OPC1392 | -30% |
| 553 | Icom | A, B or C | Accessories | HS94LWP | HS94LWP | Earhook headset with boom microphone with 2-pin screw down connector for hands-free operation. | -30% |
| 554 | Icom | A, B or C | Accessories | HS95 | HS95 | Headset with boom mic; use with VS/OPC2004/OPC2006/OPC1392 | -30% |
| 555 | Icom | A, B or C | Accessories | HS95LWP | HS95LWP | Behind-the-head type with boom microphone with 2-pin screw down connector | -30% |
| 556 | Icom | A, B or C | Accessories | HS97 | HS97 | Earphone with throat mic headset; use with VS/OPC2004/OPC2006/OPC1392 | -30% |
| 557 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | IABC1019 | IABC1019 | Heavy duty vehicular charger | -30% |
| 558 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | IA-BC171 | IA-BC171 | Heavy duty vehicular charger for the F3161/F4161 series | -30% |
| 559 | Icom | A, B or C | Accessories | IA-DH1095 | IA-DH1095 | Remote mounting kit for the F9511/F9521 dual head kit. Dual head, external speaker, speaker microphone, and separation cables are required. | -30% |
| 560 | Icom-Pryme Radio Products | A, B or C | Accessories | IAHM600 | IAHM600 | Heavy duty Bluetooth speaker microphone with loud audio, water/dust resistant & 40+ hours of talk time (charger included) | -30% |
| 561 | Icom-Schippers & Crew | A, B or C | Accessories | IAJB1001 | IAJB1001 | Extension cable junction box for RMK5 or RMK7 that allows installer to connect 2 OPC2367s together for 52ft of cable | -30% |
| 562 | Icom-Tate Technology | A, B or C | Accessories | IAOPC054 | IAOPC054 | Cable to wire the F5400/F6400 to an external speaker | -30% |
| 563 | Icom-Tessco | A, B or C | Accessories | IAOPC1003 | IAOPC1003 | USB to micro-USB 3ft cable | -30% |
| 564 | Icom | A, B or C | Accessories | IAOPC1075 | IAOPC1075 | F7500 mobile adapter cable to use with Motorola KVL3000/4000/5000 keyloaders. Requires the OPC1534 cable and a RJ45 female-to-female adapter. | -30% |
| 565 | Icom | A, B or C | Accessories | IAOPC1076 | IAOPC1076 | F7500 mobile adapter cable to use with the KVL125 keyloader. Requires the OPC-IAKVL1 cable and a RJ45 female-to-female adapter. | -30% |
| 566 | Icom-Innovative Circuit | A, B or C | Accessories | IAPS12 | IAPS12 | Power supply with cover for control station (120VAC; 20A) | -30% |
| 567 | Icom-Innovative Circuit | A, B or C | Accessories | IAPS12E | IAPS12E | Power supply with cover for control station (220VAC; 12A) for low and mid power only | -30% |
| 568 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS ANTRLY-D | IAS ANTRLY-D | 1RU dual antenna switch for FR9010/9020 | -30% |
| 569 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS ANTRLY-S | IAS ANTRLY-S | 1RU single antenna switch for FR9010/9020 | -30% |
| 570 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS BC-RHADPTR | IAS BC-RHADPTR | 100-240V charger adapter for use with the IAS OPC-RHUSB | -30% |
| 571 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS BC-RHCHG1 | IAS BC-RHCHG1 | 100-240V single unit charger for RedHawk mic | -30% |
| 572 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS BC-RHCHG12 | IAS BC-RHCHG12 | 100-240V 12 unit charger for the RedHawk mics | -30% |
| 573 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS BP-RHBATT1 | IAS BP-RHBATT1 | 3.8V 1200mAh battery for RedHawk mic | -30% |
| 574 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS CP-RHLP | IAS CP-RHLP | 12-24V cigarette lighter plug requiring 2 USB cables | -30% |
| 575 | Icom | A, B or C | Accessories | IAS CROSSBAND CONTROLLE | IAS CROSSBAND CONTROLLE | Analog gateway that provides an easy migration path from analog to digital technology | -30% |
| 576 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS CS-RHSW | IAS CS-RHSW | Utility software to upload stored tracks, optional PC programming, online demos. One per customer needed. | -30% |
| 577 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS OPC-RHI14 | IAS OPC-RHI14 | RedHawk 14-pin cable connects GPS mic to radio (works in analog, P25 digital and IDAS) | -30% |
| 578 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS OPC-RHI1D | IAS OPC-RHI1D | RedHawk cable connects GPS mic to P25 mobile radios (works in both analog and P25 digital). May require AFO mod on radio. | -30% |
| 579 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS OPC-RHI9 | IAS OPC-RHI9 | RedHawk 9-pin cable connects GPS mic to radio (works in analog only) | -30% |
| 580 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS OPC-RHUSB | IAS OPC-RHUSB | USB cable to connect mic with PC or charger adapter. One comes with each microphone. | -30% |
| 581 | Icom-Kirmuss & Associates | A, B or C | Accessories | IAS REDHAWK | IAS REDHAWK | Speaker microhpone with GPS receiver. LCD display shows basic orientation of all members within a group. Battery & USB cable included. Cable that hooks from microphone to radio is required. | -30% |
| 582 | Icom | A, B or C | Accessories | IASANTSW1 | IASANTSW1 | Single antenna switch for base station operation | -30% |
| 583 | Icom | A, B or C | Accessories | IASANTSW2 | IASANTSW2 | Dual antenna switch for base station operation | -30% |
| 584 | Icom-FIPLEX | A, B or C | Accessories | IASDP1001 | IASDP1001 | DC distribution panel 12/24VDC with remote power control and SNMP. It can manage up to 12 loads. | -30% |
| 585 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1001 | IASDUP1001 | 136-148 6 cavity 50W internal duplexer, 3MHz TX-RX separation | -30% |
| 586 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1002 | IASDUP1002 | 148-160 6 cavity 50W internal duplexer, 3MHz TX-RX separation | -30% |
| 587 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1003 | IASDUP1003 | 160-174 6 cavity 50W internal duplexer, 3MHz TX-RX separation | -30% |
| 588 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1004 | IASDUP1004 | 136-148 6 cavity 50W internal duplexer, 5MHz TX-RX separation | -30% |
| 589 | Icom-Amphenol Procom | A, B or C | Accessories | IASDUP1005 | IASDUP1005 | 148-160 6 cavity 50W internal duplexer, 5MHz TX-RX separation | -30% |
| 590 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1006 | IASDUP1006 | 160-174 6 cavity 50W internal duplexer, 5MHz TX-RX separation | -30% |
| 591 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1007 | IASDUP1007 | 136-148 6 cavity 50W internal duplexer, 10MHz TX-RX separation | -30% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| No. | Manufacturer | Product Catego ry | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 592 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1008 | IASDUP1008 | 148-160 6 cavity 50W internal duplexer, 10MHz TX-RX separation | -30% |
| 593 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1009 | IASDUP1009 | 160-174 6 cavity 50W internal duplexer, 10MHz TX-RX separation | -30% |
| 594 | Icom-EMR | A, B or C | Accessories | IASDUP1010 | IASDUP1010 | 144-190MHz 6 cavity 100W duplexer with 3MHz minimum TX-RX separation | -30% |
| 595 | Icom-Telewave | A, B or C | Accessories | IASDUP1012 | IASDUP1012 | 144-174MHz 6 cavity, 350W duplexer, 400kHz TX-RX separation; 32" tall | -30% |
| 596 | Icom-Amphenol Procom | A, B or C | Accessories | IASDUP1015 | IASDUP1015 | 152-175MHz 50W internal duplexer (6-15MHz minimum separation) | -30% |
| 597 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1035 | IASDUP1035 | 400-512 4 cavity 100W duplexer, 3MHz TX-RX separation | -30% |
| 598 | Icom-Procom A/S | A, B or C | Accessories | IASDUP1036 | IASDUP1036 | 400-440 6 cavity 50W internal duplexer, 5MHz TX-RX separation | -30% |
| 599 | Icom-Procom A/S | A, B or C | Accessories | IASDUP1037 | IASDUP1037 | 440-470 6 cavity 50W internal duplexer, 5MHz TX-RX separation | -30% |
| 600 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1038 | IASDUP1038 | 470-490 6 cavity 50W internal duplexer, 5MHz TX-RX separation | -30% |
| 601 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1039 | IASDUP1039 | 490-512 6 cavity 50W internal duplexer, 5MHz TX-RX separation | -30% |
| 602 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1040 | IASDUP1040 | 400-440 6 cavity 50W internal duplexer, 10MHz TX-RX separation | -30% |
| 603 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1041 | IASDUP1041 | 440-470 6 cavity 50W internal duplexer, 10MHz TX-RX separation | -30% |
| 604 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1042 | IASDUP1042 | 470-490 6 cavity 50W internal duplexer, 10MHz TX-RX separation | -30% |
| 605 | Icom-FIPLEX | A, B or C | Accessories | IASDUP1043 | IASDUP1043 | 490-512 6 cavity 50W internal duplexer, 10MHz TX-RX separation | -30% |
| 606 | Icom-EMR | A, B or C | Accessories | IASDUP1044 | IASDUP1044 | 440-512 6 cavity 100W duplexer with 3MHz minimum TX-RX separation | -30% |
| 607 | Icom | A, B or C | Accessories | IASDUP50CY | IASDUP50CY | CY5000/6000 internal duplexer assembly kit including RF jumpers and screws | -30% |
| 608 | Icom | A, B or C | Accessories | IASDUP50FR | IASDUP50FR | FR5000/6000 internal duplexer assembly kit including RF jumpers, mounting bracket and screws | -30% |
| 609 | Icom-RF Technology | A, B or C | Accessories | IASE2PA506 | IASE2PA506 | 440-470MHz 100W 2RU power amplifier; 19" rack mountable; requires 13.8V power supply | -30% |
| 610 | Icom-RF Technology | A, B or C | Accessories | IASE2PA507 | IASE2PA507 | 470-490MHz 100W 2RU power amplifier; 19" rack mountable; requires 13.8V power supply | -30% |
| 611 | Icom-RF Technology | A, B or C | Accessories | IASE2PA511 | IASE2PA511 | 470-490MHz 100W 2RU additional power amplifier (fits next to IASE2PA507 in chassis) | -30% |
| 612 | Icom-Innovative Circuit | A, B or C | Accessories | IASIV1300 | IASIV1300 | Site inverter 300W 12/24VDC; 1RU 19" rack mountable | -30% |
| 613 | Icom-THALES | A, B or C | Accessories | IASKF7P | IASKF7P | System Owner Master Key (SOMK); USB Dongle and CS-F7500ASK "P25 Advanced System Key (ASK) Manager Application" Note: Available only to P25 trunking system owners and requires the completion of the "P25 System Key Request Form" by the P25 Trunking System Owner | -30% |
| 614 | Icom-THALES | A, B or C | Accessories | IASKF7S | IASKF7S | Accessory Advanced System Key (AASK) USB dongle required for programming P25 trunking parameters. Note: shipped unprogrammed; requires P25 trunking system owner to program | -30% |
| 615 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | IASMNT1005 | IASMNT1005 | Internal universal accessory mounting plate - use to mount duplexers/pre-selectors into FR5000/FR6000 | -30% |
| 616 | Icom-Walker Component Group | A, B or C | Accessories | IASMNT1028 | IASMNT1028 | 28x19, 16U desktop 2-post rack; 350lb weight capacity | -30% |
| 617 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | IASMNT1030 | IASMNT1030 | 30" (17RU) locking indoor cabinet | -30% |
| 618 | Icom-Radar | A, B or C | Accessories | IASMNT1042 | IASMNT1042 | 42x19 welded steel 2-post rack; 24U, 1,500lb weight capacity | -30% |
| 619 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | IASMNT1046 | IASMNT1046 | 46" (26RU) locking indoor cabinet | -30% |
| 620 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | IASMNT1060 | IASMNT1060 | 60" (34RU) locking indoor cabinet | -30% |
| 621 | Icom-Walker Component Group | A, B or C | Accessories | IASMNT1063 | IASMNT1063 | 63x19 welded steel 2-post rack; 63U, 1,500lb weight capacity | -30% |
| 622 | Icom-Radar | A, B or C | Accessories | IASMNT1070 | IASMNT1070 | 70x19 welded steel 2-post rack; 40U, 1,500lb weight capacity | -30% |
| 623 | Icom-Innovative Circuit | A, B or C | Accessories | IASMNT1100 | IASMNT1100 | 20A power supply rackmount kit; holds 1 or 2 power supplies | -30% |
| 624 | Icom-Innovative Circuit | A, B or C | Accessories | IASMNT1102 | IASMNT1102 | 19" 2RU rack mount tray for 20A power supply; holds up to 2 units | -30% |
| 625 | Icom-Tessco | A, B or C | Accessories | IASMNT1105 | IASMNT1105 | Battery charger rackmount kit holds 1 to 2 chargers | -30% |
| 626 | Icom-Crescend Technologies | A, B or C | Accessories | IASPA510 | IASPA510 | 144-154MHz 100W out, 2-5W in, 4RU power amplifier; 19" rack mountable | -30% |
| 627 | Icom-Crescend Technologies | A, B or C | Accessories | IASPA520 | IASPA520 | 152-162MHz 100W out, 2-5W in, 4RU power amplifier; 19" rack mountable | -30% |
| 628 | Icom-FIPLEX | A, B or C | Accessories | IASPR1002 | IASPR1002 | 150-174MHz 4 cavity pre-selector (assembly kit required with FR5000) | -30% |
| 629 | Icom-FIPLEX | A, B or C | Accessories | IASPR1010 | IASPR1010 | 400-440MHz 4 cavity pre-selector (assembly kit required with FR6000) | -30% |
| 630 | Icom-FIPLEX | A, B or C | Accessories | IASPR1011 | IASPR1011 | 440-520MHz 4 cavity pre-selector (assembly kit required with FR6000) | -30% |
| 631 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | IASPR50FR | IASPR50FR | FR5000/6000 internal pre-selector assembly kit including RF jumpers, mounting bracket and screws | -30% |
| 632 | Icom-Innovative Circuit | A, B or C | Accessories | IASPS1022 | IASPS1022 | 12v/30A power supply/battery charger - 1RU rack mountable with IASMNT1105 | -30% |
| 633 | Icom-Innovative Circuit | A, B or C | Accessories | IASPS1220 | IASPS1220 | 20A power supply 13.8VDC; requires mount for use in rack (IASMNT1102) | -30% |
| 634 | Icom-Innovative Circuit | A, B or C | Accessories | ICT CS120-20A/IC06 | ICT CS120-20A/IC06 | 110V power supply & cabinet for control station use on P25 radios | -30% |
| 635 | Icom-Innovative Circuit | A, B or C | Accessories | ICT CS120-20AG/IC04 | ICT CS120-20AG/IC04 | 110V power supply and cabinet for control station use for F5011/5021/F5121/F5220 | -30% |
| 636 | Icom-Innovative Circuit | A, B or C | Accessories | ICT CS120-20AG/IC09 | ICT CS120-20AG/IC09 | 110V power supply and cabinet for control station use for F5061/6061 | -30% |
| 637 | Icom-Innovative Circuit | A, B or C | Accessories | ICT CS120-30A/IC08 | ICT CS120-30A/IC08 | 110V power supply and cabinet for control station use for F9511HT | -30% |
| 638 | Icom-Innovative Circuit | A, B or C | Accessories | ICT IC04 220V | ICT IC04 220V | 220V power supply and cabinet for control station use for F5011/5021 | -30% |
| 639 | Icom-Innovative Circuit | A, B or C | Accessories | ICT IC06 220V | ICT IC06 220V | 220V power supply & cabinet for control station use on P25 radios | -30% |
| 640 | Icom-Innovative Circuit | A, B or C | Accessories | ICT IC09 220V | ICT IC09 220V | 220V power supply and cabinet for control station use for F5061/6061 | -30% |
| 641 | Icom-Innovative Circuit | A, B or C | Accessories | ICT ICO11 | ICT ICO11 | 120V power supply and cabinet for base station use for A120 | -30% |
| 642 | Icom-Innovative Circuit | A, B or C | Accessories | ICT ICO11 220V | ICT ICO11 220V | 220V power supply and cabinet for control station use for A120 | -30% |
| 643 | Icom-Impact Radio Accessories | A, B or C | Accessories | IMPACT HD3-I3 | IMPACT HD3-I3 | Heavy duty speaker mic w/3.5mm accessory jack (2-pin screw down connector) | -30% |
| 644 | Icom-Impact Radio Accessories | A, B or C | Accessories | IMPACT HD3-I5 | IMPACT HD3-I5 | Heavy duty use speaker mic with 3.5mm accessory jack (9-pin) | -30% |
| 645 | Icom-Impact Radio Accessories | A, B or C | Accessories | IMPACT HD3-I6 | IMPACT HD3-I6 | Lightweight heavy duty use speaker mic with 3.5mm accessory jack (14-pin connector) | -30% |
| 646 | Icom | A, B or C | Accessories | ISL-3 | ISL-3 | P25 trunking upgrade for the F9011/9511 series radios | -30% |
| 647 | Icom | A, B or C | Accessories | ISL-AK25K | ISL-AK25K | Add 25kHz into the radio | -30% |
| 648 | Icom | A, B or C | Accessories | ISL-AKAES | ISL-AKAES | AES activation code for F3400/F5400 series | -30% |
| 649 | Icom | A, B or C | Accessories | ISL-AKSTM | ISL-AKSTM | Add front panel programming/tactical group functions | -30% |
| 650 | Icom | A, B or C | Accessories | ISL-CHEX | ISL-CHEX | Memory channel expansion (4000 CH) | -30% |
| 651 | Icom | A, B or C | Accessories | ISL-P25AES | ISL-P25AES | AES activation key enables AES in radio (requires UT134 or UT125 FIPS-2) | -30% |
| 652 | Icom | A, B or C | Accessories | ISL-P25DS | ISL-P25DS | P25 packet data service (GPS/text) license | -30% |
| 653 | Icom | A, B or C | Accessories | ISL-P25FP | ISL-P25FP | Front panel programming | -30% |
| 654 | Icom | A, B or C | Accessories | ISL-P25P2 | ISL-P25P2 | P25 Phase 2 trunking license (Phase 1 license required) | -30% |
| 655 | Icom | A, B or C | Accessories | ISL-P25TR | ISL-P25TR | P25 Phase 1 trunking license | -30% |
| 656 | Icom | A, B or C | Accessories | ISL-P25VS | ISL-P25VS | P25 conventional voting scan license | -30% |
| 657 | Icom | A, B or C | Accessories | ISL-P25W | ISL-P25W | Enable 25kHz in the F7010/F7510 radios | -30% |
| 658 | Icom | A, B or C | Accessories | ISL-UGMTR | ISL-UGMTR | Type D trunking license for single and multi-site trunking | -30% |
| 659 | Icom | A, B or C | Accessories | IUK2CMA | IUK2CMA | Dual COMMANDMIC adapter | -30% |
| 660 | Icom | A, B or C | Accessories | K220A | K220A | Aviation mobile antenna with a magnetic mount | -30% |
| 661 | Icom | A, B or C | Accessories | K220C | K220C | Aviation mobile antenna with a rooftop hole mount | -30% |
| 662 | Icom-Kirmuss & Associates | A, B or C | Accessories | KA KVL125 | KA KVL125 | KVL unit powered by 9-volt battery | -30% |
| 663 | Icom-Klein Electronics | A, B or C | Accessories | KLEIN DOUBLE AGENT-S8 | KLEIN DOUBLE AGENT-S8 | 2-Wire Kit D-Ring Earloop for F50/F60 | -30% |
| 664 | Icom-Laird Technologies | A, B or C | Accessories | LAIRD EXH 160 MXI | LAIRD EXH 160 MXI | 155-160MHz antenna | -30% |
| 665 | Icom-Pulse Electronics | A, B or C | Accessories | LARSEN SPHL10160IC | LARSEN SPHL10160IC | 151-163MHz helical ¼ wave antenna center tuned to 157MHz | -30% |
| 666 | Icom | A, B or C | Accessories | LC159 | LC159 | Leather carrying case for the A6/A24 | -30% |
| 667 | Icom | A, B or C | Accessories | LC189 | LC189 | R30 carrying case | -30% |
| 668 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF1000S | LCF1000S | Leather carrying case with a swivel for F1000/2000/D non display radios | -30% |
| 669 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF1000SS | LCF1000SS | Leather carrying case with a swivel belt loop and cutout for the display for the F1000S/2000S | -30% |
| 670 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF1000TS | LCF1000TS | Leather case for the F1000T/2000T with a full keypad cutout with a swivel loop | -30% |
| 671 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF1034SW | LCF1034SW | Leather case with swivel belt loop and D-ring; no display cutout for the F3400D | -30% |
| 672 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF1035SW | LCF1035SW | Leather case with swivel belt loop and D-ring; display cutout for the F3400DS & F7010S | -30% |
| 673 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF1036SW | LCF1036SW | Leather case with swivel belt loop and D-ring; display & full keypad cutout for the F3400DT & F7010T | -30% |
| 674 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF1052S | LCF1052S | Leather case with swivel belt loop and D-ring for the F52D | -30% |
| 675 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF14 SWIVEL | LCF14 SWIVEL | Leather carrying case with a swivel F14/24 & F3011/4011 radios | -30% |
| 676 | Icom-Bee Electronics | A, B or C | Accessories | LCF21 CLIP | LCF21 CLIP | Leather carrying case with a clip F11/21 radios | -30% |
| 677 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF3000 SWIVEL | LCF3000 SWIVEL | Leather carrying case with a swivel for the F3001/4001 & F3101D/4101D radios | -30% |
| 678 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF3021S SWIVEL | LCF3021S SWIVEL | Leather carrying case with a metal swivel clip and cutout for the display | -30% |
| 679 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF3061S SWIVEL | LCF3061S SWIVEL | Leather case for the F3161/4161 with a swivel clip | -30% |
| 680 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF3061T SWIVEL | LCF3061T SWIVEL | Leather case for the F3161/4161 with a full keypad cutout with a swivel belt clip | -30% |
| 681 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF3261S SWIVEL | LCF3261S SWIVEL | Leather carrying case with a swivel clip and cutout for the display for F3261 | -30% |
| 682 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF3261T SWIVEL | LCF3261T SWIVEL | Leather carrying case with a swivel clip and cutout for the DTMF keypad for F3261 series | -30% |
| 683 | Icom-Bee Electronics | A, B or C | Accessories | LCF70 CLIP | LCF70 CLIP | Leather case with a metal clip and DTMF keypad cutout for the F70/80 series radios. | -30% |
| 684 | Icom-Bee Electronics | A, B or C | Accessories | LCF70S LOOP | LCF70S LOOP | Leather case with a belt loop for the F70/80 series radios. Case is not IS approved with any of our IS radios. | -30% |
| 685 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF9011S SWIVEL | LCF9011S SWIVEL | Leather carrying case with a swivel clip for the F9011/9021 radios without a full keypad | -30% |
| 686 | Icom-A.W. Enterprises | A, B or C | Accessories | LCF9011T SWIVEL | LCF9011T SWIVEL | Leather carrying case with a swivel clip for the F9011T/9021T radios with a full keypad cutout | -30% |
| 687 | Icom | A, B or C | Accessories | M422 MMB | M422 MMB | Black mounting bracket for M412/M422 | -30% |
| 688 | Icom | A, B or C | Accessories | M422SW MMB | M422SW MMB | Mounting bracket super white M412/M422 | -30% |
| 689 | Icom | A, B or C | Accessories | M504B MMB | M504B MMB | Black mounting bracket for M504/M502 | -30% |
| 690 | Icom | A, B or C | Accessories | M504G MMB | M504G MMB | Gray mounting bracket for M504/M502 | -30% |
| 691 | Icom | A, B or C | Accessories | M602 MMB | M602 MMB | Black Mounting Bracke M602 01 | -30% |
| 692 | Icom | A, B or C | Accessories | M802 CHEA | M802 CHEA | An adaptor that allows 2 control cables to be hooked together for long distance between the head and the radio | -30% |
| 693 | Icom | A, B or C | Accessories | M802 MMB | M802 MMB | Mounting Bracket M802 | -30% |
| 694 | Icom-ASAP Metal Fabricators | A, B or C | Accessories | MB VP3 | MB VP3 | Rack mounting shelf for VEPG3/IP1000C | -30% |
| 695 | Icom | A, B or C | Accessories | MB103 | MB103 | Alligator belt clip | -30% |
| 696 | Icom | A, B or C | Accessories | MB103Y | MB103Y | Yellow alligator belt clip for the GM1600 | -30% |
| 697 | Icom | A, B or C | Accessories | MB109 | MB109 | Belt clip for the M34/M36/M92D | -30% |
| 698 | Icom | A, B or C | Accessories | MB115 | MB115 | Standard belt clip for F9011 series | -30% |
| 699 | Icom | A, B or C | Accessories | MB118 | MB118 | Mounting bracket for the IC-7200 | -30% |
| 700 | Icom | A, B or C | Accessories | MB121 | MB121 | Carrying handle for 7610 | -30% |
| 701 | Icom | A, B or C | Accessories | MB123 | MB123 | Carrying handle for 7300/9100/7410 | -30% |
| 702 | Icom | A, B or C | Accessories | MB124 | MB124 | Alligator type belt clip | -30% |
| 703 | Icom | A, B or C | Accessories | MB126 | MB126 | Mounting bracket for F8101 | -30% |
| 704 | Icom | A, B or C | Accessories | MB127 | MB127 | Alligator belt clip | -30% |
| 705 | Icom | A, B or C | Accessories | MB130 | MB130 | Vehicle charger bracket holds rapid charger and requires cigarette lighter cable | -30% |
| 706 | Icom | A, B or C | Accessories | MB132 | MB132 | Flush mount kit for M324/G/M424/G | -30% |
| 707 | Icom | A, B or C | Accessories | MB133 | MB133 | Alligator type belt clip | -30% |
| 708 | Icom | A, B or C | Accessories | MB135 | MB135 | Alligator type belt clip | -30% |
| 709 | Icom | A, B or C | Accessories | MB136 | MB136 | Swivel belt clip for F1000/F3400/F7010/F52D/M85 series | -30% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| No. | Manufacturer | Product Catergory | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 710 | Icom | A, B or C | Accessories | MB23 | MB23 | Carry handle and mounting hardware for the IC-718/77/707/821H/R8500/R75 | -30% |
| 711 | Icom | A, B or C | Accessories | MB2730B | MB2730B | Base station mount (MBF4 + MBA4) | -30% |
| 712 | Icom | A, B or C | Accessories | MB2730R | MB2730R | Remote head kit w/mobile bracket (MBF4 + MBA5) | -30% |
| 713 | Icom | A, B or C | Accessories | MB2730R1 | MB2730R1 | Glass mount remote head kit w/mobile bracket (MBF1+MBF4+MBA5) | -30% |
| 714 | Icom | A, B or C | Accessories | MB28H | MB28H | Universal mounting bracket for small Amateur mobiles. Radio Width 141mm (5.5") screw spacing 50mm (2.0") One radio mounting hole fixed, one adjustable. 27/28/228H/229H/2350H/2710H/2720H/2200H/207H/208H | -30% |
| 715 | Icom | A, B or C | Accessories | MB53 | MB53 | Mobile mounting bracket that includes HM176 microphone, SP35 external speaker, MBA-3 rear panel adapter, and harness for A200/A210/A220 | -30% |
| 716 | Icom | A, B or C | Accessories | MB62 | MB62 | Main Unit mounting bracket for the 706 Series, 703 Series, 7000 & 7100 | -30% |
| 717 | Icom | A, B or C | Accessories | MB69 | MB69 | Flush mount kit for mounting controller or speaker to a panel M200/M412/M302/M402/M45/M304/M422 | -30% |
| 718 | Icom | A, B or C | Accessories | MB74N | MB74N | Alligator Clip for BP209 & BP210 (non N version batteries) | -30% |
| 719 | Icom | A, B or C | Accessories | MB75 | MB75 | Flush mount kit for mounting controller or speaker to a panel for M506/M605/M802/M504/M604/MA500TR/M502/M602 | -30% |
| 720 | Icom | A, B or C | Accessories | MB86 | MB86 | Swivel belt clip that screws into back of radio | -30% |
| 721 | Icom | A, B or C | Accessories | MB92 | MB92 | Dust cover M304/402 series | -30% |
| 722 | Icom | A, B or C | Accessories | MB93 | MB93 | Swivel belt clip | -30% |
| 723 | Icom | A, B or C | Accessories | MB94 | MB94 | Alligator belt clip | -30% |
| 724 | Icom | A, B or C | Accessories | MB94EX | MB94EX | Blue alligator belt clip for F3201DEX/4201DEX | -30% |
| 725 | Icom | A, B or C | Accessories | MB94R | MB94R | Alligator belt clip with long clip that angles the antenna/top of radio off the body | -30% |
| 726 | Icom | A, B or C | Accessories | MB96N | MB96N | Swivel belt hanger to use with standard belt clip | -30% |
| 727 | Icom | A, B or C | Accessories | MB98 | MB98 | Standard belt clip for the F50/60 & M88 | -30% |
| 728 | Icom | A, B or C | Accessories | MB99A | MB99A | Wall mounting bracket VEPG3/IP1000C | -30% |
| 729 | Icom | A, B or C | Accessories | MBA1 | MBA1 | Controller bracket for 7100 | -30% |
| 730 | Icom | A, B or C | Accessories | MBA2 | MBA2 | Remote head mounting bracket for the ID5100A | -30% |
| 731 | Icom | A, B or C | Accessories | MBA3 | MBA3 | Rear panel adapter with a card edge connector for the A220 | -30% |
| 732 | Icom | A, B or C | Accessories | MBA4 | MBA4 | Bracket to attach the controller to the main unit | -30% |
| 733 | Icom | A, B or C | Accessories | MBA5 | MBA5 | Bracket to attach the controller to the MBF-1 | -30% |
| 734 | Icom | A, B or C | Accessories | MBA7 | MBA7 | Bracket adapter for the BC-218 | -30% |
| 735 | Icom | A, B or C | Accessories | MBA8 | MBA8 | Controller bracket for ID4100A | -30% |
| 736 | Icom | A, B or C | Accessories | MBB3 | MBB3 | Standard belt clip | -30% |
| 737 | Icom | A, B or C | Accessories | MBB5 | MBB5 | Belt clip for SAT100 | -30% |
| 738 | Icom | A, B or C | Accessories | MBF1 | MBF1 | Remote head mount. Adhesive pad and adjustable pivot points holds it securely. Requires MBA5, MBA7 or MBA8. | -30% |
| 739 | Icom | A, B or C | Accessories | MBF4 | MBF4 | Mounting bracket for the ID5100 | -30% |
| 740 | Icom | A, B or C | Accessories | MBF5 | MBF5 | Flush mount kit for M330 series | -30% |
| 741 | Icom | A, B or C | Accessories | MN100 | MN100 | Antenna matcher. Matches the transceiver to a dipole antenna. Covers all HF bands from 1.5 to 30MHz. Two 8m antenna wires come standard. | -30% |
| 742 | Icom | A, B or C | Accessories | MN100L | MN100L | Antenna matcher. Matches the transceiver to a long wire antenna. Covers all HF bands from 1.5 to 30mhz. One 15m antenna comes standard. | -30% |
| 743 | Icom-PCTEL | A, B or C | Accessories | MOUNT 1 | MOUNT 1 | NMO Permanent Mount, 17ft RG58 cable, PL259 connector | -30% |
| 744 | Icom-PCTEL | A, B or C | Accessories | MOUNT 2 | MOUNT 2 | Trunk Lid Mount/HD, BRKT, 45 DEG CBL, 58A/U PL259 | -30% |
| 745 | Icom-PCTEL | A, B or C | Accessories | MOUNT 3 | MOUNT 3 | Black Magnetic Mount - 3 1/4" diameter, 12ft RG58 cable w/PL259 connector | -30% |
| 746 | Icom-OEM PC World | A, B or C | Accessories | MSD CARD | MSD CARD | 32GB micro SD card | -30% |
| 747 | Icom | A, B or C | Accessories | MXG5000S | MXG5000S | GPS receiver | -30% |
| 748 | Icom-A.W. Enterprises | A, B or C | Accessories | NC100H | NC100H | Nylon case with a clip for the IP100H/IP501H | -30% |
| 749 | Icom-A.W. Enterprises | A, B or C | Accessories | NCA25 | NCA25 | Nylon case for the A25 | -30% |
| 750 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF1000C | NCF1000C | Nylon carrying case with a clip for the F1000/2000/D non display radios | -30% |
| 751 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF1000SC | NCF1000SC | Nylon carrying case with a clip and cutout for the display F1000S/2000S | -30% |
| 752 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF1000TC | NCF1000TC | Nylon carrying case with a clip and cutout for the display and keypad F1000T/2000T | -30% |
| 753 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF1034C | NCF1034C | Nylon case with metal clip without display cutout for the F3400D | -30% |
| 754 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF1035C | NCF1035C | Nylon case with metal clip with display cutout; F3400DS/F7010S | -30% |
| 755 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF1036C | NCF1036C | Nylon case with metal clip with full keypad cutout; F3400DT/F7010T | -30% |
| 756 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF1052C | NCF1052C | Nylon case for the F52D with a clip | -30% |
| 757 | Icom-Bee Electronics | A, B or C | Accessories | NCF21 LOOP | NCF21 LOOP | Nylon carrying case with a loop F11/21 radios | -30% |
| 758 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF3000 CLIP | NCF3000 CLIP | Nylon carrying case with a clip for the F3001/4001 & F3101D/4101D radios | -30% |
| 759 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF3021S CLIP | NCF3021S CLIP | Nylon carrying case with a clip and cutout for the display | -30% |
| 760 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF3061S LOOP | NCF3061S LOOP | Nylon case with a loop for the F3161S/4161S radios without a DTMF cutout | -30% |
| 761 | Icom-Bee Electronics | A, B or C | Accessories | NCF3061T LOOP | NCF3061T LOOP | Nylon carrying case with a loop for the F3161T/4161T radios with a full keypad | -30% |
| 762 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF30G LOOP | NCF30G LOOP | Nylon carrying case with a loop for the F30G/40G & M36 radios | -30% |
| 763 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF3261S CLIP | NCF3261S CLIP | Nylon carrying case with a clip and cutout for the display for F3261 series | -30% |
| 764 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF3261T CLIP | NCF3261T CLIP | Nylon carrying case with a clip and cutout for the DTMF keypad for F3261 series | -30% |
| 765 | Icom-A.W. Enterprises | A, B or C | Accessories | NCF9011T CLIP | NCF9011T CLIP | Nylon carrying case with a clip for the F9011T/9021T radios with a full keypad | -30% |
| 766 | Icom-Holsterguydotcom | A, B or C | Accessories | NCP1 | NCP1 | Nylon chest pack | -30% |
| 767 | Icom | A, B or C | Accessories | OPC025D | OPC025D | 12V DC power cord with 6-pin connector for HF radios (718/706MK2/G/756PRO/2) | -30% |
| 768 | Icom | A, B or C | Accessories | OPC1000 | OPC1000 | 6.1m/20ft connection cable to use with the HM126RB/RG/HM205RB/HM157 (mounting hardware req.) | -30% |
| 769 | Icom | A, B or C | Accessories | OPC1106 | OPC1106 | Seperation cable between controller and main unit (16.4ft) for M802 | -30% |
| 770 | Icom | A, B or C | Accessories | OPC1107A | OPC1107A | M802 Main Unit DC PC | -30% |
| 771 | Icom | A, B or C | Accessories | OPC1122U | OPC1122U | PC to mobile radio programming cloning cable with USB connector. | -30% |
| 772 | Icom | A, B or C | Accessories | OPC1132 | OPC1132 | DC power cable (9.8ft) with 2-pin T connector. | -30% |
| 773 | Icom | A, B or C | Accessories | OPC1147N | OPC1147N | Shielded control cable to connect the M802 to the AT140 (10m) | -30% |
| 774 | Icom | A, B or C | Accessories | OPC1156 | OPC1156 | Remote head extension cable (3.5m) | -30% |
| 775 | Icom | A, B or C | Accessories | OPC1174 | OPC1174 | M602/M604 DC power cord | -30% |
| 776 | Icom | A, B or C | Accessories | OPC1392 | OPC1392 | Headset adapter to use with HS94/95/97 for the M73/M72/GM1600/M90 | -30% |
| 777 | Icom | A, B or C | Accessories | OPC1457 | OPC1457 | DC power cord with 4-pin connector and 30A fuse for 7000/7200/7410/7600/9100 | -30% |
| 778 | Icom | A, B or C | Accessories | OPC1465 | OPC1465 | 32.8ft shielded control cable from AT140 to M803 | -30% |
| 779 | Icom | A, B or C | Accessories | OPC1529R | OPC1529R | Data cable (RS232 to 3.5mm) | -30% |
| 780 | Icom | A, B or C | Accessories | OPC1532 | OPC1532 | Radio to radio cloning cable between P25 mobile radios | -30% |
| 781 | Icom | A, B or C | Accessories | OPC1533 | OPC1533 | Radio to radio cloning cable between F1721/2721/D series mobiles & F70/80/D portable radios | -30% |
| 782 | Icom-Otto Engineering | A, B or C | Accessories | OPC1534 | OPC1534 | Key Loader cable for P25 radio to KVL3000/4000. For portables: requires OPC-1871, RJ45 female to RJ45 female & 8920001690. For mobiles: requires RJ45 female to RJ45 female & 8920001690. | -30% |
| 783 | Icom | A, B or C | Accessories | OPC1536 | OPC1536 | Radio to radio cloning cable between F70/80/D portable radios | -30% |
| 784 | Icom | A, B or C | Accessories | OPC1540 | OPC1540 | 6.1m/20ft connection cable to use with the COMMANDMIC III/IV (mounting hardware required) | -30% |
| 785 | Icom | A, B or C | Accessories | OPC1541 | OPC1541 | 6.1m/20ft extension cable to use with the COMMANDMIC III/IV with the OPC1540. Up to 2 OPC-1541 can be connected. | -30% |
| 786 | Icom | A, B or C | Accessories | OPC1655 | OPC1655 | Cloning cable adapter for M25/M36/M93D | -30% |
| 787 | Icom | A, B or C | Accessories | OPC1862 | OPC1862 | USB programming cloning cable for radios with 14-pin connector | -30% |
| 788 | Icom | A, B or C | Accessories | OPC1870 | OPC1870 | Radio to radio cloning cable between two 14-pin connector portable radios | -30% |
| 789 | Icom | A, B or C | Accessories | OPC1871 | OPC1871 | Radio to radio cloning cable between 14-pin connector portable & mobile radio; used in conjunction with the OPC1534 for encryption key loading on the F7010 portable series | -30% |
| 790 | Icom | A, B or C | Accessories | OPC1939 | OPC1939 | D-Sub 15-pin ACC cable. Connects with a PC, external speaker, external channel control, ignition sense line or vehicle horn | -30% |
| 791 | Icom | A, B or C | Accessories | OPC1962 | OPC1962 | DC power cord for F9511HT | -30% |
| 792 | Icom | A, B or C | Accessories | OPC2004 | OPC2004 | Adapter plug to to use the HS94/95/97 for the F3001/4001/3101D/4101D & V80 | -30% |
| 793 | Icom | A, B or C | Accessories | OPC2004LA | OPC2004LA | VOX conversion cable to to use the HS-97 for the F1000/D products | -30% |
| 794 | Icom | A, B or C | Accessories | OPC2006LS | OPC2006LS | Adapter plug with VOX and no PTT to to use with the HS94/95/97 | -30% |
| 795 | Icom | A, B or C | Accessories | OPC2078 | OPC2078 | D-Sub 25-pin ACC cable. Connects with a PC, external speaker, external channel control, ignition sense line or vehicle horn | -30% |
| 796 | Icom | A, B or C | Accessories | OPC2091 | OPC2091 | Cloning cable adapter for M24 | -30% |
| 797 | Icom | A, B or C | Accessories | OPC2144 | OPC2144 | Right angle plug adapter cable to plug old straight pin connector headsets into (required to use with OPC478 when programming radios) | -30% |
| 798 | Icom | A, B or C | Accessories | OPC2218LU | OPC2218LU | Cloning/data cable with USB connector for ID51A/ID31A/5100A/7100 | -30% |
| 799 | Icom | A, B or C | Accessories | OPC2253 | OPC2253 | 3.5m (11ft) separation cable | -30% |
| 800 | Icom | A, B or C | Accessories | OPC2254 | OPC2254 | 5m (16ft) separation cable | -30% |
| 801 | Icom | A, B or C | Accessories | OPC2273 | OPC2273 | 5m audio connection cable between the VEPG3 and the M604A (Waterproof 8-pin connector). | -30% |
| 802 | Icom | A, B or C | Accessories | OPC2275 | OPC2275 | 5m audio connection cable between the VEPG3 and the F5061/D series or A120 (RJ-45 modular plug connector with speaker | -30% |
| 803 | Icom | A, B or C | Accessories | OPC2276 | OPC2276 | 5m audio connection cable between the VEPG3 and the HM152/SM26 (Modular jack connector with speaker jack) | -30% |
| 804 | Icom | A, B or C | Accessories | OPC2308 | OPC2308 | GPS/External modem connection cable | -30% |
| 805 | Icom | A, B or C | Accessories | OPC2309 | OPC2309 | Antenna tuner control cable for AT140/AH740 for F8101 (10M or 32.8ft) | -30% |
| 806 | Icom | A, B or C | Accessories | OPC2321 | OPC2321 | Control cable adapter to 4 pin type for AH740 | -30% |
| 807 | Icom | A, B or C | Accessories | OPC2328 | OPC2328 | Adapter plug with PTT to to use with the HS94/95/97 | -30% |
| 808 | Icom | A, B or C | Accessories | OPC2338 | OPC2338 | 14-pin programming cable plus transparent data transfer | -30% |
| 809 | Icom | A, B or C | Accessories | OPC2344 | OPC2344 | Modular connector programming cable plus Type-C NXDN transparent data transfer for F5360D/4360D | -30% |
| 810 | Icom | A, B or C | Accessories | OPC2350LU | OPC2350LU | Smart phone data cable | -30% |
| 811 | Icom | A, B or C | Accessories | OPC2359 | OPC2359 | PTT switch cable | -30% |
| 812 | Icom | A, B or C | Accessories | OPC2361 | OPC2361 | DC power cord with 25A fuse for 718/78/7300 | -30% |
| 813 | Icom | A, B or C | Accessories | OPC2362 | OPC2362 | Handheld to mobile zone copy cable (14-pin to 10-pin DIM) | -30% |
| 814 | Icom | A, B or C | Accessories | OPC2363 | OPC2363 | 10-pin DIM programming cable | -30% |
| 815 | Icom | A, B or C | Accessories | OPC2364 | OPC2364 | 1.9m/6.2ft separation cable for RMK5/RMK7 | -30% |
| 816 | Icom | A, B or C | Accessories | OPC2365 | OPC2365 | 3m/9.8ft separation cable for RMK5/RMK7 | -30% |
| 817 | Icom | A, B or C | Accessories | OPC2366 | OPC2366 | 5m/16.4ft separation cable for RMK5/RMK7 | -30% |
| 818 | Icom | A, B or C | Accessories | OPC2367 | OPC2367 | 8m/26.2ft separation cable for RMK5/RMK7 | -30% |
| 819 | Icom | A, B or C | Accessories | OPC2373 | OPC2373 | 1.9m/6.2ft separation cable for HM218 | -30% |
| 820 | Icom | A, B or C | Accessories | OPC2374 | OPC2374 | 8m/26.2ft separation cable for HM218 | -30% |
| 821 | Icom | A, B or C | Accessories | OPC2377 | OPC2377 | 32.8ft extension cable for RC-M600 | -30% |
| 822 | Icom-Pilot Communications | A, B or C | Accessories | OPC2379 | OPC2379 | Headset adapter cable for A25 | -30% |
| 823 | Icom | A, B or C | Accessories | OPC2382 | OPC2382 | Conversion cable to program M605 (links OPC478UC to M605) | -30% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915



| No. | Manufacturer | Product Category | Product Group | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|---|
| 824 | Icom | A, B or C | Accessories | OPC2383 | OPC2383 | 32.8ft connection cable for RC-M600 | -30% |
| 825 | Icom | A, B or C | Accessories | OPC2384 | OPC2384 | 12-pin to 8-pin conversion cable to connect HM195 to M605 (1 cable required per HM195) | -30% |
| 826 | Icom | A, B or C | Accessories | OPC2389 | OPC2389 | Cable connecting serial device w/RS232 | -30% |
| 827 | Icom | A, B or C | Accessories | OPC2390 | OPC2390 | Cable connecting VEPG4 to FR5000/6000 | -30% |
| 828 | Icom | A, B or C | Accessories | OPC2401 | OPC2401 | Headset adapter with screw down connector (A16) | -30% |
| 829 | Icom | A, B or C | Accessories | OPC2407 | OPC2407 | D-SUB 25-pin connector for the IP501M | -30% |
| 830 | Icom | A, B or C | Accessories | OPC2412 | OPC2412 | Connection cable between VEPG4 & SAT100 | -30% |
| 831 | Icom | A, B or C | Accessories | OPC2422 | OPC2422 | 5M extension cable between the SAT100 and AH40. | -30% |
| 832 | Icom | A, B or C | Accessories | OPC254L | OPC254L | Power supply cable; 10-14V DC required for high power output | -30% |
| 833 | Icom | A, B or C | Accessories | OPC344 | OPC344 | A110/A120 power cord | -30% |
| 834 | Icom | A, B or C | Accessories | OPC440 | OPC440 | Microphone extension cable (RJ-45 M/F) (16.4ft) | -30% |
| 835 | Icom | A, B or C | Accessories | OPC478UC | OPC478UC | USB programming cable (2-pin connectors handhelds) | -30% |
| 836 | Icom | A, B or C | Accessories | OPC510 | OPC510 | AC power cable for the 7800/7700 | -30% |
| 837 | Icom | A, B or C | Accessories | OPC515L | OPC515L | DC power cable for single unit rapid chargers | -30% |
| 838 | Icom | A, B or C | Accessories | OPC566 | OPC566 | Cable to connect the AT130 to the M710 (30 ft.) | -30% |
| 839 | Icom | A, B or C | Accessories | OPC568 | OPC568 | M710/M700PRO Power Cord | -30% |
| 840 | Icom | A, B or C | Accessories | OPC589 | OPC589 | Microphone adapter cable (8 pin to RJ-45) | -30% |
| 841 | Icom | A, B or C | Accessories | OPC592 | OPC592 | Programming cloning cable for PC to radio (must use with OPC-478/UC) | -30% |
| 842 | Icom | A, B or C | Accessories | OPC599 | OPC599 | Cable adapter converts 13-pin ACC connector to 7-pin & 8-pin ACC connector | -30% |
| 843 | Icom | A, B or C | Accessories | OPC607 | OPC607 | 3m/9.8ft separation cable for remote mounting kits | -30% |
| 844 | Icom | A, B or C | Accessories | OPC608 | OPC608 | 8m/26.2ft separation cable for remote mounting kits | -30% |
| 845 | Icom | A, B or C | Accessories | OPC609 | OPC609 | 1.9m/6.2ft separation cable for remote mounting kits | -30% |
| 846 | Icom | A, B or C | Accessories | OPC617 | OPC617 | Accesory cable for external terminal connection | -30% |
| 847 | Icom | A, B or C | Accessories | OPC647 | OPC647 | Microphone extension cable 8.2ft | -30% |
| 848 | Icom | A, B or C | Accessories | OPC656 | OPC656 | DC power cable for gang charger | -30% |
| 849 | Icom | A, B or C | Accessories | OPC726 | OPC726 | 5m/16.4ft separation cable for remote mounting kits | -30% |
| 850 | Icom | A, B or C | Accessories | OPC871A | OPC871A | Headset adapter A120/A110 | -30% |
| 851 | Icom | A, B or C | Accessories | OPC891A | OPC891A | M504/M422 power cord | -30% |
| 852 | Icom-Midland Radio | A, B or C | Accessories | OPC-9000 | OPC-9000 | Programming cable for the FR9010/9020 repeaters | -30% |
| 853 | Icom | A, B or C | Accessories | OPC922 | OPC922 | Cloning cable adapter for M72/M73/M92D | -30% |
| 854 | Icom | A, B or C | Accessories | OPC966U | OPC966U | USB programming cloning cable for radios with 9-pin connector | -30% |
| 855 | Icom | A, B or C | Accessories | OPC980 | OPC980 | Cloning cable adapter for M424/M504/M604 | -30% |
| 856 | Icom | A, B or C | Accessories | OPC999 | OPC999 | 20ft extension cable to connect COMMANDMIC II or HM-205RB to the OPC1000 and radio. Connect up to two HM205RB with M506 or one with M605. | -30% |
| 857 | Icom | A, B or C | Accessories | OPC-IAKVL1 | OPC-IAKVL1 | Interface Cable with RJ45 Connector between P25 mobiles & KA KVL125 | -30% |
| 858 | Icom | A, B or C | Accessories | OPC-IAKVL14 | OPC-IAKVL14 | Interface Cable with 14 Pin Connector between P25 portable & KA KVL125 | -30% |
| 859 | Icom-Otto Engineering | A, B or C | Accessories | OTTO V110822 | OTTO V110822 | 2-Wire palm mic kit (earphone cable and mic/ptt cable) with 9-pin connector | -30% |
| 860 | Icom-Otto Engineering | A, B or C | Accessories | OTTO V1T12CD137 | OTTO V1T12CD137 | Throat Mic Svs w/tube ear piece and body PTT with 9 pin connector for F30G/40G | -30% |
| 861 | Icom-Otto Engineering | A, B or C | Accessories | OTTO V410399 | OTTO V410399 | Skull Mic System w/earcup and 80mm body PTT for F30G/40G and M88 | -30% |
| 862 | Icom-Otto Engineering | A, B or C | Accessories | OTTO V410514 | OTTO V410514 | Lightweight single speaker w/in-line ptt, padded headband (9-pin connector) | -30% |
| 863 | Icom-Otto Engineering | A, B or C | Accessories | OTTO V4EX2CC5 | OTTO V4EX2CC5 | Explorer lightweight headset with flexible earloop w/boom mic (2-pin right angle connector) | -30% |
| 864 | Icom-Pilot Communications | A, B or C | Accessories | PA OPC499 | PA OPC499 | Headset adapter | -30% |
| 865 | Icom | A, B or C | Accessories | PS310 01 | PS310 01 | 24V DC-DC converter | -30% |
| 866 | Icom | A, B or C | Accessories | PS310 02 | PS310 02 | 12V DC-DC converter | -30% |
| 867 | Icom | A, B or C | Accessories | PS80 | PS80 | Power supply that includes the HM-176 & MBA-3 for A220/A210/A200 | -30% |
| 868 | Icom-Pilot Communications | A, B or C | Accessories | PTT SW | PTT SW | Avionic PTT switch. Plugs into your headset. | -30% |
| 869 | Icom-Powerwerx | A, B or C | Accessories | PW LF-1 | PW LF-1 | Noise filter to use with the F5061D with the UT-IA100 already installed. | -30% |
| 870 | Icom | A, B or C | Accessories | RC28 | RC28 | Remote control USB encoder | -30% |
| 871 | Icom | A, B or C | Accessories | RCFS10 | RCFS10 | Remote Communicator software + CT-24 (digital voice converter unit - each IDAS system requires 1 CT-24) | -30% |
| 872 | Icom | A, B or C | Accessories | RCM600 | RCM600 | Command head for M605. Comes with OPC-2383 & HM-205RB. | -30% |
| 873 | Icom | A, B or C | Accessories | RMK2 | RMK2 | F1721/1821 bracket & face plate for remote mounting. Separation cable not included | -30% |
| 874 | Icom | A, B or C | Accessories | RMK3 01 | RMK3 01 | F5061/6061 bracket & face plate for remote mounting. Separation cable not included | -30% |
| 875 | Icom | A, B or C | Accessories | RMK4 01 | RMK4 01 | Dual head and separation kit for F9511HT. Requires external speaker and cable. | -30% |
| 876 | Icom | A, B or C | Accessories | RMK5 | RMK5 | Bracket & face plate for remote mounting for the F5400D/F6400D. Separation cable not included. | -30% |
| 877 | Icom | A, B or C | Accessories | RMK6 | RMK6 | Remote mount kit for the F8101. Separation cable sold separately. | -30% |
| 878 | Icom | A, B or C | Accessories | RMK7 | RMK7 | Dual head and separation kit for the F5400D/F6400D. Separation cables & microphone not included. | -30% |
| 879 | Icom | A, B or C | Accessories | RR FIRMWARE UPGRADE | RR FIRMWARE UPGRADE | Add 3.1 RR firmware to your IDAS radio | -30% |
| 880 | Icom | A, B or C | Accessories | RSAP3 | RSAP3 | Access point management software | -30% |
| 881 | Icom | A, B or C | Accessories | RS-BA1 V2 | RS-BA1 V2 | IP remote control software for amateur radios | -30% |
| 882 | Icom | A, B or C | Accessories | RSBC225 | RSBC225 | Battery management software for the BP-283/284/BP290. Can connect up to 30 BC-225 chargers to it. | -30% |
| 883 | Icom | A, B or C | Accessories | RSMGR1 | RSMGR1 | Remote system manager software for IDAS MultiTrunk | -30% |
| 884 | Icom | A, B or C | Accessories | RSR8500 | RSR8500 | Remote control software R8500 | -30% |
| 885 | Icom | A, B or C | Accessories | RSR8600 | RSR8600 | Remote control software | -30% |
| 886 | Icom-AT & T Mobility | A, B or C | Accessories | SIM CARD | SIM CARD | SIM card for U.S. LTE networks | -30% |
| 887 | Icom | A, B or C | Accessories | SM26 | SM26 | Desktop microphone with monitor switch for mobile radios | -30% |
| 888 | Icom | A, B or C | Accessories | SM28 | SM28 | Desktop microphone for IP501M | -30% |
| 889 | Icom | A, B or C | Accessories | SM29 | SM29 | Desktop microphone for F5400 series | -30% |
| 890 | Icom | A, B or C | Accessories | SM30 | SM30 | Compact desktop microphone with low cut function | -30% |
| 891 | Icom | A, B or C | Accessories | SM50 | SM50 | Desktop unidirectional microphone with up/down switches and low cut function | -30% |
| 892 | Icom | A, B or C | Accessories | SP23 | SP23 | External speaker with 4 audio filters; headphone jack (5W) | -30% |
| 893 | Icom | A, B or C | Accessories | SP24 | SP24 | External speaker (4x4") for marine fixed mount radios (7W) | -30% |
| 894 | Icom | A, B or C | Accessories | SP26 | SP26 | Tube earphone with 2.5mm plug to use with HM-163MC/HM-153LS | -30% |
| 895 | Icom | A, B or C | Accessories | SP27 | SP27 | Acoustic tube earphone with a clip (3.5mm) | -30% |
| 896 | Icom | A, B or C | Accessories | SP28 | SP28 | Earhook type earphone with 2.5mm plug to use with HM-163MC/HM-153LS | -30% |
| 897 | Icom | A, B or C | Accessories | SP29 | SP29 | Earhook type earphone with 3.5mm plug | -30% |
| 898 | Icom | A, B or C | Accessories | SP30 | SP30 | 20W large external speaker | -30% |
| 899 | Icom | A, B or C | Accessories | SP32 | SP32 | Tube adapter for use with the EH-15B | -30% |
| 900 | Icom | A, B or C | Accessories | SP33 | SP33 | Base station speaker (4Ohm) | -30% |
| 901 | Icom | A, B or C | Accessories | SP34 | SP34 | Base station high quality speaker with internal audio filters | -30% |
| 902 | Icom | A, B or C | Accessories | SP35 | SP35 | 5W external speaker with 3.5mm speaker jack and 2m cable | -30% |
| 903 | Icom | A, B or C | Accessories | SP37 | SP37 | 40W hailer/speaker for fixed mounts | -30% |
| 904 | Icom | A, B or C | Accessories | SP38 | SP38 | 5W external speaker for HF radios | -30% |
| 905 | Icom | A, B or C | Accessories | SP39AD | SP39AD | External speaker with 15V/2A power supply for the R8600 | -30% |
| 906 | Icom | A, B or C | Accessories | SP40 | SP40 | Earphone with 3.5mm plug | -30% |
| 907 | Icom | A, B or C | Accessories | SP41 | SP41 | 5W external speaker for HF radios | -30% |
| 908 | Icom-Impact Radio Accessories | A, B or C | Accessories | SP-AT1 | SP-AT1 | Single pin listen only w/QD acoustic tube (9", 3.5mm L-shape) | -30% |
| 909 | Icom-W & W Manufacturing | A, B or C | Accessories | SPRING CLIP L | SPRING CLIP L | Long spring clip insert length 3.5 inches | -30% |
| 910 | Icom-StromStod | A, B or C | Accessories | SS BC61 | SS BC61 | Mobile rapid charger with cigarette adapter for the F3161 & F3261 series | -30% |
| 911 | Icom-StromStod | A, B or C | Accessories | SS BC62 | SS BC62 | Mobile rapid charger with cigarette adapter for the F3400 & F7010 series | -30% |
| 912 | Icom | A, B or C | Accessories | UCFR5000 01 | UCFR5000 01 | Trunking/Network controller board (1 per repeater) | -30% |
| 913 | Icom | A, B or C | Accessories | UCFR5300 | UCFR5300 | Trunking/Network controller board (1 per repeater) | -30% |
| 914 | Icom | A, B or C | Accessories | UT109 02 | UT109 02 | Non-rolling voice scrambler. Up to 32 codes available. Not compatible with radios using the UT-110. | -30% |
| 915 | Icom | A, B or C | Accessories | UT109R 21 | UT109R 21 | Non-rolling voice scrambler. Up to 32 codes available. Not compatible with radios using the UT-110. | -30% |
| 916 | Icom | A, B or C | Accessories | UT110 02 | UT110 02 | Rolling voice scrambler. Up to 1020 (255 codes x 4 groups) codes available. | -30% |
| 917 | Icom | A, B or C | Accessories | UT110R 21 | UT110R 21 | Rolling voice scrambler. Up to 1020 (255 codes x 4 groups) codes available. Works only in analog mode. | -30% |
| 918 | Icom | A, B or C | Accessories | UT112 | UT112 | Digital voice scrambling unit - 32 Codes | -30% |
| 919 | Icom | A, B or C | Accessories | UT120 01 | UT120 01 | P25 upgrade board for F70/80 handhelds | -30% |
| 920 | Icom | A, B or C | Accessories | UT120 02 | UT120 02 | P25 Hardware Upgrade Board - Mobiles | -30% |
| 921 | Icom | A, B or C | Accessories | UT124 01 | UT124 01 | Man down unit | -30% |
| 922 | Icom | A, B or C | Accessories | UT125 01 | UT125 01 | AES/DES encryption board with OTAR compliance for F9011/F9511 series | -30% |
| 923 | Icom | A, B or C | Accessories | UT125 FIPS | UT125 FIPS | FIPS 140-2 AES encryption board with OTAR compliance for F9011/F9511 series | -30% |
| 924 | Icom | A, B or C | Accessories | UT125 FIPS-2 | UT125 FIPS-2 | FIPS 140-2 encryption board; requires ISL-P25AES license key to activate AES | -30% |
| 925 | Icom | A, B or C | Accessories | UT126H 03 | UT126H 03 | 6.25kHz digital module for old PLL versions of the F3161/4161 or F5061/6061 radios | -30% |
| 926 | Icom | A, B or C | Accessories | UT128 | UT128 | DES encryption for F9011/F9511 radios | -30% |
| 927 | Icom | A, B or C | Accessories | UT133 | UT133 | Bluetooth unit | -30% |
| 928 | Icom | A, B or C | Accessories | UT134 | UT134 | AES/DES encryption board; requires ISL code to activate AES | -30% |
| 929 | Icom | A, B or C | Accessories | UT137 | UT137 | Bluetooth unit | -30% |
| 930 | Icom-Schippers & Crew | A, B or C | Accessories | UT-IA100 | UT-IA100 | Audio amp board for F5061D with RR firmware installed (factory install ONLY; install included in price) | -30% |
| 931 | Icom | A, B or C | Accessories | UX231 | UX231 | AIS receive board for M506 | -30% |
| 932 | Icom | A, B or C | Accessories | UX241 | UX241 | GPS antenna | -30% |
| 933 | Icom | A, B or C | Accessories | UX248 | UX248 | GPS unit | -30% |
| 934 | Icom | A, B or C | Accessories | UX251 | UX251 | AIS receiver unit for the M605 | -30% |
| 935 | Icom | A, B or C | Accessories | UX252 | UX252 | Analog TCG output for the MR1010RII | -30% |
| 936 | Icom | A, B or C | Accessories | VESP1 | VESP1 | LTE speakerphone unit | -30% |
| 937 | Icom | A, B or C | Accessories | VS1L | VS1L | VOX/PTT case with 2-pin right angle connector. Must use with HS94/HS95/HS97 | -30% |
| 938 | Icom | A, B or C | Accessories | VS1MC | VS1MC | VOX/PTT case with 14-pin connector. Must use with HS94/HS95/HS97. | -30% |
| 939 | Icom | A, B or C | Accessories | VS1SC | VS1SC | VOX/PTT case with 9-pin connector. Must use with HS94/HS95/HS97. | -30% |
| 940 | Icom | A, B or C | Accessories | VS3 | VS3 | Compact clippable PTT Bluetooth with earphone via 3.5mm jack for all-day operation | -30% |
| 941 | Icom | A, B or C | Accessories | VS4LA | VS4LA | PTT switch cable to communicate using the HS94/95/97 | -30% |
| 942 | Icom | A, B or C | Accessories | VS4MC | VS4MC | Cable with heavy duty PTT swith with 14-pin connector. Use with HS94/HS95/HS97. | -30% |
| 943 | Icom | A, B or C | Accessories | VS5MC | VS5MC | VOX/PTT switch cable to use with headset (HS94/95/97) | -30% |

## II. Implementation Services: Software Integration, Hardware Installation and Training

| No. | Service | | MSRP % Discount | Retail | $ Rate (indicate Hourly or | UOM |
|---|---|---|---|---|---|---|
| 1. | **System Technician Technologist** | | 30% off retail | | | |
| | QENG-PH | Engineering support - per hour | | $ 285.70 | $ 200.00 | Hourly |
| | QFS-1D | OnSite Technical/Field Support 1st Day | | $ 7,856.75 | $ 5,500.00 | Daily |
| | QFS-AD | OnSite Technical/Field Support Additional Days | | $ 4,571.20 | $ 3,200.00 | Daily |
| | | | | | | |
| 2. | **Standard Shop Installation** | | 30% off retail | | | |
| | CONTROL STATION ASSEMBLE | Install mobile into power supply and cabinet to make control station (no charge courtesy service) | | $ - | $ - | Each |
| | ENGRAVE | Engrave radio | | $ 42.86 | $ 30.00 | Each |
| | IASTUN1001 | Icom to tune your system products | | $ 80.35 | $ 56.25 | Each |
| | INSTALLATION AVIONICS | Install radio into power supply | | $ 80.35 | $ 56.25 | Each |
| | INSTALLATION MARINE | Install a component into an Marine mobile or portable | | $ 42.86 | $ 30.00 | Each |
| | INSTALL-IAS | Install a component into a repeater or an item into a cabinet | | $ 80.35 | $ 56.25 | Each |
| | INSTALL-MF | Install a component into an LM mobile or portable | | $ 42.86 | $ 30.00 | Each |
| | SERVICE/SALE BUILD-UP IAS | Systems support - per hour | | $ 171.42 | $ 120.00 | Hourly |
| | | | | | | |
| 3. | **Mobile Radio Installation** | | 30% off retail | | | |
| | DEALER FIELD INSTALL | Dealer Mobile Installation Charge (underdash) | | $ 357.13 | $ 250.00 | Each |
| | DEALER HOURLY RATE | Authorized Dealer Support | | $ 257.13 | $ 180.00 | Hourly |
| | | | | | | |
| 4. | **Radio Programming** | | 30% off retail | | | |
| | PROG-IAS | Icom to program your system products | | $ 80.35 | $ 56.25 | Each |
| | PROGLM6789 | Icom to program your radio or IAS product | | $ 62.75 | $ 43.93 | Each |
| | PROG-MF | Icom to program your land mobile mainframe with provided icf file or 1 | | $ 42.86 | $ 30.00 | Each |
| | | | | | | |
| 5. | **Training** | | 30% off retail | | | |
| | QTT-OS1D | On-Site Technical Training 1st Day, Up to 6 People | | $ 7,856.75 | $ 5,500.00 | Daily |
| | QTT-OSAD | On-Site Technical Training Additional Days, Up to 6 People | | $ 4,571.20 | $ 3,200.00 | Daily |
| | QTT-OSPH | Technical training from their desk | | $ 249.99 | $ 175.00 | Hourly |
| | | | | | | |
| 6. | **Post-Warranty Maintenance** | | 30% off retail for labor; 23% off retail for parts | | | |
| | REPAIR LABOR | Icom Service Center Repair Labor for Icom mainframes/accessories. | | $ 131.99 | $ 92.40 | Hourly |
| | REPAIR PARTS | Any required parts or components may be charged separately. | | *Multiple* | *Multiple* | Each |
| | | | | | | |
| 7. | **Support Services – Implementation** | | 30% off retail | | | |
| | QFS-PH | Field/design support | | $ 249.99 | $ 175.00 | Hourly |
| | | | | | | |
| 8. | **Support Services – Post Implementation** | | 30% off retail | | | |
| | QFS-PH | Field/design support | | $ 249.99 | $ 175.00 | Hourly |
| | | | | | | |
| 9. | **Project Management Services** | | **NO BID** | | | |
| | | | | | | |
| | | | | | | |
| 10. | **Extended Warranty Options (as per specification instructions)** | | 30% off retail | | | |
| | EXTWARR211 | 1 year extended warranty for a total 3 years for low tier mainframes | | $ 26.78 | $ 18.75 | Each |
| | EXTWARR212 | 2 year extended warranty for a total 4 years for low tier mainframes | | $ 48.21 | $ 33.75 | Each |
| | EXTWARR213 | 3 year extended warranty for a total 5 years for low tier mainframes | | $ 69.64 | $ 48.75 | Each |
| | EXTWARR611 | 1 year extended warranty for mid tier mainframes | | $ 42.86 | $ 30.00 | Each |
| | EXTWARR612 | 2 year extended warranty for mid tier mainframes | | $ 75.00 | $ 52.50 | Each |
| | EXTWARR613 | 3 year extended warranty for mid tier mainframes | | $ 117.85 | $ 82.50 | Each |
| | EXTWARR811 | 1 year extended warranty for P25 mainframes | | $ 92.85 | $ 65.00 | Each |
| | EXTWARR812 | 2 year extended warranty for P25 mainframes | | $ 132.85 | $ 93.00 | Each |
| | EXTWARR813 | 3 year extended warranty for P25 mainframes | | $ 185.71 | $ 130.00 | Each |
| | EXTWARR912 | 1 year extended warranty for Landmobile HF mainframes | | $ 133.92 | $ 93.75 | Each |
| | EXTWARR913 | 2 year extended warranty for Landmobile HF mainframes | | $ 171.42 | $ 120.00 | Each |
| | EXTWARR914 | 3 year extended warranty for Landmobile HF mainframes | | $ 262.49 | $ 183.75 | Each |
| | EXTWARRPT1 | 1 year extended warranty, a total 3 years for repeaters | | $ 192.85 | $ 135.00 | Each |
| | EXTWARRPT2 | 2 year extended warranty, a total 4 years for repeaters | | $ 348.20 | $ 243.75 | Each |
| | EXTWARRPT3 | 3 year extended warranty, a total 5 years for repeaters | | $ 503.55 | $ 352.50 | Each |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


# BID PRICING RESPONSE FORM

## I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | L3Harris | Equipment | | | Equipment listed in the catalog with equipment codes C, N, NB, S, and P. | 26% |
| 2. | L3Harris | Software | | | Software listed in the catalog with equipment code L. | 26% |
| 3. | L3Harris | Licenses | | | Licenses listed in the catalog with equipment code LD. | 26% |
| 4. | L3Harris | Services | | | *Please refer to table in Section II.* | |
| 5. | L3Harris | Standard Vendor Equipment | | | Equipment listed in the catalog with equipment codes V, VC, and 77. | 10% |
| 6. | L3Harris | Non-Standard Vendor Equipment | | | Equipment listed in the catalog with other equipment codes not listed above. | 0% |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |
| 21. | | | | | | |
| 22. | | | | | | |
| 23. | | | | | | |
| 24. | | | | | | |
| 25. | | | | | | |
| 26. | | | | | | |
| 27. | | | | | | |
| 28. | | | | | | |
| 29. | | | | | | |
| 30. | | | | | | |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

**Vendor (AH)**



## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | Product Code (APC) | Item | Short Description | MSRP % |
|---|---|---|---|---|---|---|
| 1 | Motorola | HW_MAINTENANCE | 3 | Field Services | SITE MAINTENANCE | 0.00% |
| 2 | Motorola | HW_MAINTENANCE | 6 | Infrastructure Tech Support | ASTRO Dispatch | 0.00% |
| 3 | Motorola | XTS_XTL_OTHER | 15 | PC_SPECIAL APPLICATIONS | DATA SOFTWARE-FIREGROUND | 20.00% |
| 4 | Motorola | ASTRO_SYSTEMS_CONSOLES | 28 | DATA SYSTEM DISC | DATA CARROT APC | 10.00% |
| 5 | Motorola | ASTRO_SYSTEMS_CONSOLES | 29 | DATA SYSTEM DISC | DATA MARGIN ADJUSTMENT | 10.00% |
| 6 | Motorola | ASTRO_SUA | 42 | Astro SW Maint | Astro SUA Upgrade Operations | 0.00% |
| 7 | Motorola | ASTRO_SUA | 43 | Astro SW Maint | ASTRO SUA Field Services | 0.00% |
| 8 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 76 | Cambium Backhaul Equipment | WIRELESS VALLEY SERVICES | 0.00% |
| 9 | Motorola | EMERGING_SOLUTIONS | 85 | PD_AandC PRODUCTS | SCADA | 10.00% |
| 10 | Motorola | ASTRO_SI | 100 | SI SITE DESIGN | HSD | 0.00% |
| 11 | Motorola | ASTRO_SI | 101 | SI PASSTHROUGH_ET&S | 350W VHF GTR | 0.00% |
| 12 | Motorola | ASTRO_SYSTEMS_INFRA | 104 | PREPAID FREIGHT | PREPAID FREIGHT | 0.00% |
| 13 | Motorola | APX_PORTABLE | 108 | APX7000 | APX7000L | 27.00% |
| 14 | Motorola | ASTRO_SYSTEMS_INFRA | 112 | G-Series HW | G-SERIES HW | 18.00% |
| 15 | Motorola | ASTRO_SYSTEMS_INFRA | 112 | G-Series HW | G-SERIES HW | 18.00% |
| 16 | Motorola | A&E_OTHER_ACCY | 115 | TWO WAY TRADITIONAL (Elgin DC) | COMMPORT | 10.00% |
| 17 | Motorola | ASTRO_SYSTEMS_INFRA | 117 | FSA SW | FSA SW | 10.00% |
| 18 | Motorola | ASTRO_SI | 127 | SI PASSTHROUGH_ET&S | SI OUTSOURCING | 0.00% |
| 19 | Motorola | ASTRO_SI | 128 | SI INSOURCING | SI INSOURCING | 0.00% |
| 20 | Motorola | A&E_OTHER_ACCY | 129 | TWO WAY DROPSHIP ACCY | MISC DROPSHIP | 27.00% |
| 21 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 131 | MW Backhaul & Channel Banks & Freq Std | Microwave | 10.00% |
| 22 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 135 | FREIGHT DROPSHIP | FREIGHT DROPSHIP | 0.00% |
| 23 | Motorola | ASTRO_SYSTEMS_INFRA | 137 | Encryption Products Astro | KMF | 5.00% |
| 24 | Motorola | APX_PORTABLE | 142 | AMP Single Band | AMP Single Band | 20.00% |
| 25 | Motorola | ASTRO_SYSTEMS_INFRA | 147 | IP Transport HW | IP TRANSPORT HW | 10.00% |
| 26 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 152 | PT_OUTSOURCED STATION ACCESS | PT TRUNKED INTERCON MBX | 5.00% |
| 27 | Motorola | EMERGING_SOLUTIONS | 160 | PD_IRRIGATION | Emerging Solutions DS | 10.00% |
| 28 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 183 | AFTERMARKET SITE EQUIPMENT | Distributed Antenna Systems | 10.00% |
| 29 | Motorola | HW_MAINTENANCE | 185 | Devices Essential | Astro Device Essential | 0.00% |
| 30 | Motorola | HW_MAINTENANCE | 185 | Devices Essential | Astro Device Essential | 0.00% |
| 31 | Motorola | A&E_OTHER_ACCY | 187 | TWO WAY DROPSHIP ACCY | PORTABLE ACCESSORIES DROPSHIP | 27.00% |
| 32 | Motorola | A&E_OTHER_ACCY | 189 | TWO WAY DROPSHIP ACCY | MOBILE ACCESSORIES | 19.00% |
| 33 | Motorola | ASTRO_SYSTEMS_INFRA | 200 | D - Infrastructure | DELIVERY | 0.00% |
| 34 | Motorola | XTS_XTL_OTHER | 201 | KVL | KVL II | 10.00% |
| 35 | Motorola | ASTRO_SYSTEMS_CONSOLES | 202 | CONTROL CENTERS | MCD 5000 Deskset | 20.00% |

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

**Vendor (AH)**



| | | | | | | |
|---|---|---|---|---|---|---|
| 36 | Motorola | HW_MAINTENANCE | 206 | Demand and Local Device Repair | Local Device Repair | 0.00% |
| 37 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 207 | Site Equipment | Site Equipment | 10.00% |
| 38 | Motorola | ASTRO_SI | 208 | SI PROJECT MANAGEMENT LABOR | SI PROJECT MANAGEMENT LABOR | 0.00% |
| 39 | Motorola | HW_MAINTENANCE | 209 | System Installation Services | System Installation | 0.00% |
| 40 | Motorola | ASTRO_SYSTEMS_INFRA | 212 | Encryption Products Astro | PKI Solution | 0.00% |
| 41 | Motorola | HW_MAINTENANCE | 219 | G&PS DEVICE & ASSET MANAGEMENT | ASSET & CONFIGURATION MGMT | 0.00% |
| 42 | Motorola | ASTRO_SYSTEMS_INFRA | 225 | QUANTAR_QUANTRO ANAL | QTAR QTAR RCVR 6809 TRNK | 0.00% |
| 43 | Motorola | ASTRO_SYSTEMS_CONSOLES | 229 | Console Accessories | Logging and Furniture | 15.00% |
| 44 | Motorola | HW_MAINTENANCE | 231 | Infrastructure Tech Support | 3rd Party Case Support | 0.00% |
| 45 | Motorola | ASTRO_SYSTEMS_INFRA | 243 | D - Infrastructure | QUANTAR QUANTRO ASTRO RP | 0.00% |
| 46 | Motorola | ASTRO_SYSTEMS_CONSOLES | 244 | CONTROL CENTERS | MCC 7500e | 10.00% |
| 47 | Motorola | HW_MAINTENANCE | 261 | REPLACEMENT PARTS 2-WAY | SERVICE AIDS SHOP SUPPLIES | 5.00% |
| 48 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 262 | Towers | TOWERS | 10.00% |
| 49 | Motorola | A&E_OTHER_ACCY | 271 | TWO WAY TRADITIONAL (Elgin DC) | CARRY CASES | 20.00% |
| 50 | Motorola | HW_MAINTENANCE | 272 | REPLACEMENT PARTS 2-WAY | RNSG INFRA MANUFACTURED | 0.00% |
| 51 | Motorola | ASTRO_SYSTEMS_INFRA | 273 | Comparators Legacy | DIGITAC COMPARATOR | 0.00% |
| 52 | Motorola | ASTRO_SYSTEMS_INFRA | 274 | Encryption Products Astro | OEM CryptR Micro | 0.00% |
| 53 | Motorola | XTS_XTL_OTHER | 276 | Millennium Mobile | XTL5000 CONSOLETTE | 0.00% |
| 54 | Motorola | ASTRO_SYSTEMS_INFRA | 277 | SmartX | SMARTX | 0.00% |
| 55 | Motorola | ASTRO_SYSTEMS_INFRA | 280 | DATA BASE STATION SMARTZONE | SMARTZONE CONTROLLER | 0.00% |
| 56 | Motorola | ASTRO_SYSTEMS_INFRA | 281 | DATA BASE STATION SMARTZONE | SMARTZONE MANAGER | 0.00% |
| 57 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 282 | Cambium Backhaul Equipment | HF-SSB BUY-IN PRODUCTS | 10.00% |
| 58 | Motorola | ASTRO_SI | 285 | Astro SI Training | Infrastructure Training | 0.00% |
| 59 | Motorola | ASTRO_SI | 286 | Astro SI Training | SI CUSTOMER TRAINING | 0.00% |
| 60 | Motorola | XTS_XTL_OTHER | 287 | PC_SPECIAL APPLICATIONS | PAC-RTVRS | 0.00% |
| 61 | Motorola | ASTRO_SYSTEMS_INFRA | 288 | PT_RISK | ALTERNATIVE CHANNEL ENGR SERVI | 0.00% |
| 62 | Motorola | HW_MAINTENANCE | 290 | Local Operational Support Services | WARRANTY WRAP | 0.00% |
| 63 | Motorola | A&E_OTHER_ACCY | 291 | TWO WAY DROPSHIP ACCY | MOBILE DROPSHIP | 20.00% |
| 64 | Motorola | HW_MAINTENANCE | 293 | Demand and Local Device Repair | Device Diagnostics | 0.00% |
| 65 | Motorola | APX_PORTABLE | 305 | APX4000XH | APX4000XH | 27.00% |
| 66 | Motorola | ASTRO_SI | 306 | SI SITE DESIGN | SI SITE DESIGN | 0.00% |
| 67 | Motorola | ASTRO_SI | 308 | SI SYSTEMS RISK | SYSTEMS INTEGRATION SYSTEM DIS | 0.00% |
| 68 | Motorola | ASTRO_SI | 309 | SI SYSTEMS RISK | SYSTEMS INTEGRATION STANDARDIZ | 0.00% |
| 69 | Motorola | ASTRO_SYSTEMS_INFRA | 316 | Infrastructure Pricing Adjustments | INFRASTRUCTURE SYSTEM DISC APC | 0.00% |
| 70 | Motorola | ASTRO_SYSTEMS_INFRA | 318 | Infrastructure Pricing Adjustments | INFRASTRUCTURE MARGIN ADJ | 0.00% |
| 71 | Motorola | XTS_XTL_OTHER | 326 | COSMO PT_ASTRO XTS | ASTRO XTS3000 TRUNKED | 0.00% |
| 72 | Motorola | ASTRO_SYSTEMS_CONSOLES | 328 | CONTROL CENTERS | CENTRACM II ELECT SP | 25.00% |
| 73 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 329 | Buildings & Sites on Wheels | MSI Stnd Bldg | 10.00% |
| 74 | Motorola | ASTRO_SUBS_SOFTWARE | 332 | PC_SOFTWARE SALES | CONV FLASHPORT SUBSCR | 27.00% |
| 75 | Motorola | ASTRO_MANAGED_SERVICES | 348 | Astro System Premier | Astro System Premier | 0.00% |
| 76 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 351 | Site Equipment | RF Antenna and TX Line | 10.00% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

**Vendor (AH)**



| | | | | | | |
|---|---|---|---|---|---|---|
| 77 | Motorola | ASTRO_SYSTEMS_CONSOLES | 354 | MotoConsole Product | MotoConsole Product | 15.00% |
| 78 | Motorola | Field_Response_Reporting | 357 | Gridstone | Gridstone MSI Software Licenses | 0.00% |
| 79 | Motorola | ASTRO_SYSTEMS_INFRA | 358 | IP Transport SW | IP TRANSPORT SW | 10.00% |
| 80 | Motorola | ASTRO_MANAGED_SERVICES | 359 | MotoConsole Support Svcs | MotoConsole Support Svcs | 0.00% |
| 81 | Motorola | HW_MAINTENANCE | 362 | REPLACEMENT PARTS 2-WAY | RPG LOW MID HIGH SRCD | 0.00% |
| 82 | Motorola | HW_MAINTENANCE | 371 | REPLACEMENT PARTS 2-WAY | RADIO SUBSCRIPTION SOFTW | 0.00% |
| 83 | Motorola | A&E_OTHER_ACCY | 372 | TWO WAY TRADITIONAL (Elgin DC) | SPEAKER MICROPHONES | 27.00% |
| 84 | Motorola | HW_MAINTENANCE | 373 | Astro System Advanced | Astro System Advanced | 0.00% |
| 85 | Motorola | XTS_XTL_OTHER | 374 | PC_ASTRO SPECTRA MOBILE | ASTRO CONSOLETTE | 0.00% |
| 86 | Motorola | ASTRO_SYSTEMS_INFRA | 377 | Site Controllers Legacy | MTC CONTROLLERS | 0.00% |
| 87 | Motorola | ASTRO_SYSTEMS_INFRA | 381 | D - Infrastructure | WNG RNC SW | 15.00% |
| 88 | Motorola | ASTRO_SYSTEMS_INFRA | 382 | NFM SW | NFM SW | 10.00% |
| 89 | Motorola | HW_MAINTENANCE | 386 | Demand and Local Device Repair | Repair Bank | 0.00% |
| 90 | Motorola | ASTRO_SI | 387 | Consoles SI | Consoles SI | 0.00% |
| 91 | Motorola | HW_MAINTENANCE | 390 | Field Services | System Management | 0.00% |
| 92 | Motorola | HW_MAINTENANCE | 393 | Field Services | Contract Administration | 0.00% |
| 93 | Motorola | HW_MAINTENANCE | 395 | Devices Essential | ASTRO Device Comprehensive | 0.00% |
| 94 | Motorola | ASTRO_SYSTEMS_INFRA | 405 | K Core | K Core | 15.00% |
| 95 | Motorola | APX_PORTABLE | 411 | VX P949 | VX P949 | 25.00% |
| 96 | Motorola | A&E_OTHER_ACCY | 414 | TWO WAY TRADITIONAL | VISAR ACCY | 0.00% |
| 97 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 415 | TEST EQUIPMENT | Test Equipment | 10.00% |
| 98 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 417 | AFTERMARKET SITE EQUIPMENT | RESALE FIXED ACCESS AFTMKT | 10.00% |
| 99 | Motorola | ASTRO_SYSTEMS_INFRA | 424 | Master Site Astro HW | MASTER SITE ASTRO HW | 15.00% |
| 100 | Motorola | ASTRO_SYSTEMS_INFRA | 425 | L Core | L Core | 15.00% |
| 101 | Motorola | APX_PORTABLE | 426 | APX4000_APX2000 | APX4000 APX2000 | 27.00% |
| 102 | Motorola | ASTRO_SI | 427 | SI PASSTHROUGH_ET&S | SI PASSTHROUGH ET S | 0.00% |
| 103 | Motorola | ASTRO_SUBS_SOFTWARE | 430 | PC_SOFTWARE SALES | FLASHPORT SFTWR UPGRADE | 27.00% |
| 104 | Motorola | HW_MAINTENANCE | 431 | Devices Advanced | Astro Device Management Essential | 0.00% |
| 105 | Motorola | ASTRO_SI | 441 | SI SITE DESIGN | SPECIAL SERVICE | 0.00% |
| 106 | Motorola | ASTRO_SYSTEMS_CONSOLES | 443 | CONTROL CENTERS | MCC 7500 | 15.00% |
| 107 | Motorola | ASTRO_SYSTEMS_INFRA | 448 | QUANTAR_QUANTRO ANAL | ANALOG QUANTAR | 0.00% |
| 108 | Motorola | A&E_BATTERIES | 453 | REPL BATTERIES | CGISS BATTERIES | 27.00% |
| 109 | Motorola | HW_MAINTENANCE | 454 | REPLACEMENT PARTS 2-WAY | RNSG INFRA SOURCED | 0.00% |
| 110 | Motorola | HW_MAINTENANCE | 456 | REPLACEMENT PARTS 2-WAY | RPG LOW MID HIGH MANU | 0.00% |
| 111 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 457 | AFTERMARKET SITE EQUIPMENT | RF Conditioning & Distribution | 10.00% |
| 112 | Motorola | HW_MAINTENANCE | 458 | Devices Essential | ASTRO Device Repair | 0.00% |
| 113 | Motorola | HW_MAINTENANCE | 461 | Devices Installation Services | Device Installation | 0.00% |
| 114 | Motorola | APX_MOBILE | 466 | APX1500 | APX1500 | 27.00% |
| 115 | Motorola | ASTRO_SYSTEMS_INFRA | 469 | NFM HW | NFM HW | 15.00% |
| 116 | Motorola | APX_PORTABLE | 470 | SoldierMac | SOLDIER MAC | 27.00% |
| 117 | Motorola | APX_MOBILE | 471 | APX4500_APX2500 | APX4500 APX2500 | 27.00% |
| 118 | Motorola | ASTRO_SYSTEMS_INFRA | 474 | MTR3000 | MTR2000 CONV INDIRECT | 0.00% |
| 119 | Motorola | A&E_OTHER_ACCY | 476 | TWO WAY TRADITIONAL | SCHAUMBURG DC ACCESSORIES | 20.00% |
| 120 | Motorola | APX_PORTABLE | 481 | APX 6000 Mackinaw | APX 6000 MACKINAW | 27.00% |

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

**Vendor (AH)**



| | | | | | | |
|---|---|---|---|---|---|---|
| 121 | Motorola | ASTRO_SYSTEMS_INFRA | 482 | PDR 8000 | PDR 8000 | 15.00% |
| 122 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 490 | DROPSHIP Standardization_System Discount | DROPSHIP SYSTEM DISCOUNT APC | 10.00% |
| 123 | Motorola | ASTRO_SYSTEMS_INFRA | 495 | Astro 25 Data Solutions | PDG HARDWARE | 15.00% |
| 124 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 501 | Cambium Backhaul Equipment | MICOM-2000 | 10.00% |
| 125 | Motorola | A&E_OTHER_ACCY | 505 | TWO WAY DROPSHIP ACCY | CALLBOX | 5.00% |
| 126 | Motorola | ASTRO_SYSTEMS_INFRA | 509 | QUANTAR_QUANTRO DIG | ASTRO QUANTAR | 0.00% |
| 127 | Motorola | ASTRO_SYSTEMS_INFRA | 512 | MTR3000 | MTR3000 | 0.00% |
| 128 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 515 | Services Led Dropship | Services Led Dropship | 10.00% |
| 129 | Motorola | ASTRO_SYSTEMS_INFRA | 524 | MOTOBRIDGE | MOTOBRIDGE | 15.00% |
| 130 | Motorola | ASTRO_SYSTEMS_INFRA | 525 | Comparators Legacy | ASTROTAC COMPARATOR | 0.00% |
| 131 | Motorola | XTS_XTL_OTHER | 526 | PC_ASTRO SPECTRA MOBILE | ASTRO SPECTRA PLUS | 0.00% |
| 132 | Motorola | APX_MOBILE | 527 | APX 6500 Mobile | APX 6500 MOBILE | 27.00% |
| 133 | Motorola | APX_PORTABLE | 536 | APX Covert Portable | APX Covert Portable | 27.00% |
| 134 | Motorola | ASTRO_SYSTEMS_INFRA | 537 | QUANTAR_QUANTRO DIG | QTAR SZ ASTRO INTELLIRPT | 0.00% |
| 135 | Motorola | APX_PORTABLE | 562 | APX7000XE | APX7000XE APXFIRE | 27.00% |
| 136 | Motorola | XTS_XTL_OTHER | 571 | Astro Subs Dropship | Astro Subs Dropship | 0.00% |
| 137 | Motorola | A&E_OTHER_ACCY | 577 | TWO WAY TRADITIONAL | WARIS ACCESSORIES | 0.00% |
| 138 | Motorola | APX_PORTABLE | 579 | APX8000 | APX8000 | 27.00% |
| 139 | Motorola | APX_PORTABLE | 581 | APX8000XE | APX8000XE | 27.00% |
| 140 | Motorola | ASTRO_SYSTEMS_INFRA | 593 | MTR3000 | MTR2000 TRNK DIRECT | 0.00% |
| 141 | Motorola | ASTRO_SYSTEMS_INFRA | 595 | G-Series SW | G-SERIES SW | 18.00% |
| 142 | Motorola | ASTRO_SUA | 613 | Consoles SW Maintenance | Consoles SW Maintenance | 0.00% |
| 143 | Motorola | HW_MAINTENANCE | 614 | Consoles HW Maintenance | Consoles HW Maintenance | 0.00% |
| 144 | Motorola | A&E_OTHER_ACCY | 619 | TWO WAY TRADITIONAL (Elgin DC) | 900 DIGITAL ACCESSORIES | 27.00% |
| 145 | Motorola | ASTRO_SYSTEMS_INFRA | 643 | Comparators Legacy | MODEMS | 15.00% |
| 146 | Motorola | A&E_OTHER_ACCY | 644 | TWO WAY TRADITIONAL (Elgin DC) | CHARGERS/RECONDITIONERS | 19.00% |
| 147 | Motorola | HW_MAINTENANCE | 646 | Sonoma Hardware Support | Sonoma Hardware Support | 0.00% |
| 148 | Motorola | ASTRO_SYSTEMS_INFRA | 647 | D - Infrastructure | TRUNKED TERMINALS SOFTWA | 10.00% |
| 149 | Motorola | APX_MOBILE | 652 | APX6500 Basic product | APX6500 Basic | 27.00% |
| 150 | Motorola | A&E_OTHER_ACCY | 653 | MISC ACCY | MISC | 0.00% |
| 151 | Motorola | APX_PORTABLE | 655 | APX7000 | APX7000 | 27.00% |
| 152 | Motorola | APX_MOBILE | 656 | APX7500 | APX7500 | 27.00% |
| 153 | Motorola | XTS_XTL_OTHER | 671 | PT_DSKTP PHASEOUT | SUBSCRIBER MARGIN ADJUSTMENT | 0.00% |
| 154 | Motorola | APX_PORTABLE | 673 | APX8000H | APX8000H | 27.00% |
| 155 | Motorola | ASTRO_SYSTEMS_INFRA | 675 | D-Series Base Radio HW | D-Series Base Radio HW | 0.00% |
| 156 | Motorola | HW_MAINTENANCE | 676 | HW Maintenance Video | Video Advanced | 0.00% |
| 157 | Motorola | ASTRO_SYSTEMS_INFRA | 677 | D-Series Site Controller HW | D-Series Site Controller HW | 0.00% |
| 158 | Motorola | XTS_XTL_OTHER | 678 | PT_LTS2000 TRUNKED | LTS2000 TRNK | 0.00% |
| 159 | Motorola | ASTRO_SYSTEMS_INFRA | 680 | D-Series SW | D-Series SW | 0.00% |
| 160 | Motorola | APX_MOBILE | 681 | APX8500 | APX8500 | 27.00% |
| 161 | Motorola | ASTRO_SYSTEMS_INFRA | 704 | AME | AME | 10.00% |
| 162 | Motorola | A&E_OTHER_ACCY | 706 | TWO WAY TRADITIONAL (Elgin DC) | MOBILE CONSOLE ACCESSORIES | 20.00% |
| 163 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 708 | Computers & Monitors | Computers & Monitors | 10.00% |
| 164 | Motorola | ASTRO_SYSTEMS_INFRA | 729 | INFRASTRUCTURE UPGRADE | CONV FLASHPORT INFRA | 20.00% |

**Vendor (AH)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



| | | | | | | |
|---|---|---|---|---|---|---|
| 165 | Motorola | ASTRO_SYSTEMS_CONSOLES | 735 | Avtec Product | Avtec Product | 5.00% |
| 166 | Motorola | ASTRO_SUA | 738 | Avtec Scoutcare | Avtec Scoutcare | 0.00% |
| 167 | Motorola | ASTRO_SUA | 739 | Astro SW Maint | ASTRO SUA Completed Contract | 0.00% |
| 168 | Motorola | ASTRO_SYSTEMS_CONSOLES | 740 | Outsourced Consoles | MIP 5000 | 10.00% |
| 169 | Motorola | ASTRO_SUA | 741 | Astro SW Maint | ASTRO SUA Upgrade Operations Completed Contract | 0.00% |
| 170 | Motorola | A&E_OTHER_ACCY | 742 | TWO WAY TRADITIONAL (Elgin DC) | PORTABLE AUDIO ACCESSORIES | 20.00% |
| 171 | Motorola | ASTRO_SYSTEMS_INFRA | 743 | QUANTAR_QUANTRO DIG | ASTRO RECEIVERS | 15.00% |
| 172 | Motorola | HW_MAINTENANCE | 744 | REPLACEMENT PARTS 2-WAY | MISC SUBSCRIBER INFRASTRUCTURE | 0.00% |
| 173 | Motorola | ASTRO_SUA | 745 | Astro SW Maint | ASTRO SUA Field Services Completed Contract | 0.00% |
| 174 | Motorola | HW_MAINTENANCE | 746 | Services (Non-SI) Training | SUA TRAINING Completed Contract | 0.00% |
| 175 | Motorola | HW_MAINTENANCE | 753 | Devices Tech Support | Devices Tech Support | 0.00% |
| 176 | Motorola | ASTRO_SYSTEMS_CONSOLES | 754 | Outsourced Consoles | Console Peripherals | 10.00% |
| 177 | Motorola | APX_PORTABLE | 755 | APX6000 Basic | APX6000 BASIC | 27.00% |
| 178 | Motorola | APX_PORTABLE | 756 | APX6000XE | APX6000XE | 27.00% |
| 179 | Motorola | APX_MOBILE | 757 | APX4500 Li | APX4500 Li | 27.00% |
| 180 | Motorola | APX_MOBILE | 761 | APX7500 | APX 7500 CONSOLETTE | 27.00% |
| 181 | Motorola | HW_MAINTENANCE | 769 | Field Services | Preventive Maintenance | 0.00% |
| 182 | Motorola | ASTRO_SUA | 771 | Devices and Accessories SMA | Devices and Accessories SMA | 0.00% |
| 183 | Motorola | HW_MAINTENANCE | 772 | Infrastructure Tech Support | Astro Infrastructure Tech Support | 0.00% |
| 184 | Motorola | XTS_XTL_OTHER | 775 | MANTARAY EXPRESS LOW TIER MOBILE | XTL1500 7 800 | 0.00% |
| 185 | Motorola | A&E_OTHER_ACCY | 785 | TWO WAY TRADITIONAL (Elgin DC) | CHARGERS RECONDITIONERS | 20.00% |
| 186 | Motorola | ASTRO_SYSTEMS_INFRA | 786 | D - Infrastructure | AIR TIME ACCUMULATOR | 0.00% |
| 187 | Motorola | A&E_OTHER_ACCY | 795 | TWO WAY TRADITIONAL (Elgin DC) | GP P110 ACCESSORIES | 20.00% |
| 188 | Motorola | A&E_OTHER_ACCY | 796 | TWO WAY TRADITIONAL | VISAR ACCESSORIES MT PL | 0.00% |
| 189 | Motorola | A&E_BATTERIES | 798 | REPL BATTERIES | ABC BATTERY PROGRAM | 0.00% |
| 190 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 800 | Cambium Backhaul Equipment | WIRELESS VALLEY MAINTENANCE | 10.00% |
| 191 | Motorola | HW_MAINTENANCE | 813 | Devices Essential | Accessories SFS Comprehensive | 0.00% |
| 192 | Motorola | HW_MAINTENANCE | 814 | Security Services | Astro CyberSecurity | 0.00% |
| 193 | Motorola | HW_MAINTENANCE | 816 | Devices Essential | Accessories Essential | 0.00% |
| 194 | Motorola | ASTRO_SUA | 823 | Astro SW Maint | Astro SUA & SMA | 0.00% |
| 195 | Motorola | ASTRO_SYSTEMS_INFRA | 824 | SUA POC | SUA POC | 0.00% |
| 196 | Motorola | ASTRO_POC | 833 | G&PS Astro SI POC OLD | SI SITE CONSTRUCTION | 0.00% |
| 197 | Motorola | APX_PORTABLE | 837 | APX1000 | APX1000 | 27.00% |
| 198 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 856 | Buildings & Sites on Wheels | MOTOROLA ALTERNATIVE BUILDING | 10.00% |
| 199 | Motorola | EMERGING_SOLUTIONS | 870 | PD_IRRIGATION | IRRIGATION PRODUCTS | 10.00% |
| 200 | Motorola | ASTRO_SI | 872 | SI ET&S Vendors | SI ET&S VENDORS | 0.00% |
| 201 | Motorola | ASTRO_SI | 874 | SI Third Party Vendors | SI THIRD PARTY VENDORS | 0.00% |
| 202 | Motorola | ASTRO_SYSTEMS_INFRA | 877 | Master Site Astro SW | MASTER SITE ASTRO SW | 18.50% |
| 203 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 881 | Cambium Backhaul Equipment | POWERLINE LV | 10.00% |
| 204 | Motorola | HW_MAINTENANCE | 882 | Field Services | On-site Field Services | 0.00% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048

**Vendor (AH)**



| | | | | | | |
|---|---|---|---|---|---|---|
| 205 | Motorola | HW_MAINTENANCE | 900 | Infrastructure Repair Services | T&M System Repair | 0.00% |
| 206 | Motorola | A&E_OTHER_ACCY | 903 | BUSINESS LIGHT ACCY | RBR ACCY | 0.00% |
| 207 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 904 | Cambium Backhaul Equipment | Point to Multipoint | 10.00% |
| 208 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 906 | MW Backhaul & Channel Banks & Freq Std | Time and Frequency Systems | 10.00% |
| 209 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 908 | Cambium Backhaul Equipment | DROPSHIP LICENSE POINT TO POIN | 10.00% |
| 210 | Motorola | HW_MAINTENANCE | 929 | Infrastructure Repair Services | ASTRO Repair | 0.00% |
| 211 | Motorola | HW_MAINTENANCE | 943 | Services (Non-SI) Training | Training | 0.00% |
| 212 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 947 | Cambium Backhaul Equipment | RAD | 10.00% |
| 213 | Motorola | HW_MAINTENANCE | 948 | Infrastructure Repair Services | Local System Repair | 0.00% |
| 214 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 963 | Cambium Backhaul Equipment | TUT | 10.00% |
| 215 | Motorola | HW_MAINTENANCE | 964 | PCR System Essential & Advanced | PCR System Essential | 0.00% |
| 216 | Motorola | ASTRO_SYSTEMS_INFRA | 967 | D - Infrastructure | PRIV SYS INTLNOC RELEASE | 0.00% |
| 217 | Motorola | HW_MAINTENANCE | 969 | Security Services | Astro SUS Patching | 0.00% |
| 218 | Motorola | HW_MAINTENANCE | 972 | PERFORMANCE SERVICES | ASTRO Network Performance | 0.00% |
| 219 | Motorola | HW_MAINTENANCE | 978 | Demand and Local Device Repair | T&M Device Repair | 0.00% |
| 220 | Motorola | ASTRO_SYSTEMS_DROPSHIP | 980 | Computers & Monitors | Third Party Astro Data Applications | 0.00% |
| 221 | Motorola | HW_MAINTENANCE | 984 | Infrastructure Tech Support | Software Installs | 0.00% |
| 222 | Motorola | HW_MAINTENANCE | 986 | REPLACEMENT PARTS 2-WAY | LEGACY SUBSCRIBER | 0.00% |
| 223 | Motorola | HW_MAINTENANCE | 988 | Infrastructure Repair Services | Non-MSI Serviceable Item | 0.00% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | Motorola | Radio | 007 | EVX-S24 | EVX-S24 | 25%-30% |
| 2. | Motorola | TRBO | 018 | CP Portfolio | CP Portfolio | 25%-30% |
| 3. | Motorola | TRBO | 019 | PM/CM Portfolio | PM/CM Portfolio | 25%-30% |
| 4. | Motorola | Portable Radios | 037 | TRBO Radio Portfolio | TRBO Radio Portfolio | 25%-30% |
| 5. | Motorola | Mobile Stations | 038 | MotoTRBO | MotoTRBO | 25%-30% |
| 6. | Motorola | LTE Systems Dropship | 055 | LTE Switch Routers | LTE Switch Routers | 10% |
| 7. | Motorola | Portable Radios | 087 | TRBO Radio Portables | TRBO Radio Portables | 25%-30% |
| 8. | Motorola | Pagers/Receivers | 136 | Minitor Products | Minitor Products | 15% |
| 9. | Motorola | Portable Radios TRBO | 158 | TRBO Radio CP Portfolio | TRBO Radio CP Portfolio | 25%-30% |
| 10. | Motorola | Portable Radios APX Accessories | 187 | APX Portable Accessories | APX Portable Accessories | 27% |
| 11. | Motorola | Mobiles | 189 | Mobile Accessories | Mobile Accessories | 20% |
| 12. | Motorola | MotoTRBO | 421 | Application Partner Programs | Application Partner Programs | 0% |
| 13. | Motorola | MotoTRBO | 422 | Infrastructure | Infrastructure | 10%-15% |
| 14. | Motorola | MotoTRBO | 433 | MotoTRBO High Tier Repeater | MotoTRBO High Tier Repeater | 15%-30% |
| 15. | Motorola | Professional Commercial Radio | 435 | Capacity Max Hardware | Capacity Max Hardware | 20% |
| 16. | Motorola | Professional Commercial Radio | 449 | Capacity Max Software License | Capacity Max Software License | 20% |
| 17. | Motorola | Pagers/Receivers | 452 | Pagers | Pagers | 15% |
| 18. | Motorola | Dispatch | 454 | Audio Accessories | Audio Accessories | 15% |
| 19. | Motorola | Fixed Station | 457 | Infrastructure Antennas | Infrastructure Antennas | 20% |
| 20. | Motorola | Professional Commercial Radio | 475 | MotoTRBO Trunking Mobile | MotoTRBO Trunking Mobile | 25%-30% |
| 21. | Motorola | MotoTRBO | 478 | MotoTRBo Mid Tier Repeater | MotoTRBo Mid Tier Repeater | 15%-30% |
| 22. | Motorola | Mobiles | 484 | MotoTRBO | MotoTRBO | 25%-30% |
| 23. | Motorola | Dispatch | 520 | Wave Technology | Wave Technology | 0% |
| 24. | Motorola | MotoTRBO | 521 | MotoTRBO Low Tier Repeater | MotoTRBO Low Tier Repeater | 15%-30% |
| 25. | Motorola | Accessories | 271 | Carry Cases | Carry Cases | 15% |
| 26. | Motorola | Fixed Station | 273 | Analog Comparator | Analog Comparator | 10% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



| | | | | | | |
|---|---|---|---|---|---|---|
| 27. | Motorola | Accessories | 291 | Mobile Dropship | Mobile Dropship | 10% |
| 28. | Motorola | Vertex | 301 | Vertex Parts | Vertex Parts | 10% |
| 29. | Motorola | Wave PTT | 336 | Wave on Cloud 3rd Party Services - Recurring | Wave on Cloud 3rd Party Services - Recurring | 0% |
| 30. | Motorola | Professional Commercial Radio | 345 | Low Tier Business Radio | Low Tier Business Radio | 25%-30% |
| 31. | Motorola | MotoTRBO | 356 | MotorTRBO Anywhere Gateway | MotorTRBO Anywhere Gateway | 10% |
| 32. | Motorola | MotoTRBO | 346 | MotorTRBO Anywhere License | MotorTRBO Anywhere License | 10% |
| 33. | Motorola | Pagers/Receivers | 361 | Paging | Paging | 15% |
| 34. | Motorola | Accessories | 372 | Speaker Microphones | Speaker Microphones | 27% |
| 35. | Motorola | Professional Commercial Radios | 401 | Digital Portable | Digital Portable | 25%-30% |
| 36. | Motorola | Wave PTT Wave on Cloud Product | 583 | Wave on Cloud 3rd Party Hardware and Software | Wave on Cloud 3rd Party Hardware and Software | 0% |
| 37. | Motorola | Portable Radios | 626 | TRBO Radio PR Portfolio | TRBO Radio PR Portfolio | 25%-30% |
| 38. | Motorola | Wave PTT | 642 | Wave on Cloud MSI Hardware | Wave on Cloud MSI Hardware | 10% |
| 39. | Motorola | MotoTRBO Radios | 777 | Portables | Portables | 25%-30% |
| 40. | Motorola | Portable Radios – Misc Accessories | 785 | APX Accessories | APX Accessories | 27% |
| 41. | Motorola | LTE | 790 | LTE LEX 11 | LTE LEX 11 | 0% |
| 42. | Motorola | Professional Commercial Radio | 794 | Professional Fixed Equipment | Professional Fixed Equipment | 15% |
| 43. | Motorola | Portable Radios | 795 | Misc APX Accessories | Misc APX Accessories | 27% |
| 44. | Motorola | Portable Radios | 798 | Misc APX Accessories | Misc APX Accessories | 27% |
| 45. | Motorola | Professional Commercial radio | 807 | Subscribers | Subscribers | 25%-30% |
| 46. | Motorola | Professional Commercial radio | 819 | VX-261 | VX-261 | 25%-30% |
| 47. | Motorola | Professional Commercial radio | 821 | Limited Display Keypad Subscriber | Limited Display Keypad Subscriber | 25%-30% |
| 48. | Motorola | Portable Radios | 837 | Misc APX Accessories | Misc APX Accessories | 27% |
| 49. | Motorola | Accessories | 849 | Other Consumer Accessories | Other Consumer Accessories | 15%-27% |
| 50. | Motorola | Professional Commercial radio | 871 | Full Display Keypad Subscriber | Full Display Keypad Subscriber | 25%-30% |
| 51. | Motorola | Dispatch | 892 | Wave Technology | Wave Technology | 0% |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


**Vendor (AH)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



| | | | | | | |
|---|---|---|---|---|---|---|
| 52. | Motorola | Mobiles | 922 | | CM200/300 | 25%-30% |
| | | | | | | |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


**Vendor (AJ)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | KNG2 PORTABLE (RADIO ONLY) | 40% |
| 2. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | KNG MOBILES (RADIO ONLY) | 35% |
| 3. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | KNG SERIES ACCESSORIES | 35% |
| 4. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | BKR SERIES PORTABLE (RADIO ONLY) | 30% |
| 5. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | BKR SERIES ACCESSORIES | 30% |
| 6. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | BKR SERIES FEATURE UPGRADES | 50% |
| 7. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | RAW/LEGACY/REPLACEMENT PARTS | 10% |
| 8. | BK TECHNOLOGIES | LMR RADIO | | CURRENT CATALOG | ALL OTHER ITEMS | 25% |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |
| 21. | | | | | | |
| 22. | | | | | | |
| 23. | | | | | | |
| 24. | | | | | | |
| 25. | | | | | | |
| 26. | | | | | | |
| 27. | | | | | | |
| 28. | | | | | | |
| 29. | | | | | | |
| 30. | | | | | | |

DocuSign Envelope ID: 5F2F6242-5099-4FC9-8BAB-0585B5284915


**Vendor (AK)**

State of New Mexico
General Services Department
Purchasing Division
ITB Statewide Price Agreement #: 10-00000-20-00048



## BID PRICING RESPONSE FORM

### I. Minimum Percentage Discount (%) off Manufacturer's Retail Price (MSRP)

***Additional rows and /or pages may be added to accommodate the Bidder's list of bidding information; please number pages and rows accordingly.***

| No. | Manufacturer | Product Category | APC | Item | Short Description | MSRP % Discount |
|---|---|---|---|---|---|---|
| 1. | JVCKendwood | Land Mobile Radios | | | Land Mobile Radios | 30 |
| 2. | JVCKendwood | Land Mobile Radios | | | Radio Accessories | 30 |
| 3. | JVCKendwood | Repeater & Accessories. | | | Repeater, Accessories & Systems | 20 |
| 4. | EFJohnson | Repeater & Accessories. | | | Repeater, Accessories & Systems | 20 |
| 5. | EFJohnson | Land Mobile Radios | | | Land Mobile Radios | 20 |
| 6. | Zetron | | | | | 10 |
| 7. | Telex | | | | | 10 |
| 8. | Pyramid Comm. | | | | | 10 |
| 9. | Talley Comm. | | | | | 10 |
| 10. | Generic | | | | VHF, UHF, 800 Antenna Kits | 0 |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |
| 16. | | | | | | |
| 17. | | | | | | |
| 18. | | | | | | |
| 19. | | | | | | |
| 20. | | | | | | |
| 21. | | | | | | |
| 22. | | | | | | |
| 23. | | | | | | |
| 24. | | | | | | |
| 25. | | | | | | |
| 26. | | | | | | |
| 27. | | | | | | |
| 28. | | | | | | |
| 29. | | | | | | |
| 30. | | | | | | |

**24-094**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | Lisa Padron | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION TO AWARD A CONTRACT FOR VECTOR AND PEST CONTROL SERVICES TO ENTOMOLOGY CONSULTANTS, INC. OF EL PASO, TEXAS, FOR A TERM OF FOUR YEARS, IN AN AMOUNT NOT TO EXCEED $150,000.00 ANNUALLY PLUS NM GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-013).**

**TYPE OF ACTION:** ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

## PURPOSE(S) OF ACTION:

To award a contract for vector and pest control services.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) currently contracts for vector and pest control services to provide City-wide control of mosquitoes and other pests to include but not limited to Africanized bees and fire ants.

On September 9, 2023, the City's Purchasing Program advertised Request for Proposal No. 23-24-013 for Vector and Pest Control Services resulting in the receipt of one (1) proposal. The proposal was reviewed and evaluated by an evaluation committee on February 6, 2024 and the committee recommended to award the contract to incumbent vendor, Entomology Consultants, Inc. of El Paso, Texas.

An entomologist will determine appropriate vector control treatment options such as treatment type, frequency, and application rates/volumes. Treatment areas within the City will be designated by streets, subdivision, or other general areas. Frequency of services shall be contingent on results from trapping and suppression methods.

## SUPPORT INFORMATION:

Exhibit "A" 23-24-013_VectorAndPestControlServices_ServiceAgreement_LegalApproved

## COMMITTEE/BOARD REVIEW:

None

## DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

## BUDGET / FISCAL IMPACT:

| BUDGETED AMOUNT: | AVAILABLE AMOUNT: | EXPENDITURE AMOUNT: |
|---|---|---|
| $96,684.00 | $25,349.38 | $71,334.62 |

**Funding Source(s):**
FY24 - 10245004-721080
FY25 - 10245007-721080

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☐ Yes

☐ No

## OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and authorize a contract for a term of four (4) years for vector and pest control services to Entomology Consultants, Inc. of El Paso, Texas.
2. Vote "No"; this action will not approve the Resolution for a contract of four (4) years for vector and pest control services to Entomology Consultants, Inc. of El Paso, Texas.
3. Vote to "Amend"; this could modify the Resolution based on direction by City Council to Staff.
4. Vote to "Table"; this will delay the contracting of vector and pest control services and negatively impact the City's ability to ensure proper control of pest infestation and prevention of mosquito borne disease outbreaks.

**RESOLUTION 24-094**

**A RESOLUTION TO AWARD A CONTRACT FOR VECTOR AND PEST CONTROL SERVICES TO ENTOMOLOGY CONSULTANTS, INC. OF EL PASO, TEXAS, FOR A TERM OF FOUR YEARS, IN AN AMOUNT NOT TO EXCEED $150,000.00 ANNUALLY PLUS NM GROSS RECEIPTS TAX, SUBJECT TO APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-013).**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) currently contracts for vector and pest control services to provide City-wide control of mosquitoes and other pests to include but not limited to Africanized bees and fire ants and the current contract for vector and pest control services expired February 29, 2024; and

**WHEREAS**, on September 9, 2023, the City's Purchasing Section advertised Request for Proposal No. 23-24-013 for Vector and Pest Control Services resulting in the receipt of one (1) proposal. The proposal was reviewed and evaluated by an evaluation committee on February 6, 2024 and the committee recommended to award the contract to incumbent vendor, Entomology Consultants, Inc. of El Paso, Texas; and

**WHEREAS,** an entomologist will determine appropriate vector control treatment options such as treatment type, frequency, and application rates/volume as designated by streets, subdivision, or other general areas. Frequency of services shall be contingent on results from trapping and suppression methods.

**NOW, THEREFORE,** Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** a contract is hereby awarded to Entomology Consultants, Inc. of El Paso, Texas for vector and pest control services for a term of four (4) years, in an amount not to exceed $150,000.00 annually plus NM gross receipts tax, as shown in Exhibit "A" attached hereto and made part of this Resolution.

**(II)**

**THAT**City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

# CITY OF LAS CRUCES

## SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of February, 2024 by and between the City of Las Cruces, New Mexico, hereinafter called “CITY” and Entomology Consultants, Inc., of 7362 Remcon Circle, El Paso, Texas, 79912, hereinafter called “CONTRACTOR”.

1. PROJECT DESCRIPTION
Vector and pest control services.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY’S RFP No.23-24-013 as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY’S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION
The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed $150,000.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on date of award for a term of four (4) years. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS
This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY
The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR
In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS
In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION
This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS
CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES
All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR
CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to

perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

1. Commercial General Liability Insurance
   a. $1,000,000 per occurrence / $2,000,000 aggregate
   b. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
   c. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
   d. Coverage must be primary and non-contributory.
   e. Coverage must be per project or per location.

   f. Coverage must be on an occurrence form.
   g. Subrogation must be waived.
2. Commercial Auto Liability
   a. $1,000,000 per occurrence
   b. Coverage must be for “owned, leased, hired, and non-owned autos” or “any autos.”
3. Workers’ Compensation and Employers Liability
   a. Statutory Limits
   b. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
   c. Subrogation must be waived.

Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused in whole or in part by, resulting in whole or in part from, or arising in whole or in part out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement, including anti-discrimination.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other

remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

| | |
|---|---|
| TO CITY: | City of Las Cruces<br>PO Box 20000<br>Las Cruces, NM 88004<br>ATTENTION: Johnny Valenzuela |
| With Copies to: | Purchasing Manager |
| TO CONTRACTOR: | Entomology Consultants, Inc.<br>7362 Remcon Circle<br>El Paso, TX 79912<br>ATTENTION: Matthew Lee |

23. SCOPE OF AGREEMENT

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

24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this

Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

ENTOMOLOGY CONSULTANTS, INC.

BY: _____
Matthew Lee
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 2/16/24
City Attorney

23-24-013
Vector &Pest
Control Services

# EXHIBIT A

# SERVICES

A. General Services Provided Under Contract
    - Public Relations
    - Computer based mapping of all breeding sites
    - Complete weather monitoring
    - Monthly mosquito board meetings
    - Annual year end report / monthly field reports
    - Larval breeding site inspections
    - Larvacide application
    - Landing counts, CDC light trap and gravid trap surveillance network
    - Complete taxonomy of all species caught
    - Adult mosquito complaint investigations
    - Ground ULV adulticide application with satellite tracking
    - Fire ant surveys / control with Advion bait or Advance granular bait
    - Africanized bee removal
    - City of Las Cruces Named as Additional Insured
B. Add-On Contingency emergency Services (additional cost, provided upon request)
    - WVN RAMP Testing – 100 cards (100 mosquito pools tested for WNV): $3500
    - Wide Area Larvacide Spray – Vectobac WDG @ ½ lb./acre: $80 per acre applied
    - Emergency Wide Scale Ground ULV Adulticiding: $125 per linear mile plus tax
    - Other pest that may plague the City of Las Cruces – priced upon request
C. PROPOSED 2024 SEASON CONTRACT COST - $105,130 plus any applicable New Mexico State Gross Receipts Tax (Las Cruces Tax Rate) per contract year. This cost covers all direct, indirect, labor, materials, and equipment necessary to provide service specified in Criteria 1 of technical proposal. Pass through price adjustments based on inflation shall apply on a yearly basis after year one of contract.

**24-095**

**Type of Action:**
**☒ Resolution**
**☐ Ordinance**
**☐ TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | Lisa Padron | **Department:** | Financial Services |
| **Program:** | Purchasing | **Line of Business:** | Procure-to-Pay |

**Title:** **A RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF SEVEN (7) LIGHT POLES LOCATED AT MAAG FIELD, IN AN AMOUNT NOT TO EXCEED $163,354.35 PLUS NM GROSS RECEIPTS TAX, TO LYNCO ELECTRIC CO. INC. OF LAS CRUCES, NEW MEXICO, VIA COOPERATIVE EDUCATIONAL SERVICES (CES) CONTRACT NO. 2023-04-R2211-678, AMEND THE FY2024 BUDGET AND CAPITAL IMPROVEMENT PLAN (CIP) FOR $177,000.**

**TYPE OF ACTION:** **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

## PURPOSE(S) OF ACTION:

To award a contract for light poles at Maag Field.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In October 2023, Facilities Management staff were notified that a light pole at Maag Field fell due to high winds. It was determined that an assessment needed to be completed to determine if any additional light poles at Maag Field posed a hazard to structures, vehicles, or people. On November 6, 2023, Construction Survey Technologies, Inc. completed a structural survey of the light poles at Maag Field that measured the light pole thicknesses (in inches) at one-foot increments for 15 poles. Stubbs Engineering did a site visit on November 29, 2023 to do a visual inspection and structural analysis on 32 poles at Maag Field. It was determined that seven (7) poles need to be replaced, thirteen (13) poles need the ground around them to be regraded to prevent water pooling and causing additional damage, and twelve (12) poles are in good condition and no work is necessary.

Facilities Management is requesting authorization to enter into an agreement with Lynco Electric Co., Inc. to replace the seven (7) poles at Maag Field, as shown in Exhibit "A". The total cost of the pole replacement is $163,354.35 plus NM gross receipts tax. The agreement will be with Lynco Electric Co., Inc. via the Cooperative Educational Services (CES) Contract No. 2023-04-R2211-678.

A budget adjustment is being requested for $177,000 to cover the cost. Funds will be moved from 1500 Hold Harmless GRT to 1400 Facilities Maintenance. A 2/12ths reserve is not required for these funds.

## SUPPORT INFORMATION:

Exhibit "A" CES - Lynco Electric - Maag Field Pole Replacement - Legal Approved
Exhibit "B" CES - Lynco Electric - Contract Award Letter
Exhibit "C" Fund Summary
Exhibit "D" FY24-29 CIP

**DOES THIS AMEND THE BUDGET?:**

☒ Yes

☐ No

**BUDGET / FISCAL IMPACT:**

**BUDGETED AMOUNT:** $176,524.74

**AVAILABLE AMOUNT:** $0

**EXPENDITURE AMOUNT:** $176,524.74

**Funding Source(s):**

1400-10245024-805000

**Overall Budget Impact:**

Budget Adjustment is being requested from Fund 1500 to 1400 for $177,000

**Does this action amend the Capital Improvement Plan (CIP)?**

☒ Yes

☐ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this action will approve the Resolution authoring an existing contract purchase agreement for replacing seven (7) poles at Maag Field via Cooperative Educational Services Contract No. 2023-04-R2211-678 and amend the FY2025 Budget and CIP.
2. Vote "No"; this action will not approve the Resolution and City Council will need to provide Staff with alternative direction.
3. Vote to "Amend"; this action could modify the Resolution based on direction by City Council to Staff.
4. Vote to "Table"; this action could pose a risk to the safety of the general public and employees when utilizing Maag Fields.

**RESOLUTION 24-095**

**A RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF SEVEN (7) LIGHT POLES LOCATED AT MAAG FIELD, IN AN AMOUNT NOT TO EXCEED $163,354.35 PLUS NM GROSS RECEIPTS TAX, TO LYNCO ELECTRIC CO. INC. OF LAS CRUCES, NEW MEXICO, VIA COOPERATIVE EDUCATIONAL SERVICES (CES) CONTRACT NO. 2023-04-R2211-678, AMEND THE FY2024 BUDGET AND CAPITAL IMPROVEMENT PLAN (CIP) FOR $177,000.**

The City Council is informed that:

**WHEREAS**, on November 6, 2023, Construction Survey Technologies, Inc. completed a structural survey of the light poles at Maag Field that measured the light pole thicknesses (in inches) at one-foot increments for 15 poles; and

**WHEREAS**, Stubbs Engineering did a site visit on November 29, 2023 to do a visual inspection and structural analysis on 32 poles at Maag Field. It was determined that seven (7) poles need to be replaced, thirteen (13) poles need the ground around them to be regraded to prevent water pooling and causing additional damage, and twelve (12) poles are in good condition and no work is necessary; and

**WHEREAS**, the total cost of replacing the seven (7) poles is $163,354.35 plus NM gross receipts tax, and Facilities Management is requesting authorization to replace the seven (7) poles at Maag Field utilizing Cooperative Educational Services (CES) Contract No. 2023-04-R2211-678.

**NOW, THEREFORE,** Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the replacement of the seven (7) poles be completed by Lynco Electric Co., Inc. of Las Cruces, New Mexico via Cooperative Educational Services (CES) Contract No. 2023-04-R2211-678, attached hereto as Exhibits "A" and "B" and made part of this Resolution, in the amount of $163,354.35 plus NM gross receipts tax is hereby approved.

**(II)**

**THAT** the FY2024 Budget Adjustments as indicated in Exhibit “C”, attached hereto and made a part of this Resolution, are hereby approved.

**(III)**

**THAT** the FY2024 Capital Improvement Plan, is hereby amended as outlined in Exhibit "D", attached hereto and made a part of this Resolution, are hereby approved.

**(IV)**

**THAT**City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

# CITY OF LAS CRUCES

## EXISTING CONTRACT PURCHASE AGREEMENT

## COOPERATIVE EDUCATIONAL SERVICES (CES)
## Contract No. 2023-04-R2211-678

## MAGG FIELD POLE REPLACEMENT

Pursuant to terms and conditions of CES Contract No. 2023-04-R2211-678, RFP No. 2023-04 dated December 13, 2022, between CES and Lynco Electric Co. Inc. (Contractor), as amended and incorporated herein by reference, the City of Las Cruces (City) and Contractor hereby agree on this _____ day of February, 2024, as follows:

1. This Purchase Agreement is intended to be an Existing Contract Purchase Agreement in accordance with LCMC Chapter 24, Article I, Sec. 24-4 (25).

2. In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to CES RFP No. 2023-04 and City's Scope of Work incorporated herein by reference and as set forth in Attachment A, attached hereto and made a part of this Agreement. That the entire Contract Documents, including Request for Proposal, Proposal response, Contract, Construction Bonds, Special Conditions, General Conditions, and Technical Specifications, and drawings (if applicable), are hereby made a part of this Agreement.

3. Insurance
   CONTRACTOR shall obtain and maintain at least the following insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain the same insurance during the life of the subcontracted work:

   A. General Liability Insurance
      i. $1,000,000 per occurrence / $2,000,000 aggregate
      ii. Coverage must include premises and operations, products and completed operations, and personal and advertising injury.
      iii. The City of Las Cruces must be named as an Additional Insured for all coverages listed above on endorsements acceptable to the City.
      iv. Coverage must be primary and non-contributory.
      v. Coverage must be per project or per location.
      vi. Coverage must be on an occurrence form.
      vii. Subrogation must be waived.
   B. Commercial Auto Liability
      i. $1,000,000 per occurrence
      ii. Coverage must be for "owned, leased, hired, and non-owned autos" or "any autos."
   C. Workers Compensation and Employers Liability
      i. Statutory Limits
      ii. Employer liability – $1,000,000 each accident, $1,000,000 each employee by disease, $1,000,000 policy limit
      iii. Subrogation must be waived.

   Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

4. The estimated completion date is 120 days after a Notice to Proceed is issued by the City.

5. In consideration for the satisfactory completion of the scope of work agreed to herein, the Contractor shall be compensated $163,354.35 plus NMGRT. Invoices issued by the Contractor shall be made according to proposal and/or completion of project with payment by the City being made to Contractor within 30 days upon receipt of undisputed invoice.

6. This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico. Contractor shall abide and be governed by all applicable state law, City of Las Cruces ordinances, and laws regarding the Contractor's services or any work done pursuant to this Agreement.

7. The Contractor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all losses suffered by the City, its officers, and employees, and any special claims, liabilities or penalties asserted against the City, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, subcontractor, subgrantee, or other agent of the Contractor. This covenant shall survive the termination of this Agreement.

8. That in the event any of the provisions of this Contract are violated by the Contractor or by any of his Subcontractors, the City may serve written notice upon the Contractor and, if a surety exists, upon the surety of its intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract; and, unless within ten (10) days after and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. On the event of any such termination, if a surety exists, the City shall immediately serve notice thereof upon the surety who shall have the right to take over and perform the Contract, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of the mailing of such surety of notice of termination, the City may take over the work and prosecute the same to completion by the Contract for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the City for any excess cost occasioned the City thereby; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, and plans as may be on the site of the work and necessary therefore. This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the City, for its convenience or because the

project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

9. The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the City to Contractor. The City's decisions as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.

10. Contractor will maintain records for five (5) years after the completion of the project, indicating dates, length of time, and services rendered. The City has the right to audit billings both before and after payment and contest any billing or portion thereof. Payment under this Agreement does not foreclose the City's right to recover excessive or illegal payments.

11. Contractor represents and warrants the following:
    a. No Current or Prior Conflict of Interest. That Contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
    b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform the City in writing of such conflict.
    c. Termination for Material Conflict. If, in the reasonable judgement of the City, such conflict poses a conflict to and with the performance of Contractor's obligations under this Agreement, or is otherwise a violation of the City's current policy or ordinances, then the City may terminate the Agreement immediately upon written notice to Contractor; such termination of the agreement shall be effective upon the receipt of such notice by Contractor.

12. The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

13. In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

SIGNATURE BLOCK ON FOLLOWING PAGE

LYNCO ELECTRIC CO. INC.

BY: _____
Raylyn Wilcox
President

_____
Date

Requisition No. TBD

CITY OF LAS CRUCES

BY: _____
Alicia Hernandez
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ 2/7/24
City Attorney

Revised: May 2023

# Attachment A

# *Lynco Electric Company, Inc.*

*Electrical Contractors*
*1520 West Amador Ave.*
*Las Cruces, New Mexico 88005*
*(575) 523-9066 • Fax (575) 526-7157* www.lynco-electric.com




N.M. LIC.# 10715, El Paso TX #E70 N.M. DOL REG.# 0101432009071

License Classifications: EE98, GB98, EL01 (Medium Voltage)

## Replace 7ea poles at the Magg Ballfields

January 31, 2024

WE INCLUDE THE WORK TO PROVIDE AND INSTALL THE FOLLOWING POLES AT THE MAGG FIELDS. A7, A8, B9, C7, D7, D8 AND C8

We will use CES contract number: 2023-04-R2211-678

| | |
|---|---|
| Base Bid | $ 159,345.76 |
| CES Fee | $ 1,991.82 |
| Bond | $ 2,016.77 |
| Total | $ 163,354.35 |
| Tax | $ 13,170.44 |
| Total | $ 176,524.74 |

**WE ACKNOWLEDGE ADDENDUM #**

**THIS BID IS BASED ON THE TERMS AND CONDITIONS OF AGC/ASA/ASC STANDARD FORM CONSTRUCTION SUBCONTRACT-1994 EDITION. SHOULD A CONTRACT ENSUE, THIS FORM SHALL BE UTILIZED, UNLESS PRIOR AGREEMENT HAS BEEN MADE.**

### WE DO NOT INCLUDE THE FOLLOWING:

- SOIL OR CONCRETE TESTING
- ALLOWANCES OF ANYKIND




Poles to be replaced:

#1 Replace
#2 Replace
#3 Replace
#4 Remove and Replace
#18 Replace
#20 Replace
#21 Replace



Size: 135.7KB

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

LYNCELE-01 CBUTLER

DATE (MM/DD/YYYY) 7/31/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>6565 Americas Parkway Suite 720<br>Albuquerque, NM 87110 | CONTACT NAME: Carrie Butler<br>PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972<br>E-MAIL ADDRESS: Carrie.Butler@hubinternational.com |
| INSURED<br>Lynco Electric Company, Inc. and Amador<br>1520 West Amador<br>Las Cruces, NM 88005 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : The Continental Insurance Company 35289<br>INSURER B : Valley Forge Insurance Company 20508<br>INSURER C : New Mexico Employer's Assurance Company 13674<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | X | 2093259374 | 6/1/2023 | 6/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>LIMITED POLLUTI | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | X | X | 2093259360 | 6/1/2023 | 6/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 2093259391 | 6/1/2023 | 6/1/2024 | EACH OCCURRENCE<br>AGGREGATE<br>Aggregate | $ 3,000,000<br>$<br>$ 3,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 0103550.102 | 6/1/2023 | 6/1/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Umbrella follows form. Additional Insured, Waiver of Subrogation and Primary Non Contributory apply per attached policy forms.**

**Additional Insured and waiver of Subrogation applies per attached policy forms.**

**CERTIFICATE HOLDER**

City of Las Cruces
P.O. Box 20000
Las Cruces, NM 88004

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

| CNA | CNA PARAMOUNT<br>Contractors' General Liability Extension Endorsement |
|---|---|

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

| TABLE OF CONTENTS |
|---|
| **1. Additional Insureds** |
| **2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance** |
| **3. Bodily Injury – Expanded Definition** |
| **4. Broad Knowledge of Occurrence/ Notice of Occurrence** |
| **5. Broad Named Insured** |
| **6. Broadened Liability Coverage For Damage To Your Product And Your Work** |
| **7. Contractual Liability - Railroads** |
| **8. Electronic Data Liability** |
| **9. Estates, Legal Representatives and Spouses** |
| **10. Expected Or Intended Injury – Exception for Reasonable Force** |
| **11. General Aggregate Limits of Insurance – Per Project** |
| **12. In Rem Actions** |
| **13. Incidental Health Care Malpractice Coverage** |
| **14. Joint Ventures/Partnership/Limited Liability Companies** |
| **15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control** |
| **16. Liquor Liability** |
| **17. Medical Payments** |
| **18. Non-owned Aircraft Coverage** |
| **19. Non-owned Watercraft** |
| **20. Personal And Advertising Injury – Discrimination or Humiliation** |
| **21. Personal And Advertising Injury - Contractual Liability** |
| **22. Property Damage - Elevators** |
| **23. Supplementary Payments** |
| **24. Unintentional Failure To Disclose Hazards** |
| **25. Waiver of Subrogation – Blanket** |
| **26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs** |

4002007420932593741724



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CNA

# CNA PARAMOUNT

## Contractors' General Liability Extension Endorsement

**1. ADDITIONAL INSUREDS**

**a.** **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

**(1)** is currently in effect or becomes effective during the term of this **Coverage Part**; and

**(2)** was executed prior to:

**(a)** the **bodily injury** or **property damage**; or

**(b)** the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

**b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

**(1)** a higher limit of insurance than required by such contract or agreement; or

**(2)** coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

**1.** such person or organization's financial control of a **Named Insured**; or

**2.** premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The


Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

**1.** the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

**a.** the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

**b.** the construction, erection, or removal of elevators; or

**c.** the ownership, maintenance or use of any elevators covered by this insurance; or

**2.** the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

**a. Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

**b. Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

**1.** With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

4002000742093259374 1725



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**a.** the **Named Insured's** acts or omissions; or

**b.** the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

**2.** The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

**3.** Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

**a.** on the effective date of this **Coverage Part**; or



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

**(a)** any partnership, limited liability company or joint venture; or

**(b)** any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

**A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

**B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

**4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

**a.** **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

**b.** **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

**5.** The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

**A.** Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage** to **your product** arising out of it, or any part of it except when caused by or resulting from:

**(1)** fire;

**(2)** smoke;

**(3)** collapse; or

**(4)** explosion.

**l. Damage to Your Work**

**Property damage** to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

**(1)** If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

4002000742093259374 1726



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**(2)** If the cause of loss to the damaged work arises as a result of:

**(a)** fire;

**(b)** smoke;

**(c)** collapse; or

**(d)** explosion.

**B.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

**C.** This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

**7. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

**b.** A sidetrack agreement;

**c.** Any easement or license agreement;

**d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**e.** An elevator maintenance agreement;

**f.** That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

**(1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

**(a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

**(2)** Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

**8. ELECTRONIC DATA LIABILITY**



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CNA

**CNA PARAMOUNT**

**Contractors' General Liability Extension Endorsement**

**A.** Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

**(1)** any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

**(2)** the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

**B.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

**C.** The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**D.** For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

**c.** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

**E.** If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

4002000742093259374 1727



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

**A.** For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

**1.** All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

**2.** All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

**B.** All:

**1.** **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

**2.** **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

**3.** Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

**C.** The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

**D.** When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**E.** If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**F.** The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

**A.** Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

**b.** This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

**(1)** such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

**(2)** the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**B.** Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

**i.** add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

**ii.** delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

**iii.** add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

4002000742093259374 1728



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:

**i.** add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

**a.** **professional health care services** on behalf of the **Named Insured** or

**b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

**a.** Physician;

**b.** Nurse;

**c.** Nurse practitioner;

**d.** Emergency medical technician;

**e.** Paramedic;

**f.** Dentist;

**g.** Physical therapist;

**h.** Psychologist;

**i.** Speech therapist;

**j.** Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

**ii.** delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

**iii.** amend the definition of **Insured** to:

**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

**(1)** **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**(2)** **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

**(1)** **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

**(2)** **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

**b.** delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

**D.** The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

**Other Insurance**

**b. Excess Insurance**

**(1)** To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

**a.** any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

**b.** the **bodily injury** or **property damage** first occurred after such termination date; and

**c.** there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

**A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

4002000742093259374 1729



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**j. Damage to Property**

**Property damage** to:

**(1)** Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**(2)** Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

**(3)** Property loaned to the **Named Insured**;

**(4)** Personal property in the care, custody or control of the **Insured**;

**(5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

**(6)** That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

**i.** tools, or equipment the **Named Insured** borrows from others, nor

**ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

**a.** property at a job site awaiting or during such property's installation, fabrication, or erection;

**b.** property that is **mobile equipment** leased by an **Insured**;

**c.** property that is an **auto**, aircraft or watercraft;

**d.** property in transit; or

**e.** any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

**C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

**D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

**a.** $500,000; or

**b.** The Damage To Premises Rented To You Limit shown in the Declarations.

**E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

**(ii)** That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

**16. LIQUOR LIABILITY**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**17. MEDICAL PAYMENTS**

**A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

**7.** Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

**(1)** $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

**(2)** the amount shown in the Declarations for Medical Expense Limit.

400200074209325937417 30



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C** – **Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

**(b)** The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

**1.** the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

**2.** the aircraft is rented with a trained, paid crew to the **Named Insured**; and

**3.** the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

**(2)** a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

**(a)** less than 75 feet long; and

**(b)** not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

**A.** Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

**B.** Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

**1.** delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

**(a)** the **Named Insured**; or

**(b)** any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

**2.** add the following exclusions:



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

**A.** Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

**B.** Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

**1.** Paragraph **2.d.** is replaced by the following:

**d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

**2.** The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

**C.** This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

**A.** Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

4002000742093259374 1731



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

**A.** Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

**B.** Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

**1.** the **Named Insured's** ongoing operations; or

**2.** **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**1.** is in effect or becomes effective during the term of this **Coverage Part**; and

**2.** was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

**A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

**1.** **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CNA

**CNA PARAMOUNT**

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

**B.** Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

**(c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

**C.** **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

**1.** single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

**2.** the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

4002000742093259374 1732



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CNA

# CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I.** **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

**A.** in the performance of your ongoing operations subject to such **written contract**; or

**B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

**1.** the **written contract** requires you to provide the additional insured such coverage; and

**2.** this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

**A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

**B.** additional insured coverage with "arising out of" language; or

**C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

**A.** coverage broader than required by the **written contract**; or

**B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

**A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

**1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**2.** supervisory, inspection, architectural or engineering activities; or

**B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

4002000742093259374 1741



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CNA

**CNA PARAMOUNT**

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

**1.** primary and non-contributing with other insurance available to the additional insured; or

**2.** primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

**1.** give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

**2.** send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

**3.** make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

**A.** is currently in effect or becomes effective during the term of this policy; and

**B.** was executed prior to:

**1.** the **bodily injury** or **property damage**; or

**2.** the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

## CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   **b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   **a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   **b.** Does not apply to:

   **(1)** **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   **(2)** Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.



© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

**a.** $60 per day, in lieu of $20; subject to

**b.** $1,800 maximum, in lieu of $600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

**a.** $1,000 maximum, in lieu of $600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.**:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

**a.** Any covered **auto** you lease, hire, rent or borrow without a driver; and

**b.** Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

**c.** The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

**d.** The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos.**

**e.** Such physical damage coverage for hired **autos** will:

**(1)** Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

**(2)** Such coverage as is provided by this provision will be subject to a limit of $750 per **accident.**

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.



© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

**c.** Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

**d.** A $100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

**a.** Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

**b.** Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

**c.** Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

**d.** The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

**(1)** $5,000; or

**(2)** 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III**:

**1.** Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

**a.** An **auto** owned by that "executive officer" or a member of that person's household; or

**b.** An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

**(1)** Equal to the greatest of those coverages afforded any covered **auto**; and

**(2)** Excess over any other collectible insurance.

**2.** For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.**:



© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

**(4)** Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

**(6)** Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss.**

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss.**

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

**a.** 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



© Copyright CNA All Rights Reserved. Includes copyrighted material of the Insurance Services Office, Inc., used with its permission.

CNA

# CNA PARAMOUNT

## Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

| SCHEDULE |
| --- |
| **Name Of Person Or Organization:** |
| ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT: |
| 1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND<br>2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
| |

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

4002000742093259374174 3



Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

New Mexico Employer's Assurance Company (Ed. 4-84)

---

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET WAIVER/ WORK LOCATION(S):

PER CONTRACT(S) ON FILE WITH EMPLOYER - APPLIES IN NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

SPECIFIC WAIVER(S)

NEW MEXICO AND WHILE TEMPORARILY WORKING OUTSIDE THE STATE OF NEW MEXICO

| Company Name | Address | Waiver Contact | Job Description |
|---|---|---|---|

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 0103550.103 issued to Lynco Electric Company Inc shall be valid and shall form part of said policy. The effective date of this endorsement is 06/01/2023 12:01 A.M. Mountain Standard Time.

Date Issued: 05/08/2023

**THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED**

Countersignature of Licensed Resident Agent _____

WC 00 03 13

Exhibit "B"

Cooperative Educational Services
CES

# Contract Award Letter

December 21, 2022

Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005

RE: Contract Award for:
**2023-04-R2211-678 Job Order Contracting (JOC) Mech-Elec-Plumbing**

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2023-04 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning December 13, 2022 and expiring December 12, 2025, pursuant to 13-1-150 NMSA.

**It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.**

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

# ACCEPTANCE OF PROPOSAL AND OFFER
# AND CONTRACT AWARD

RFP NUMBER: 2023-04
RFP DESCRIPTION: Job Order Contracting (JOC) Mech-Elec-Plumbing
CONTRACT NUMBER: 2023-04-R2211-678

## CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 13th day of December 2022, to Lynco Electric Co. Inc., with its principal office located at 1520 West Amador, Las Cruces, NM 88005, pursuant to the above referenced CES conducted Request for Proposal ("RFP") or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

## RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned ("Contract Holder") has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, ( 13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

## CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date December 13, 2022 December 12, 2025. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with

Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

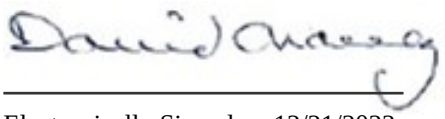
6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

| Cooperative Educational Services | Lynco Electric Co. Inc. |
| --- | --- |
|  | |
| Electronically Signed on 12/21/2022 | Electronically Signed on 12/13/2022 |
| Executive Director | |
| Date: 12/20/2022 | |

# GENERAL SCOPE OF WORK AND SPECIFICATIONS

## Category: 2 - ELECTRICAL

## Lot 2 - RS Means (JOC Core)

**PART I INTRODUCTION**

**A. GENERAL**

The work performed under this solicitation will be set forth in each individual project's detailed specifications or detailed Scope of Work, as agreed upon by the CES Eligible Agency and the Contractor, and that is based on the product, services, or deliverables acquired through this solicitation. The CES General Terms and Conditions and Supplemental Construction Terms and Conditions are a part of this contract.

**B. NOTICE**

Indefinite delivery indefinite quantity (IDIQ) construction contracts` term and thresholds, resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-154.1

**PART II SCOPE OF WORK AND SPECIFICATIONS**

**A. SCOPE OF WORK**

Job Order Contracting (JOC) is an Indefinite Delivery Indefinite Quantity (IDIQ) construction delivery method that allows many projects to be completed through a single, publicly competed, competitively awarded contract. This single-solicitation process enables CES Members` projects to start faster and creates partnerships between project owners and awarded contractors, resulting in higher quality work.

CES is seeking qualified, licensed, qualified contractor(s) in the State of New Mexico that hold license in Electrical, Mechanical, and Plumbing Classifications to provide construction services and all related products and services for a firm, fixed price based on the solicitation. The scope of work may include, but is not limited to, the repair, alterations, renovation, modernization, rehabilitation, demolition of CES Member property and or facilities. Fencing Project can include the installation of new fencing, clear and grubbing of CES Member owned property, curb and gutter, paving, irrigation and landscaping if properly licensed. The Contractor will furnish all management, documentation, labor, materials, and equipment needed to perform and complete the scope of work stated for each individual project requested under this RFP. Contractors shall demonstrate that they possess the expertise, capacity, and resources to provide these services to CES Eligible Agencies on an as-needed basis, per industry standards. A contract awarded resulting from this solicitation is not project specific. Successful Offerors will market their CES contract to CES Members and Participating Entities for the work.

**B. SPECIFICATIONS**

1. Due to the nature of this Request for Proposals and the variety and level of construction products and services requested and the standard of quality and performance required in the specifications and scope of work of individual projects, the minimum acceptable product and performance standards are those established by construction trade industry organizations, federal, state and local governmental agencies; or those of the product manufacturers specified in specific job orders, unless otherwise stated in the project's final detailed scope of work, specifications, addendums, drawings, manufacturer industry standards or CES three-party agreement.

2. Contractor will pay for any failure to conform or for any defect. In addition, Contractor will fix any damage to CES Eligible Agency's controlled, real or personal property when that damage is the result of Contractor's failure to conform to contract requirements; any defect in equipment, material, workmanship, or design furnished; or in failure to comply with federal, state and local laws, codes, and regulations. Contractor's warranty with respect to work done, repaired, or replaced under these conditions will run for one (1) year from the date of repair or replacement or completion.

3. If Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the CES Eligible Agency will have the right to replace or otherwise remedy the failure, defect or damage at the Contractor's expense in accordance with New Mexico state law.

**D. CATEGORY 2 - ELECTRICAL**

**SPECIFICATIONS**

Qualified and experienced Contractors that possess the expertise, capacity and resources to provide high quality, energy efficient and cost effective electrical products, systems, equipment and services that will assist CES Eligible Agencies in maintaining, updating, and operating facilities utilizing the latest technologies on an as-needed basis, including, but are not limited to:

1. Inspecting and assessing existing electrical infrastructures, systems and facilities to determine their adequacy, functionality, operational conditions, and provide renovation or replacement on an as-needed basis, while ensuring the infrastructure, system and facility is more energy efficient, cost effective and in compliance with all current codes, regulations and guidelines.

2. Providing a complete and comprehensive product line of high quality, energy efficient electrical products, materials, systems, parts, and equipment of the latest technology from a variety of nationally recognized manufacturers at an economical cost.

3. Providing quality and cost-efficient electrical services that include:

a) On-call electrical tradesman to perform regular infrastructure and system maintenance, repair and troubleshooting services.

b) Providing comprehensive services relating to assessing, evaluating, and developing a proper solution for upgrading and renovating existing electrical facilities to bring it up to code and to meet current and future needs.

c) Providing CES Eligible Agency's maintenance staff with technical assistance and additional resources to complete various electrical projects and offer preventive maintenance tasks and services that the CES Eligible Agency is not able to perform with its existing staff.

4. Contractors to provide products, perform work, and provide products relating to cabling, fire and security systems, telecommunications and integrated voice, data, video distribution systems.

**E. SUPPLEMENTAL REQUIREMENTS TO THE SCOPE OF WORK**

1. These supplemental requirements are to be adhered to in addition to the CES General Terms and Conditions and CES Supplemental Terms and Conditions specified in the RFP for each Category or Lot(s) if awarded a contract.

2. Unless otherwise specified, the Contractor shall supply all labor, services, tools and equipment necessary to complete specific job order tasks in accordance with proper construction standards and practices; and shall complete projects as implied either from the project drawings or specifications. Architectural and engineering services may be required periodically. If so, the architectural and engineering fees will be agreed upon by the CES Eligible Agency with a customary and reasonable markup for the acquiring the services and executing the work per the A/E instructions.

3. At the issuance of each project or job order under this contract, the CES Eligible Agency and Contractor shall discuss the issues of access and special requirements that are to be observed during the execution of the work.

4. The Contractor shall perform the construction work in accordance with this contract, including provisions of all pricing, management, drawings, documents, labor, materials, supplies, parts, transportation, facilities, supervision, and equipment needed to complete each project.

5. Contractor shall maintain accurate and complete records, files, and documents to include state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations which are necessary and related to the work to be performed.

6. The Contractor will clearly identify each individual product and service and its cost in accordance with the pricing methodology as allowed in this RFP. A detailed price and cost submittal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.

7. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information to the CES Eligible Agency. The Contractor will provide materials lists to include model, trade names and brand names and ratings (if applicable) for all materials necessary to complete the job. If CES or the CES Eligible Agency requests any information, the records and files will be made available to them.

8. The Contractor may be required to provide minor architectural, structural, mechanical, electrical, civil, or other engineering services for small performance-based scopes of work as requested by the CES Eligible Agency or as required for filings or permits. The services shall be provided by architects or engineers registered and insured in the State of New Mexico to practice in the professional field required. Professional liability coverage shall be at least $500,000. All documents prepared by architects, consultants, and engineers for the Contractor under this contract are subject to review by the CES Eligible Agencies and NMPSFA, when applicable.

9. The procedure for initiating a specific job order contracts under RSMeans JOC Core™ JOC programs areas as follows:
a. The CES Eligible Agency may award an individual project to any selected Contractor. Selection of the Contractor and award of the project may be based on one or more of the following criteria:
a). Evaluation of past and current performance on projects of a similar nature and type of work, project size, construction management challenges, schedule performance, etc.
b). Owner schedule and the availability and current workload of preferred Contractor
c). Management of project dollar volume within bonding limitations of the Contractor
d). Price, as it relates to the CES Eligible Agency's independent cost estimate or to an offer from any other contractor.
e). Contractor's responsiveness to the CES Eligible Agency for other projects.
f). Other appropriate criteria as deemed in the best interest of the CES Eligible Agency.

10. The CES Eligible Agency and the Contractor will schedule a site visit to discuss and develop a scope of work, determine the project requirement, and compile all pertinent documents. From this meeting, the Contractor and CES Eligible Agency shall come away, at a minimum, with the following:
a. The general scope of work
b. Existing site conditions
c. Definition and refinement of requirements
d. Detailed scope of work.
e. Establishing requirements for design drawings, sketches, submittals, catalogue cuts, samples, shop drawings, etc.
f. Tentative construction schedule (bar chart or critical path method [CPM] schedule)
g. Preliminary quantity estimates
h. Proposal due date
i. Methods and alternatives for accomplishing work
j. Access to the site and protocol for admission
k. Staging area

l. Presence of hazardous materials
m. Liquidated damages.

11. Upon completion of the joint scope process, the Contractor will prepare and submit a draft of the detailed scope of work, referencing any attachments required to accurately document the work to be accomplished for the CES Eligible Agency to review and approve, amend or reject. The detailed scope of work, unless modified and agreed to by both the Contractor and the CES Eligible Agency, will be the basis on which the Contractor will develop its Price proposal and submit it to the CES Eligible Agency for its final acceptance or rejection. The Contractor does not have the right to refuse to perform any task or any work required for the successful delivery of the project.
a. The Contractor's Proposal shall include the following:
1) Cost of the Work including Bonds and NMGRT
2) Required drawings or sketches
3) List of anticipated Subcontractors
4) Construction schedule
5) Calculations
6) Special insurance, if required
7) For special equipment, a copy of the warranty document, if required
b. Other requested documents.
1) Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
2) If the Contractor will perform the work with its own forces, or if the work is to be subcontracted, the Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. CES Eligible Agency may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner’s approval. If approved, less than three quotes or bids will be allowed.
3) The final price submitted for Non-Pre-priced Tasks shall be in accordance with the following formula:

**For Non-Pre-Priced Tasks Performed with Contractor's Own Forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
C = Lowest of three independent quotes for all materials.
**Total for a Non-Pre-priced Tasks performed with Contractor’s Own Forces = (A+B+C) x Non-Pre-priced Task Adjustment Factor**

**For Non-Pre-Priced Tasks Performed by Subcontractors:**

If the Non-Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.
D = Lowest of three Subcontractor Quotes
**Total Cost for Non-Pre-priced Tasks performed by Subcontractors** = D x Non-Pre-Priced Task Adjustment Factor
4) After a Non-Pre-priced Task has been approved by CES, the Unit Price for such task will be established, and fixed as a permanent Non-Pre-priced Task which will no longer require price justification.
5) The CES Eligible Agency's determination as to whether a task is a Pre-priced Task, or a Non-Pre-priced Task shall be final, binding and conclusive as to the Contractor.

12. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

13. The Contractor shall provide incidental engineering and architectural services required for a Job Order including drawings and information required for filing.

14. The Contractor's Price Proposal shall be submitted by the date indicated at the Joint Scope meeting. All incomplete Price Proposals shall be rejected. The time allowed for preparation of the Contractor's Price Proposal will depend on the complexity and urgency of the project but should average between seven and fourteen days. On complex projects that may require incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

15. Under no circumstances, regardless of an emergency to include minor maintenance and repair projects requiring immediate completion, shall the Contractor proceed with the work without a Purchase Order from CES.

16. By submitting a Price Proposal to the CES Eligible Agency, the Contractor agrees to accomplish the detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal and apply the appropriate PH&P prior to delivering it to the CES Eligible Agency.

17. If the Contractor requires clarifications or additional information regarding the scope of work to prepare the Price Proposal, the request must be submitted timely so that the work is not delayed.

18. Review of the Proposal and Issuance of CES Purchase Order.

a. The CES Eligible Agencies representative will evaluate the Contractor's Price Proposal, and proposed tasks, and compare these with the cost estimate of the detailed scope of work to determine the reasonableness of approach, including the nature and quantity of tasks proposed.

b. The Contractor may choose the means and methods of construction; subject however, to CES Eligible Agency's right to reject any means and methods proposed by the Contractor that:

1) Will constitute or create a hazard to the work, or to persons or property; or
2) Will not produce finished Work in accordance with the terms of the Contract; or
3) Unnecessarily increases the price of the project when alternative means and methods are available.

19. The CES Eligible Agency reserves the right to reject a Price Proposal or cancel a Project for any reasonable reason and with written notification. CES Eligible Agency also reserves the right not to issue a Purchase Order to CES if it is determined to be in the best interests of CES Eligible Agency. CES Eligible Agency may perform such Work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Price Proposal including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Price Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Price Proposal with CES Eligible Agency.

20. By submitting a Price Proposal to the CES Eligible Agency, the Contractor agrees to accomplish the Detailed Scope of Work at the lump sum price submitted. It is the Contractor's responsibility to include the necessary breakdown of quantities, time, materials, etc., in the Price Proposal and to delivering the final project to the CES Eligible Agency.

21. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order delivered to the Contractor constitutes CES Eligible Agency's acceptance of the Contractor's Job Order Price Proposal. A copy of the Job Order will be provided to the Contractor.

22. CES will review all information submitted and, if CES finds the job order is in compliance with the terms, conditions and specifications, CES will issue the Contractor a CES purchase order, which is considered Contractor's notice to proceed. Job orders shall include all documents relating to the identified project. The CES purchase order, signed by and delivered to the Contractor, constitutes CES and its Agency's acceptance of the Contractor's proposal. A signed copy will be provided to the Contractor, together with the Notice to Proceed.

23. CES will review all information submitted and, if CES finds the Price Proposal in compliance with the terms, conditions, specifications, and Contractor Pricing, CES will issue the Contractor a CES purchase order, which is considered Contractor's notice to proceed. The Price Proposal shall include all documents relating to the identified project. The CES purchase order, signed by and delivered to the Contractor, constitutes CES and its Agency's acceptance of the Contractor's

proposal. A signed copy will be provided to the Contractor. Upon receipt of the CES Purchase Order, the Contractor shall provide the CES Eligible Agency and CES, a Certificate of Insurance naming the CES Eligible Agency as co-insured, and if applicable 100% Performance and 100% Payment Bonds for the project. Upon receipt of these documents, the Contractor may proceed with the work.

24. The Contractor will prepare and submit with each proposal a bar chart or CPM schedule setting forth the manner and sequence of the work. The Contractor shall schedule the work in accordance with the time duration set forth in the Price Proposal.

25. Changes in the work shall be dealt with by a Supplemental Price Proposal and amendments to the CES Eligible Agency and CES Purchase Orders, respectively. Additional Time will be negotiated as appropriate for the scope of work.

26. Bid Price Adjustments

a. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated in the original Job Order, the Price Proposal shall be modified by written Supplemental Job Order. Payment for major items shall be calculated by the terms of the Supplemental Job Order.
b. Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,
    1) Identify the specific material that has experienced a major spike,
    2) Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
    3) Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

27. Notice to Proceed: The Contractor will not begin work on a Project under any circumstances until CES’ purchase order is issued and all documents relating to that job order are signed by CES, its Eligible Agency and the Contractor and Notice to Proceed has been issued to the Contractor.

28. Provide Fixed Hourly Rates to be used in your Price Proposal as follows:

**1) Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).**

(a) One for work in normal hours when the total project cost (job order) more than $60,000, requiring state wage rates.

(b) One for work in normal hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

**2) Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).**

(a) One for work in other than normal working hours when the total project cost (job order) more than $60,000, requiring state wage rates.

(b) One for work in other than normal working hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

**3) Project Funded by Federal Funds or on Tribal Lands Performed During Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday)**

(a) One for work in normal working hours when the total project cost (job order) is more than $2,000, requiring federal wage rates.

**Non-Pre-Priced Tasks**

a. One for tasks that may not be found within the Construction Task Catalogue (CTC)

29. Calculate Overhead and Profit to include the following:

a. All general cost (General Conditions) such as home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment and paperwork; inspection and testing fees; training; supervision; JOC System License Fee; project mobilization and close-out and other related costs.

b. Plan Checking and Permit Fees: Include as part of the response any plan checking fee as charged by any municipality, county or state government (or any other applicable entity or agency with jurisdiction over the project) for checking contract documents prior to obtaining a building permit. Include in your response all costs incurred for permits relating to this requirement.

## D. QUOTES AND PROPOSALS

All proposals submitted to a CES Eligible Agency under this RFP will be based on the pricing methodology described and stipulated within each Category and Lot of this RFP specific to the Contractor's response and awarded contract.

1. Contractor will adhere to the CES Business Office process to provide the required construction paperwork before CES will issue the first Payment to Contractor to include the following:

Project that exceeds $25,000 → 100% Performance and Payment bond
Project that exceeds $60,000 → State Wage Decision

Note: Federal Wage Decision (Davis Bacon) required for projects starting at $2000 when federal funds are being used. Please ask the CES Eligible Agency before preparing your quote if there are any federal dollars being used on the project.

• Subcontractor Listing Form → ½ of 1% of Project or $5,000, whichever is greater
• Subcontractor Bond to GC for the Work that exceeds $125,000 → Provide CES with a copy of Subcontractor Bonds

Notification of Award – Must provide estimated start/end dates of project if not using a formal industry standard agreement between the Owner and Contractor, such as AIA, PSFA, or CES Three-Party Agreement.
• Statement of Intent to Pay Prevailing Wages (SOI*)
• Affidavit of Wages Paid (AWP) Needed at time of FINAL Payment*
• Architect Stamp – for any Roofing Project

*SOI and AWP are needed from the General Contractor and all Subcontractors. Every Subcontractor must be registered with NM Workforce Solutions at the time they are awarded the project, or they are NOT ELIGIBLE to be used on the project.

## PART IV RSMeans JOC Core™ CATEGORICAL SCOPE OF WORK

Upon request by a CES Eligible Agency and at no cost to CES or the CES Eligible Agency, the Contractor will arrange a meeting with the Agency to review the scope of construction products and services to be provided, project's location, conditions and timelines, the CES Agency's requirements and expectations to gather the information required to prepare the necessary paperwork and cost proposal to enable the Agency to make a decision whether or not to proceed with the proposed project.

A. As part of the joint scope of work meeting, the Contractor will perform a preliminary investigation to develop the project's detailed scope of work. The Contractor shall determine if the project is being funded in part or in whole by the CES Agency, the Federal Government or NMPSFA. The Contractor shall communicate with all parties that have been identified as co- owner's representatives.

B. Based on the information obtained from the owner's designated representative(s), and the Contractor's evaluation and review of the project's documentation and detailed scope of work, the Contractor will prepare a detailed cost proposal covering the services, materials, equipment, and other related items needed to initiate and complete the proposed project's detailed scope of work. This will include, but is not limited to, the estimated timelines, terms, conditions and specifications of performance, warranties, etc., with their associated costs.

C. The Contractor will clearly identify each individual product and service and its cost in accordance with the RSMeans JOC Core™ Construction Procurement Catalog or other pricing methodology as allowed under this Lot. A detailed price and cost submittal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.

D. The Contractor will clearly identify which of the proposed products and services will be provided by its employees and which items it intends to subcontract. The Contractor will

provide a list of all subcontractors with their contact information, NMCID license information, type of products and services provided and dollar value of work to be performed. If applicable, include the subcontractors NMDWS registration number.

E. The CES Eligible Agency reserves the right to accept or reject any project proposal submitted by Contractor.

F. The Contractor may be asked by the CES Eligible Agency to work with them to modify the proposal to meet their needs or available resources. Any changes should be clearly identified in writing so the CES Eligible Agency clearly understands the impact such changes may have on the project outcome or overall quality of the project.

G. On the acceptance of the project proposal, the Contractor and the CES Eligible Agency will need to create and file all required documents with CES, with all appropriate state and local governing authorities, and acquire permits and authorization. If required, the Contractor will complete and sign a CES or CES/NMPSFA third-party agreement between the buyer, Contractor, and owner. If an additional contract is completed between the Contractor and CES Eligible Agency, the Contractor will submit a copy of the signed contract along with its project and cost proposal to CES. CES will verify the pricing to be in accordance with the RFP pricing and will issue a CES purchase order to the Contractor.

H. The Contractor must provide the owner a complete scope of work which includes a description of the work to be performed by the Contractor, the subcontractor, and the owner prior to the issuance of a purchase order.

I. In any contract between the Contractor and an owner based on this RFP, the terms and conditions of the RFP will prevail.

J. The Contractor, upon receipt of the CES purchase order, will provide CES with a copy of any applicable performance and payment bonds for the Contractor and any subcontractors, finalized project timelines, schedules of values, the NMDWS paperwork and additional required documents.

K. Any Supplemental Job Orders or modifications to the project will occur only with written approval of CES, the CES Eligible Agency and the Contractor. The Contractor, upon receipt of the CES purchase order, will provide CES with a copy of any applicable performance and payment bonds for the Contractor and any subcontractors, finalized project timelines, schedules of values, the NMDWS paperwork and additional required documents.

L. Any Supplemental Job Orders or modifications to the project will occur only with written approval of CES, the CES Eligible Agency and the Contractor.

**M. RSMeans JOC Core™ INDIVIDUAL JOB ORDER PROJECT – PRICE PROPOSAL PREPARATION**

When preparing a project proposal for this Lot, the Contractor shall utilize the following pricing methodologies to prepare their cost proposal for individual job order projects.

1. **RSMeans JOC Core™ Construction Procurement Catalog Pricing Methodology**

a. The Offeror responding to this Lot will required to purchase a license for the JOC Core application and will be required to use the current version of the RSMeans JOC Core™ Construction Procurement Catalog to prepare a cost proposal covered by this Lot.

b. The RSMeans JOC Core™ Construction Procurement Catalog pricing method is to be the primary method for pricing projects covered by this Lot.

c. When utilizing the RSMeans JOC Core™ Construction Procurement Catalog pricing methodology, there are options that can be established that will govern how individual construction cost items within the RSMeans JOC Core™ application can affect and modify the individual item's costs as a global setting and will determine the actual item's cost that appears on the project's price proposal. All such options must be disclosed and noted within the Offeror's cost submittal response.

d. The individual item's cost shown in the RSMeans JOC Core™ application and the RSMeans JOC Core™ Construction Procurement catalog indicates the materials, equipment, labor, overhead and profit that will be charged the Owner for the construction item.

e. RSMeans JOC Core™ cost proposals are to be the primary method utilized for projects covered by this Lot.

f. All products and services required to complete the project's detailed scope of work provided must be listed.

g. The Contractor must, for each individual cost item shown on their cost proposal, identify any of the RSMeans JOC Core™ special factors that are applicable.

h. A current edition of the RSMeans JOC Core™ Construction Procurement Catalog shall be utilized for the response to the RFP. A new edition is published at the start of each CES contract, and every quarter throughout the calendar year with adjustments and updates to reflect current material costs, equipment costs, labor rates, market conditions, etc., and are included in the new addition and will limit the need for item prices to be adjusted. If a price increase occurs during the year that significantly affects the industry, the Contractor may request CES' approval for an adjustment.

i. The quantity or unity of measure, of a product or service must accurately represent the required need.

j. A subtotal of all the items selected will be presented and the Contractor's multiplier/factor awarded for the region will be applied to arrive at the JOC Core project cost.

k. Contractor's RSMeans JOC Core™ JOC Core™ factor, as part of the Offeror's response to this Lot, it will propose a factor that will be applied to the RSMeans JOC Core™ Construction Procurement Catalog construction cost proposal to reflect the additional Contractor's costs to prepare for, mobilize, take possession of, secure and take control of the construction site, and to manage, supervise and complete all activities required by the project

and the CES one and one quarter percent (1.25%) administrative fee.

l. **The Offeror's factor must include all general condition items and the CES one and one quarter percent (1.25%) administrative fee**.

m. Since all mobilizations, transportation and travel costs for both the contractor and its subcontractor's personnel are to be included in the Offeror's factor, if the Offeror intends to service CES procurement regions other than the region in which Offeror is located and intends to utilize subcontractor's that are not located in the CES procurement region where the project is located, the Offeror must take into consideration all of these variables and appropriately allow for them in its factor for each region it intends to serve.

n. The Offeror will propose a factor for each of the CES procurement regions it intends to serve. This factor will be expressed as a whole number plus three (3) decimals places. For example, if the Offeror proposes (0.925) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be ($10,000 multiplied by 0.925 equals $9,250) total construction costs. If the Offeror proposes (1.125) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be $10,000 multiplied by 1.125 would equal $11,250 for total construction costs.

o. The Offeror will propose the following factors for each CES procurement region it intends to service. The Offeror may propose factors that are the same for all regions or may vary between regions.

**2. Provide Fixed Hourly Rates to be used in your Price Proposal as follows:**

**a. Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).**

(a) One for work in normal hours when the total project cost (job order) in excess of $60,000, requiring state wage rates.

(b) One for work in normal hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

**b. Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).**

(a) One for work in other than normal working hours when the total project cost (job order) in excess of $60,000, requiring state wage rates.

(b) One for work in other than normal working hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

**c. Project Funded by Federal Funds or on Tribal Lands Performed During Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday)**

(a) One for work in normal working hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.

(b) One for work in normal working hours when the total project cost (job order) is less than$2,000 and does not require federal wage rates.

**d. Project Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours (Defined as all hours not defined as normal hours above)**

(a) One for work in other than normal working hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.

(b) One for work in other than normal working hours when the total project cost (job order) is less than $2,000 and does not require federal wage rates.

Note: Factors c) and d) are utilized for projects funded by federal funds and require Davis Bacon Wage Rates or for projects located on tribal lands.

c) Cost of permits, performance and payment bond costs, tribal taxes and New Mexico Gross Receipt Taxes are shown as separate line items on the cost proposal.

d) All adjustment factors are expressed as an increase or decrease from the published prices.

e) When offering an adjustment factor, the Offeror must include in its factor:

i. All general cost (General Conditions) such as home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment and paperwork; inspection and testing fees; training; supervision; JOC System License Fee; project mobilization and close-out and other related costs.

ii. Plan Checking and Permit Fees: Include as part of the response any plan checking fee as charged by any municipality, county, or state government (or any other applicable entity or agency with jurisdiction over the project) for checking contract documents prior to obtaining a building permit. Include in your response all costs incurred for permits relating to this requirement.

iii. The Contractor cost for Payment and Performance Bonds shall be listed as a line item in each proposal in excess of $25,000.

**Note:** Offerors and Subcontractors whose home location is in one region and the project is in another must build into their adjustment factor the above costs associated for doing projects in other regions. No general conditions relating to the above items will be allowed in a project's proposal unless it is submitted and approved in advance by the CES Eligible Agency CES.

**e. Performance and Payment Bond Costs**

This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the

documentation to substantiate the rate, that is, two percent (2%).

**f. Alternative Methods of Costing O/P**

Used for those items that cannot be priced using the RSMeans JOC Core™ pricing method, including sole source items. Offeror is to indicate the percent of overhead, or markup, to be added to these costs to obtain the standard cost on which the CES discount can be taken to achieve the CES price.

**g. CES Discount off Alternative Costing**

To obtain CES prices for those items that cannot be priced using the JOC Core pricing method. This represents the Offeror's discount % that is taken off the standard cost to obtain the CES price. Example: item cost $1,000, percent of profit and overhead of 20% equals standard price of $1,200, less the CES discount of 10% or $120 equals the CES price of 1,080.

**h. Discounts Provided on Price Lists and Catalogs**

This represents the average discount provided by the Offeror on stated prices.

**I. Offeror's Support for CES Pricing**

Same % Discount as Offeror has stated on the Mandatory Form in the RFP documents.

**N. Lot 2 JOC Core™ PROJECT PROPOSAL PREPARATION REQUIREMENTS**

1. When preparing a project proposal for this Lot, the Contractor shall utilize the following pricing methodologies to prepare their cost proposal for individual job order projects.

2. RSMeans JOC Core™ Construction Procurement Catalog Pricing Methodology

a. The Offeror responding to this Lot will acquire the current version of the RSMeans JOC Core™ Construction Procurement Catalog that is required in to prepare a cost proposal covered by this Lot.

b. The RSMeans JOC Core™ Construction Procurement Catalog pricing method is to be the primary method for pricing projects covered by this Lot.

c. When utilizing the JOC Core pricing methodology, there are options that can be established that will govern how individual construction cost items within the RSMeans JOC Core™ application can affect and modify the individual item's costs as a global setting and will determine the actual item's cost that appears on the project's price proposal. All such options must be disclosed and noted within the Offeror's cost submittal response.

d. The individual item's cost shown in the RSMeans JOC Core™ application cost-listing indicates the materials, equipment, labor, overhead and profit that will be charged the Owner for the construction item.

f. RSMeans JOC Core™ cost proposals are to be the primary method utilized for projects covered by this Lot.

g. All products and services required to complete the project's detailed scope of work provided must be listed.

h. The Contractor must, for each individual cost item shown on their cost proposal, identify any of the RSMeans JOC Core™ special factors that are applicable.

i. A current edition of the RSMeans JOC Core™ Construction Procurement Catalog shall be utilized for the response to the RFP.

A new edition is published at the start of each CES contract, with adjustments and updates to reflect current material costs, equipment costs, labor rates, market conditions, etc., and are included in the new addition and will limit the need for item prices to be adjusted. If a price increase occurs during the year that significantly affects the industry, the Contractor may request CES' approval for an adjustment.

j. The quantity or unity of measure, of a product or service must accurately represent the required need.

k. A subtotal of all the items selected will be presented and the Contractor's multiplier/factor awarded for the region will be applied to arrive at the JOC Core project cost.

l. Contractor's RSMeans JOC Core™ factor, as part of the Offeror's response to this Lot, it will propose a factor that will be applied to the RSMeans JOC Core™ Construction Procurement Catalog construction cost proposal to reflect the additional Contractor's costs to prepare for, mobilize, take possession of, secure and take control of the construction site, and to manage, supervise and complete all activities required by the project including the CES 1.25% Administrative Fee.

m. The Offeror's factor must include all general condition items and the CES one point two five percent (1.25%) administrative fee.

n. Since all mobilizations, transportation and travel costs for both the contractor and its subcontractor's personnel are to be included in the Offeror's factor, if the Offeror intends to service CES procurement regions other than the region in which Offeror is located and intends to utilize subcontractor's that are not located in the CES procurement region where the project is located, the Offeror must take into consideration all of these variables and appropriately allow for them in its factor for each region it intends to serve.

o. The Offeror will propose a factor for each of the CES procurement regions it intends to serve. This factor will be expressed as a whole number plus three (3) decimals places. For example, if the Offeror proposes (0.925) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be ($10,000 multiplied by 0.925 equals $9,250) total construction costs. If the Offeror proposes (1.125) and the project's construction quote/cost proposal subtotal is ten thousand ($10,000) dollars, then the calculation would be $10,000 multiplied by 1.125 would equal $11,250 for total construction costs.

p. The Offeror will propose the following factors for each CES procurement region it intends to service. The Offeror may propose factors that are the same for all regions or may vary between regions.

**1) Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).**

a) One for work in normal hours when the total project cost (job order) is in excess of $60,000, requiring state wage rates.

b) One for work in normal hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

**2) Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).**

a) One for work in other than normal working hours when the total project cost (job order) is in excess of $60,000, requiring state wage rates.

b) One for work in other than normal working hours when the total project cost (job order) is less than $60,000 and does not require state wage rates.

**3) Project funded by Federal Funds or on Tribal Lands and performed during working hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday).**

a) One for work performed during normal hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.

b) One for work performed during normal hours when the total project cost (job order) is less than $2,000 and does not require federal wage rates.

**4) Project funded by Federal Funds or on Tribal Lands and performed outside normal working hours (Defined as all hours not defined as normal hours above).**

a) One for work performed outside of normal hours when the total project cost (job order) is in excess of $2,000, requiring federal wage rates.

b) One for work performed outside of normal hours when the total project cost (job order) is less than $2,000 and does not require federal wage rates.

Note: Factors c) and d) are utilized for projects funded by federal funds and require Davis

Bacon Wage Rates or for projects located on tribal lands.

c) Cost of permits, performance and payment bond costs, tribal taxes and New Mexico Gross Receipt Taxes are shown as separate line items on the cost proposal.

**3. Alternative Pricing Methodology**

If there are RSMeans JOC Core™ cost products or services that cannot accurately describe the construction product or services required by the project's detail scope of work, the cost of

these items will be calculated by utilizing these components of the alternative pricing methodology.

a. The Offeror will propose a percentage that includes the Offeror's overhead, markup, and profit to determine the normal and customary price.

b. The Offeror will also propose a percentage that reflects the amount of discount offered to CES and CES Eligible Agencies that will be used to determine the CES price.

c. Once a quote is approved by the CES Eligible Agency, the Contractor will apply their proposed percentage to establish the normal and customary retail price. For example, if the total cost of the quote is ten thousand ($10,000) dollars and the Contractor's awarded percentage is eighteen percent (18%), the retail price would be determined by multiplying $10,000 by 1.18, establishing $11,800 as the alternative price. In developing this percentage, the Offeror must consider any non-construction general conditions and include them as part of its percentage.

e. The CES price is calculated by taking the alternative price of $11,800 and multiplying it by the CES discount off the alternative price that was proposed and subtracting that amount from the alternative price. For example, given the alternative price of $11,800 and a five (5) percent discounts from the alternative price, the calculation would be ($11,800*.05) = $590; then $11,800 -$590 = $11,210. The CES price of $11,210 would be made a part of the project's cost proposal.

f. The Contractor must provide CES all the quotes (a minimum of at least three quotes per item) and documents associated with its final project cost proposal when the alternative pricing methodology is utilized.

g. Cost of permits, performance and payment bond costs, tribal taxes and New Mexico Gross Receipt Taxes are shown as separate line items on the cost proposal.

4. **Published/Retail Price Lists:** For products and services not covered by R.S. Means, the Offeror may prepare and submit a supplier's, a distributor's, or manufacturer's published price list as another pricing methodology. The line-item cost of these items will be determined and calculated by taking the published price list and applying a CES discount to obtain the price paid by the CES Eligible Agency.

## CATEGORICAL DEFINITIONS

**ADAAG:** Americans with Disabilities Act Architectural Guidelines, http://www.access-board.gov/adaag/html/adaag.htm
**ADA:** Americans with Disabilities Act, http://www.ada.gov
**Adjustment Factor:** The competitively bid adjustment to be applied to the unit prices listed in the Construction Task Catalog® utilized by the Gordian pricing methodology.
**A/E:** Architectural and Engineering
**Builders Work:** Work done in conjunction with and subsidiary to work performed by mechanical,

electrical, or other trades such as installations requiring cutting and patching of others work.
**CCI:** Construction Cost Index
**CFR:** Code of Federal Regulations, www.gpoaccess.gov/cfr/index.html
**CID:** Construction Industries Division
**Construction Task Catalog®:** A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price. (also, referred to as the "Unit Price Book" or "UPB") utilized by the Gordian pricing methodology.
**Consumables:** Items used, worn, or consumed such as fuel and lubricants, and parts of tools such as saw blades.
**Detailed Scope of Work:** A written description setting forth the work the Contractor is obligated to complete for a Job Order/project.
**Factory-Built Building:** A residential or nonresidential building including a dwelling unit or habitable room thereof which is either wholly or in substantial part manufactured at an off-site location to be assembled on- site.
**Federal Regulations and Codes – Title 29:** Hazardous materials handling, removal, and disposal; respiratory protection and monitoring; employee exposure to hazardous materials; employee exposure and medical records; construction involving hazardous materials and hazardous communications.
**Federal Regulations and Codes – Title 40:** National emission standards for hazardous materials and asbestos abatement projects, worker protection, asbestos-containing materials in schools.
**HVAC System:** An EPA approved vacuum system. HVAC is the abbreviation for heating, ventilation, and air conditioning systems, used in building design and construction.
**ISO:** International Standards Organization, www.iso.ch
**ISO 9000/9001:** International Standards Organization Quality Standards
**Job Order:** A written order requiring the Contractor to complete the detailed scope of work in the job order completion time for the job order amount. The CES Member will be responsible for the development of the job order, as well as the supervision and acceptance of the work contained in the job order description. Each job order will include a detailed scope of work, a lump sum, firm fixed price proposal from the Contractor, with New Mexico Gross Receipts Tax (NMGRT) shown as a separate line item, time duration for the completion of the work and any special conditions that might apply to that specific job order.
**Job Order Amount:** The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
**Job Order Contract (JOC):** A job order contract is an indefinite quantity contract in which the Contractor will perform an ongoing series of individual small to medium, multi-traded maintenance, repair and minor new construction projects at different locations throughout the identified CES regions.
**Job Order Completion Time:** The time within which the Contractor must complete the Detailed Scope of Work.
**Job Order Price Proposal:** A price proposal prepared by the Contractor that includes the pre-priced tasks, non-pre-priced tasks, quantities and appropriate adjustment factors required to complete the detailed scope of work in accordance with the Gordian pricing methodology.
**Job Order Proposal:** A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors; (d) Construction schedule;

and (e) other requested documents.
**Joint Scope Meeting:** A site meeting to discuss the work before the detailed scope of work is finalized. Modular/Pre-Engineered Building: A factory-built building where the different components are constructed at the manufacturer's facilities and then transported to the project site where they are assembled, erected, or constructed to make a complete building. Additional construction services may be needed to finish and install other components.
**NEC:** NFPA 70: National Electrical Code, http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp
**NFPA 54:** Liquid Petroleum Gas Code for installation of piping and appliances for both residential and commercial applications.
**NFPA 58:** Liquid Petroleum Gas Code, for gas piping materials and components, gas piping installations, and inspection, testing, and purging of gas piping systems.
**NMAC 14.7.2:** 2009 New Mexico Commercial Building Code
**NMPSFA:** New Mexico Public School Facilities Authority, www.nmpsfa.org
**Non-Pre-Priced Tasks:** An item of work required by the detailed scope of work, but not included in the Construction Task Catalog®. Architectural and engineering services may be required periodically during the life of this contract. If architectural and engineering services are required, they will be priced as a non-pre-priced task. Any architectural and engineering fees will be negotiated with the Contractor. Such work requirements will be incorporated into and made a part of this contract for the job order to which they pertain, and can be incorporated into the Construction Task Catalog, if determined appropriate by CES, at the base price determined in this contract. Non-pre-priced tasks will be separately identified and submitted in the job order proposal; utilized by the Gordian pricing methodology.
**Owner's Representative:** A CES Member's employee or contracted consultant who has been designated by the Member to coordinate, supervise, manage, make decisions and act on the Member's behalf during a procurement transaction or construction project.
**Portable/Relocatable Building:** A factory-built building which is completely constructed at the manufacturer's facilities and then is transported to the designated project site. The only services performed on the project site relates to setting the building in place and connecting the utilities.
**Pre-Priced Task:** An item of work included in the Construction Task Catalog® for which a unit price is given; utilized by the Gordian pricing methodology.
**Project:** The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
**Subassembly:** A prefabricated wall, floor, ceiling, roof, or similar combination of components.
**Supplemental Job Order:** A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or change the Job Order Completion Time.
**Third Party Contractor:** A Contractor selected and named by the Owner in specifications or in a designer's instructions to the Contractor who is not a party to the contract in question, but who also has a construction contract with the same Owner for providing the specialized, individual building component or system the Owner has chosen to incorporate into the project, therefore, creating a need for coordination and cooperation among the Owner's engaged contractors on the same project, provided neither Contractor raises no reasonable objections.
**Unit Price:** The price published in the Gordian Construction Task Catalog® / RSMeans JOC Core™

ConstructionProcurement Catalog for a specific construction or construction-related task. Each unit price is comprised of the labor, equipment, and material costs to accomplish that specific task. Unit price is also the price for a single unit of measure, such as the price for a product in a catalog or on a retail price list.

# ATTACHMENT B
# TO
# ACCEPTANCE OF PROPOSAL AND OFFER
# AND CONTRACT AWARD

## PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror’s awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, “hourly labor rate or the list/catalog unit price”, “the per cent discount offered” and the final “CES price”. All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.

# COST PROPOSAL

Category 2 - Electrical - Lot 2 Job Order Contracting (JOC) Lynco Electric Co. Inc.
RS Means (JOC Core) Mech-Elec-Plumbing
2023-04

| Product Name | Product Description | Unit Of Measure | All Regions | Region 1 | Region 2 | Region 3 | Region 4 | Region 5 | Region 6 | Region 7 | Region 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Normal Hours Requiring State Wage Rates (Outside Tribal Land) | Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays)(Outside Tribal Land). Factor for work in normal hours when the total project cost (job order) is in excess of $60,000, requiring state wage rates. | Cost Adjustment Factor | | | | | | | 1.29 | 1.11 | 1.11 |
| Normal Hours Not Requiring State Wage Rates (Outside Tribal Land) | Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays)(Outside Tribal Land). Factor for work in normal hours when the total project cost (job order) is less than $60,000, not requiring state wage rates. | Cost Adjustment Factor | | | | | | | 1.23 | 1.04 | 1.04 |
| Other Than Normal Hours Requiring State Wage Rates (Outside Tribal Lands) | Other Than Normal Working Hours(Outside Tribal Land) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost (job order) is in excess of $60,000, requiring state wage rates. | Cost Adjustment Factor | | | | | | | 1.52 | 1.34 | 1.34 |
| Other Than Normal Hours Not Requiring State Wage Rates (Outside Tribal Lands) | Other than Normal Working Hours (Outside Tribal Lands) (As defined in the RFP documents). Factor for work performed in other than normal hours when the total project cost (job order) is less than $60,000, not requiring state rates. | Cost Adjustment Factor | | | | | | | 1.48 | 1.23 | 1.23 |
| Project Funded by Federal Funds or on Tribal Land During Normal Working Hours | Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays). Factor for work in normal hours when project cost (job order) is in excess of $2,000, requiring federal wage rates and involves Federal Funds. | Cost Adjustment Factor | | | | | | | 1.29 | 1.11 | 1.11 |
| Project Funded by Federal Funds or on Tribal Land During Normal Working Hours | Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Mondays-Fridays). Factor for work in normal hours when project cost (job order) is less than $2,000, not requiring federal wage rates and involves Federal Funds. | Cost Adjustment Factor | | | | | | | 1.29 | 1.11 | 1.11 |
| Projects Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours | Other than Normal Working Hours (As defined in the RFP). Factor for work in other than normal working hours when project cost (job order) is in excess of $2,000, requiring federal wage rates and involves Federal Funds. | Cost Adjustment Factor | | | | | | | 1.55 | 1.34 | 1.34 |
| Projects Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours | Other than Normal Working Hours (As defined in the RFP). Factor for work in other than normal working hours when project cost (job order) is less than $2,000, not requiring federal wage rates and involves Federal Funds. | Cost Adjustment Factor | | | | | | | 1.55 | 1.34 | 1.34 |
| Alternative Costing O/P | Alternative Methods of Costing - percent of overhead/markup and profit added to cost. | Percent | % | | | | | | 20 % | 20 % | 20 % |
| Alternative Costing CES Discount | Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount. | Percent | % | | | | | | 2 % | 2 % | 2 % |
| Average Discount Off Published Price | Percent of Discount off Printed/Published Price Sheets | Percent | % | | | | | | 2 % | 2 % | 2 % |
| Performance & Payment Bond Cost | This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%). | Percent | % | | | | | | 1 % | 1 % | 1 % |

| Product Name | Product Description | Unit Of Measure | All Regions | Region 1 | Region 2 | Region 3 | Region 4 | Region 5 | Region 6 | Region 7 | Region 8 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Offeror's Support for CES Pricing | Offerors Support for CES Pricing, Percent of difference between CES price and individual entity price. | Percent | % | | | | | | 2 % | 2 % | 2 % |

*Exhibit "C"*

## *CITY OF LAS CRUCES*

### *BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2023-24*

| | 1500 HHR CONTINGENCY 2023-24 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 10,548,762 | 13,967,612 | 0 | 13,967,612 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Public Safety Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Hold Harmless Replacement GRT | 14,640,868 | 14,640,868 | 0 | 14,640,868 |
| State-Shared Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 0 | 0 | 0 | 0 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 0 | 0 | 0 | 0 |
| Payment In Lieu of Property Tax | 0 | 0 | 0 | 0 |
| Franchise Fees | 0 | 0 | 0 | 0 |
| Payment In Lieu of Franchise Fees | 0 | 0 | 0 | 0 |
| Licenses, Fees & Permits | 0 | 0 | 0 | 0 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 0 | 0 | 0 | 0 |
| Charges For Services | 0 | 0 | 0 | 0 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 0 | 0 | 0 | 0 |
| Miscellaneous Revenues | 0 | 0 | 0 | 0 |
| Federal Grants | 0 | 0 | 0 | 0 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **14,640,868** | **14,640,868** | **0** | **14,640,868** |
| **TOTAL RESOURCES** | **$ 25,189,630** | **28,608,480** | **0** | **28,608,480** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 1,750,000 | 1,207,446 | (177,000) | 1,030,446 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 0 | 0 | 0 | 0 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 0 | 0 | 0 | 0 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 1,750,000** | **1,207,446** | **(177,000)** | **1,030,446** |
| **Other Resources** | | | | |
| Operating Transfers In | 500,000 | 500,000 | 0 | 500,000 |
| Operating Transfers Out | (15,013,352) | (21,612,086) | (177,000) | (21,789,086) |
| **Total Other Resources** | **$ (14,513,352)** | **(21,112,086)** | **(177,000)** | **(21,289,086)** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 8,926,278** | **6,288,948** | **0** | **6,288,948** |

*CITY OF LAS CRUCES* *Exhibit "C"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2023-24*

| | 1400 FACILITIES MAINTENANCE 2023-24 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 1,561,222 | 1,304,234 | 0 | 1,304,234 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Public Safety Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Hold Harmless Replacement GRT | 0 | 0 | 0 | 0 |
| State-Shared Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 0 | 0 | 0 | 0 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 0 | 0 | 0 | 0 |
| Payment In Lieu of Property Tax | 0 | 0 | 0 | 0 |
| Franchise Fees | 0 | 0 | 0 | 0 |
| Payment In Lieu of Franchise Fees | 0 | 0 | 0 | 0 |
| Licenses, Fees & Permits | 0 | 0 | 0 | 0 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 0 | 0 | 0 | 0 |
| Charges For Services | 0 | 0 | 0 | 0 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 2,100 | 20,100 | 0 | 20,100 |
| Miscellaneous Revenues | 0 | 0 | 0 | 0 |
| Federal Grants | 0 | 0 | 0 | 0 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **2,100** | **20,100** | **0** | **20,100** |
| **TOTAL RESOURCES** | **$ 1,563,322** | **1,324,334** | **0** | **1,324,334** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 877,851 | 877,851 | 0 | 877,851 |
| Parks & Recreation | 0 | 0 | 177,000 | 177,000 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 810,471 | 571,483 | 0 | 571,483 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 1,688,322** | **1,449,334** | **177,000** | **1,626,334** |
| **Other Resources** | | | | |
| Operating Transfers In | 125,000 | 125,000 | 177,000 | 302,000 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 125,000** | **125,000** | **177,000** | **302,000** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ (0)** | **0** | **0** | **0** |

# City of Las Cruces
# Capital Improvements Program
# FY 2024-2029

Exhibit "D"

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| **ECONOMIC DEVELOPMENT** | | | | | | | |
| **Economic Development - Newly Funded Projects** | | | | | | | |
| Downtown Video Security | 100,000 | | | | | | **TIDD** |
| **Economic Development - Total Newly Funded Projects** | **$ 100,000** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | |
| **Economic Development - Carryover Projects** | | | | | | | |
| Downtown Plaza Shade Structures | 643,400 | | | | | | **Taxes** |
| Downtown Callecitas Shade Structure | 100,000 | 400,000 | | | | | **TIDD** |
| Gateway Entry Points Improvements<br>1 - LCIIP Signage<br>2 - LCIIP Pocket Park<br>3 - Gateway Signage | 250,000 | 230,000 | 25,000 | 25,000 | 25,000 | 25,000 | **Bonds,** Grants, Taxes |
| Parking Lot 7 and Bathrooms | 99,404 | | | | | | **TIDD** |
| **Economic Development - Total Carryover Projects** | **$ 1,092,804** | **$ 630,000** | **$ 25,000** | **$ 25,000** | **$ 25,000** | **$ 25,000** | |
| **Economic Development - Annual Projects** | | | | | | | |
| Downtown Parking Lots Renovation<br>1 - Parking Lot 9/10<br>2 - Parking Lot at Campo & Hadley | 2,100,000 | 255,000 | 255,000 | 255,000 | 255,000 | 255,000 | Grants, **TIDD** |
| **Economic Development - Total Annual Projects** | **$ 2,100,000** | **$ 255,000** | **$ 255,000** | **$ 255,000** | **$ 255,000** | **$ 255,000** | |
| **Economic Development - Future Projects** | | | | | | | |
| Rocket Drive Expansion | | 820,000 | 7,173,000 | | | | Grants, Taxes |
| Transit Loop Road | | 1,661,000 | 7,800,000 | 7,800,000 | | | Grants, Taxes |
| **Economic Development - Total Future Projects** | **$ -** | **$ 2,481,000** | **$ 14,973,000** | **$ 7,800,000** | **$ -** | **$ -** | |
| **Total Economic Development** | **$ 3,292,804** | **$ 3,366,000** | **$ 15,253,000** | **$ 8,080,000** | **$ 280,000** | **$ 280,000** | |
| **FACILITIES MANAGEMENT** | | | | | | | |
| **Facilities Management - Carryover Projects** | | | | | | | |
| Energy Efficiency Program - IGA | 1,486,435 | | | | | | **Bonds, Taxes** |
| Facility Parking Lot Program<br>1 - Munson Center<br>2 - Henry R Benavidez Community Center<br>3 - Train Depot | 200,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | **Taxes** |
| Gateway Entry Points Signage Maintenance | 7,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | **Taxes** |
| **Facilities Management - Total Carryover Projects** | **$ 1,693,435** | **$ 300,000** | **$ 300,000** | **$ 300,000** | **$ 300,000** | **$ 300,000** | |
| **Facilities Management - Annual Projects** | | | | | | | |
| General Facilities Improvements<br>1 - Communication and Cashier Offices Construction<br>2 - Jardin de Esperanazas<br>3 - WIA Rehabilitation<br>4 - Arc Flash Plan<br>5 - City Hall Furnishings<br>6 - Surveillance Camera Upgrades<br>7 - Records Center Improvements<br>8 - Branigan Library Exterior Re-Stucco<br>9 - Frank O'Brien Papen Community Center<br>10 - City Hall Building Operations Storage | 410,485 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **Taxes** |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| Roof Replacement Program<br>1 - Police Department Main Building<br>2 - WIA Building<br>3 - Municipal Court<br>4 - Meerscheidt Rec Center<br>5 - Rio Grande Theater<br>6 - Museum of Fine Arts<br>7 - Museum of Nature and Science<br>8 - Railroad Museum<br>9 - Police Department Academy<br>10 - Roof Inspections | 2,397,032 | 375,000 | 375,000 | 375,000 | 375,000 | 375,000 | **Taxes, TIDD, Bonds** |
| Safety, Health, Environmental & Emergency<br>1 - City Hall Security Upgrades<br>2 - Parks Sidewalk Replacement<br>3 - Pool Hoist<br>4 - Fire Alarm & Security Upgrades<br>5 - Pigeon Abatement | 28,448 | | | | | | **Taxes** |
| **Facilities Management - Total Annual Projects** | **$ 2,835,965** | **$ 875,000** | **$ 875,000** | **$ 875,000** | **$ 875,000** | **$ 875,000** | |
| **Facilities Management - Future Projects** | | | | | | | |
| HVAC Upgrade Program | | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | Taxes |
| Generator Buffer Program<br>Fire Stations | | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | Taxes |
| Refuse & Recycling Buffer Program<br>Henry R Benavidez Community Center | | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | Taxes |
| Generator Replacement Program | | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | Taxes |
| ADA Compliance | | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | Taxes |
| **Facilities Management - Total Future Projects** | **$ -** | **$ 360,000** | **$ 360,000** | **$ 360,000** | **$ 360,000** | **$ 360,000** | |
| **Total Facilities Management** | **$ 4,529,400** | **$ 1,535,000** | **$ 1,535,000** | **$ 1,535,000** | **$ 1,535,000** | **$ 1,535,000** | |
| **LAS CRUCES AIRPORT** | | | | | | | |
| **Las Cruces Airport - Newly Funded Projects** | | | | | | | |
| LRU Runway 4/22 Rehabilitation | 3,110,000 | 455,000 | | | | | **Grants,** Taxes, Other |
| **Las Cruces Airport - Total Newly Funded Projects** | **$ 3,110,000** | **$ 455,000** | **$ -** | **$ -** | **$ -** | **$ -** | |
| **Las Cruces Airport - Carryover Projects** | | | | | | | |
| LRU Airport Infrastructure Improvements | 969,354 | | | | | | **Grants, Taxes, Other** |
| LRU Passenger Terminal | 191,037 | | 8,608,963 | | | | Grants, **Taxes, Other** |
| LRU Runway 8/26 Extension<br>1 - Environmental Assessment<br>2 - Design<br>3 - Construction | 219,417 | | | | 4,200,000 | 8,400,000 | Grants, **Taxes, Other** |
| LRU Runway 12/30 Extension<br>1 - Environmental Assessment<br>2 - Design<br>3 - Construction | 262,902 | | | | 13,500,000 | | Grants, **Taxes, Other** |
| LRU Taxilane Improvements | 130,982 | 170,000 | | | | | Grants, **Taxes, Other** |
| **Las Cruces Airport - Total Carryover Projects** | **$ 1,773,692** | **$ 170,000** | **$ 8,608,963** | **$ -** | **$ 17,700,000** | **$ 8,400,000** | |
| **Las Cruces Airport - Annual Projects** | | | | | | | |
| LRU Striping and Marking Maintenance Program | 150,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | **Taxes, Other** |
| **Las Cruces Airport - Total Annual Projects** | **$ 150,000** | **$ 75,000** | **$ 75,000** | **$ 75,000** | **$ 75,000** | **$ 75,000** | |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| **Las Cruces Airport - Future Projects** | | | | | | | |
| LRU Utility Infrastructure Improvements | | 4,500,000 | | | | | Bonds, Grants, Taxes, Other |
| LRU Commercial Hangar Design and Construct | | 2,800,000 | | | | | Grants, Taxes, Other |
| LRU Maintenance Facility Design-Construct | | | 650,000 | | | | Grants, Taxes, Other |
| LRU Airport Maintenance Equipment | | 850,000 | | | | | Bonds, Grants, Taxes, Other |
| LRU Airport Automated Weather Observation System (AWOS) | | 412,460 | | | | | Grants |
| LRU Airport Rotating Beacon | | 170,520 | | | | | Bonds, Grants, Taxes, Other |
| LRU Runways 8/26 and 12/30 Blast Pads | | 166,667 | | | | | Grants |
| LRU Pavement Maintenance Program | | 125,000 | 125,000 | 125,000 | 125,000 | 125,000 | Taxes, Other |
| LRU Passenger Air Service Infrastructure Revitalization | | | 15,200,000 | | | | Grants, Taxes, Other |
| LRU Fuel Farm Relocation & Expansion | | | 1,900,000 | | | | Grants, Taxes, Other |
| LRU ARFF Index B Equipment Upgrades | | | 1,600,000 | | | | Grants, Taxes, Other |
| LRU Passenger Terminal Parking | | | 1,200,000 | | | | Grants, Taxes, Other |
| LRU Airline Ground Support Equipment Facilities | | | | 750,000 | | | Grants, Taxes, Other |
| LRU Taxilane Extensions | | | | 3,400,000 | | | Grants, Taxes, Other |
| LRU Multi-Modal Public Passenger Transit Facility | | | | | 2,500,000 | | Grants, Taxes, Other |
| LRU East Perimeter Road | | | | | | 11,200,000 | Grants, Taxes, Other |
| LRU Apron West Hangar Rehabilitation | | | | | | 70,000 | Grants, Taxes, Other |
| LRU Apron West Rehabilitation | | | | | | 70,000 | Grants, Taxes, Other |
| **Las Cruces Airport - Total Future Projects** | **$ -** | **$ 9,024,647** | **$ 20,675,000** | **$ 4,275,000** | **$ 2,625,000** | **$ 11,465,000** | |
| **Total Las Cruces Airport** | **$ 5,033,692** | **$ 9,724,647** | **$ 29,358,963** | **$ 4,350,000** | **$ 20,400,000** | **$ 19,940,000** | |
| **NON-PROFIT ORGANIZATIONS** | | | | | | | |
| **Non-Profit Organizations - Newly Funded Projects** | | | | | | | |
| Children's Museum Facility | 690,746 | 100,000 | 400,000 | 5,500,000 | | | Bonds, **Grants** |
| MV Community of Hope - Campus Extension (Amador Crossing) | 2,500,000 | 5,000,000 | | | | | **Grants** |
| MV Community of Hope - Cocina de Peregrinos/El Caldito Kitchen | 1,875,000 | 1,125,000 | 7,000,000 | 2,700,000 | | | **Grants** |
| MV Community of Hope - Flooring | 10,317 | | | | | | **Grants** |
| MV Community of Hope - Jardin de los Niños Re-Roof | 250,000 | | | | | | **Grants** |
| **Non-Profit Organizations - Total Newly Funded Projects** | **$ 5,326,063** | **$ 6,225,000** | **$ 7,400,000** | **$ 8,200,000** | **$ -** | **$ -** | |
| **Non-Profit Organizations - Carryover Projects** | | | | | | | |
| Arts and Cultural District Improvements | 2,572,861 | | | | | | **Grants** |
| MV Community of Hope - Solar Project | 400,000 | | | 600,000 | | | **Grants** |
| MV Community of Hope - Casa de Peregrinos Food Rescue Whse | 651,942 | 1,847,000 | | | | | **Grants, Other** |
| MV Community of Hope - Expansion Remodel | 1,200,000 | | | | | | **Grants** |
| MV Community of Hope - Health Facility Improvements | 1,853,922 | | | | | | **Grants** |
| **Non-Profit Organizations - Total Carryover Projects** | **$ 6,678,726** | **$ 1,847,000** | **$ -** | **$ 600,000** | **$ -** | **$ -** | |
| **Non-Profit Organizations - Future Projects** | | | | | | | |
| MV Community of Hope - Master Plan Implementation | | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | Grants |
| Paseos Verdes | | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 | Grants |
| La Clinica de Familia - Behavioral Health Facility | | | | | | | Grants |
| *2023 Legislative Appropriation* | | *922,349* | | | | | |
| MV Community of Hope - El Caldito Upgrade | | | 150,000 | | | | Grants |
| MV Community of Hope - Patio to Office Remodel | | | | 1,000,000 | | | Grants |
| MV Community of Hope - Jardin de los Niños Security Improvements | | | | 200,000 | | | Grants |
| **Non-Profit Organizations - Total Future Projects** | **$ -** | **$ 4,922,349** | **$ 4,150,000** | **$ 5,200,000** | **$ 4,000,000** | **$ 4,000,000** | |
| **Total Non-Profit Organizations** | **$ 12,004,789** | **$ 12,994,349** | **$ 11,550,000** | **$ 14,000,000** | **$ 4,000,000** | **$ 4,000,000** | |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| **PARKS & RECREATION** | | | | | | | |
| **Parks & Recreation - Newly Funded Projects** | | | | | | | |
| Klein Park Improvements | 210,000 | 590,000 | | | | | **Grants,** Taxes |
| Light Poles at Hadley Fields | 177,000 | | | | | | **Taxes** |
| Parks and Recreational Facilities Structural Renovations | 286,000 | 399,000 | 125,000 | | | | **Grants,** Taxes |
| Park Drinking Fountains | 14,000 | 70,000 | 70,000 | | | | **Grants,** PIF, Taxes |
| Trail Renovations | 100,000 | 400,000 | 500,000 | 500,000 | 500,000 | 500,000 | Bonds, **Grants** |
| Various Park Restroom Replacement/Repairs & Upgrades | 406,202 | 360,000 | | | | | Grants, **PIF** |
| Veterans' Memorial Park Enhancements | 250,000 | 412,500 | 662,500 | 662,500 | 662,500 | 662,500 | Bonds, **Grants** |
| **Parks & Recreation - Total Newly Funded Projects** | **$ 1,443,202** | **$ 2,231,500** | **$ 1,357,500** | **$ 1,162,500** | **$ 1,162,500** | **$ 1,162,500** | |
| **Parks & Recreation - Carryover Projects** | | | | | | | |
| A. Fielder Memorial Safe Haven Renovations | 446,917 | | | | | | **Taxes** |
| Apodaca Park Aquatic Playground and Multi-Use Path | 1,255,738 | | | | | | **PIF, Taxes** |
| Ballfield/Soccer Field Renovations & Upgrades | 820,236 | 834,600 | 144,000 | 3,200,000 | | | **Grants** |
| Chandler Tank Park | 1,082,035 | | | | | | **Bonds, Taxes** |
| Dona Ana Move Trail | 690,000 | | | | | | **Grants, Taxes** |
| East Mesa Public Safety Area Park | 100,000 | 100,000 | | 100,000 | | 100,000 | Grants, **PIF** |
| Gallagher Park Improvements | 149,189 | | | | | | **Taxes** |
| Highland Park | 2,028,552 | 510,850 | | | | | Grants,**PIF, Taxes** |
| JCP Learning Center Exterior Repairs | 292,800 | | | | | | **Grants, Taxes** |
| Las Cruces Lateral RTP Trail | 489,011 | | | | | | **Grants** |
| Las Cruces Regional Aquatic Center HVAC & Dehumidifier | 75,000 | | | | | | **Taxes** |
| Meerscheidt Recreation Center - Remodel/Expansion | 2,000,000 | | | | | | **Bonds,** Grants |
| Meerscheidt Recreation Center Improvements | 186,169 | 145,831 | | | | | Grants, **Taxes** |
| New Skate Park - Plan & Design | 550,000 | 800,000 | | | | | **Grants** |
| Parks Smart Controllers & Pumps | 150,001 | | | | | | **Grants, Taxes** |
| Pioneer Women's Park Gazebo Improvements | 835,699 | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 | **Grants** |
| Regional Rec & Aquatic Cntr - Ph II - Community Pool Construction | 476,026 | | | | | | **Bonds, PIF, Taxes** |
| Skate Park Renovation & Improvements | 1,070,000 | 836,500 | 1,650,000 | 500,000 | | | **Grants, PIF** |
| Tortugas Trail | 75,000 | | | | | | **Grants** |
| Wayfinding Signage | 1,183 | | | | | | **Grants,** PIF |
| **Parks & Recreation - Total Carryover Projects** | **$ 12,773,556** | **$ 3,827,781** | **$ 2,394,000** | **$ 4,400,000** | **$ 600,000** | **$ 700,000** | |
| **Parks & Recreation - Annual Projects** | | | | | | | |
| Land Acquisition, Planning, and Design for Parks | 100,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **PIF** |
| Median Landscaping | 1,221,609 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | **Grants**, Loans, Taxes |
| Metro Verde Neighborhood Parks | 619,814 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **PIF,** Grants |
| Neighborhood Parks | 539,085 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **PIF, Taxes** |
| Parks Parking Lots<br>Veterans' Park Parking Lot<br>BMX Track Parking Lot & ADA Improvements<br>Paz Ball Field Parking Lot Improvements<br>Tony Gomez Park Parking Lot Improvements<br>Apodaca Park<br>East Mesa Recreation Center<br>Maag Ball Park<br>Skate Park | 2,640,881 | 907,500 | 252,500 | 272,700 | 272,700 | 272,700 | **Bonds, Grants, Taxes** |
| Parks Shade Structures | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | 24,000 | **Taxes** |
| **Parks & Recreation - Total Annual Projects** | **$ 5,145,389** | **$ 2,631,500** | **$ 1,976,500** | **$ 1,996,700** | **$ 1,996,700** | **$ 1,996,700** | |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| **Parks & Recreation - Future Projects** | | | | | | | |
| Multi-Use Recreation Center | | 60,000,000 | | | | | Bonds, Grants |
| Indoor/Outdoor Aquatic Amenities | | 195,000 | | | | | Grants, Taxes |
| East Mesa Bataan Memorial Pool - HVAC Replacement | | 78,000 | | | | | Grants |
| Albert Johnson Park Electrical Improvements | | 70,000 | | | | | Grants, Taxes |
| Benavidez Park | | | 500,000 | | | | Grants |
| Veterans' Memorial Park Restroom Plumbing Repairs and Upgrades | | | 134,000 | | | | Grants, PIF |
| Valley View Park - Heske Garden Lighting Replacement | | | 80,000 | | | | Grants, Taxes |
| Laabs Pool - HVAC Replacement | | | 78,000 | | | | Grants, Taxes |
| Hadley Complex Recreation Rehabilitation | | | 31,500 | 318,500 | | | Grants, Taxes |
| Four Field Baseball/Softball Complex | | | | 5,995,500 | | | Bonds, Grants, PIF |
| Laabs Pool - Shade Structures | | | | 97,500 | | | Bonds, Grants, PIF |
| New Sand Volleyball Courts | | | | | 40,000 | | Grants, PIF |
| Waterfalls Park | | | | | | 1,200,000 | Grants, PIF |
| **Parks & Recreation - Total Future Projects** | **$ -** | **$ 60,343,000** | **$ 823,500** | **$ 6,411,500** | **$ 40,000** | **$ 1,200,000** | |
| **Total Parks & Recreation** | **$ 19,362,147** | **$ 69,033,781** | **$ 6,551,500** | **$ 13,970,700** | **$ 3,799,200** | **$ 5,059,200** | |
| **PUBLIC SAFETY** | | | | | | | |
| **Public Safety - Newly Funded Projects** | | | | | | | |
| Fire Station Alerting System | 434,492 | | | | | | **Taxes** |
| Fire Station 2 Bay Remodel | 100,000 | | | | | | **Grants** |
| Fire Station 5 | 100,000 | 214,000 | 230,000 | | | | Bonds, **Grants**, Taxes, Other |
| 1 - North/South Aprons<br>2 - Parking Lot<br>3 - Improvements | | | | | | | |
| Fire Station 6 Repairs | 100,000 | | | | | | **Grants** |
| Fire Department Training tower | 99,000 | 120,000 | | | | | Grants, **Taxes** |
| **Public Safety - Total Newly Funded Projects** | **$ 833,492** | **$ 334,000** | **$ 230,000** | **$ -** | **$ -** | **$ -** | |
| **Public Safety - Carryover Projects** | | | | | | | |
| Fire Dept. Administration Building Lobby Remodel | 199,026 | 350,000 | 193,400 | | | | **Grants,** Other |
| Fire Department CIT and MIH Building | 348,895 | 3,420,315 | | | | | **ARPA**, Grants, Taxes, Other |
| Police Department Building Renovations | 37,598 | 400,000 | | | | | **Grants, Taxes** |
| Public Safety Regional Radio Communication System | 468,000 | 500,000 | 25,000 | 25,000 | 25,000 | 25,000 | **Grants, Taxes** |
| **Public Safety - Total Carryover Projects** | **$ 1,053,519** | **$ 4,670,315** | **$ 218,400** | **$ 25,000** | **$ 25,000** | **$ 25,000** | |
| **Public Safety - Annual Projects** | | | | | | | |
| Fire Department Equipment | 330,000 | 720,000 | 500,000 | 500,000 | 500,000 | | **Grants** |
| **Public Safety - Total Annual Projects** | **$ 330,000** | **$ 720,000** | **$ 500,000** | **$ 500,000** | **$ 500,000** | **$ -** | |
| **Public Safety - Future Projects** | | | | | | | |
| Fire Department Station 9 | | 5,165,000 | | | | | Bonds, Grants, Taxes, Other |
| Police Department Mobile Operations Command Vehicle | | | | | | | Grants |
| *2023 Legislative Appropriation* | | *750,000* | | | | | |
| Public Safety Vehicles - Bearcat | | | | | | | Grants |
| *2023 Legislative Appropriation* | | *500,000* | | | | | |
| Public Safety Vehicles - Rook | | | | | | | Grants |
| *2023 Legislative Appropriation* | | *500,000* | | | | | |
| Police Department Equipment | | | | | | | Grants |
| Technology Equipment | | | | | | | |
| *2023 Legislative Appropriation* | | *450,000* | | | | | |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| Police Parking Lot Resurfacing | | 276,000 | | | | | Grants, Taxes |
| Fire Stations 4 & 5 Security Fencing and Gates | | 130,000 | | | | | Grants, Taxes |
| Public Safety Vehicles - Critical Incident Command Vehicle | | 100,000 | | | | | Grants |
| Fire Station 4 Restroom Remodel | | 90,000 | | | | | Grants, Taxes, Other |
| Police North Parking Lot Fencing | | 20,000 | | | | | Grants |
| Fire-Energy Efficiency and Sustainability | | | | 334,000 | 330,000 | 270,000 | Grants |
| Fire Station 2 Replacement<br>1 - Land Acquisition<br>2 - Plan, Design, Construct, and FF&E<br>3 - Demolition | | | | | 5,165,000 | | Taxes, Grants |
| Downtown Public Safety Complex | | | | | | 57,000,000 | Bonds, Grants |
| Police/Fire Training Facility - Design & Construct | | | | | | 6,900,000 | Grants |
| Police/Fire Training Facility - Furniture, Fixtures, & Equipment | | | | | | 2,100,000 | Grants |
| **Public Safety - Total Future Projects** | **$ -** | **$ 7,981,000** | **$ -** | **$ 334,000** | **$ 5,495,000** | **$ 66,270,000** | |
| **Total Public Safety** | **$ 2,217,011** | **$ 13,705,315** | **$ 948,400** | **$ 859,000** | **$ 6,020,000** | **$ 66,295,000** | |
| **PUBLIC WORKS** | | | | | | | |
| **Public Works - Newly Funded Projects** | | | | | | | |
| Complete Streets<br>University Ave. Complete Street Improvements<br>El Paseo Rd.<br>Idaho Ave | 7,660,000 | 1,750,000 | 1,750,000 | 1,500,000 | 1,750,000 | 1,750,000 | **Bonds** |
| Lift Up Las Cruces - Street Improvements | 595,000 | 600,000 | 600,000 | 600,000 | 600,000 | 600,000 | **Grants** |
| Mesquite Historical District Renovations | 1,025,000 | | | | | | **Grants** |
| Resiliency | 3,000,000 | 1,250,000 | 1,250,000 | 1,000,000 | 1,250,000 | 1,250,000 | **Bonds** |
| University Ave. Complete Street Improvements-Design | 520,000 | 480,000 | | | | | **Grants**, Bonds, Taxes |
| **Public Works - Total Newly Funded Projects** | **$ 12,280,000** | **$ 3,600,000** | **$ 3,600,000** | **$ 3,100,000** | **$ 3,600,000** | **$ 3,600,000** | |
| **Public Works - Carryover Projects** | | | | | | | |
| Amador Hotel | 3,086,723 | 2,950,000 | 2,950,000 | 2,950,000 | | | **Grants, TIDD** |
| Bellamah Drive - Lees Drive to Luna Street | 2,676,899 | | | | | | **Bonds, Taxes** |
| Campo Street Design and Reconstruct<br>Hadley Ave.<br>Organ Ave. | 1,401,103 | 4,815,197 | | | | | **TIDD,** Taxes |
| Casa Linda Acres Reconstruction | 3,634,760 | | | | | | **ARPA, Taxes** |
| Del Rey Blvd Signal Improvements | 177,390 | | | | | | **Grants, Taxes** |
| East Mesa Recreation Complex | 2,000,000 | | | | | | **Bonds** |
| East Mesa Recreation Complex Roads | 567,698 | 637,906 | | | | | **Bonds, Taxes** |
| East Mesa Roads and Drainage<br>*2023 Legislative Appropriation* | 1,617,088 | *550,000* | 900,000 | 500,000 | 500,000 | 500,000 | **Grants, Taxes** |
| GO Bonds - ARPA Funding | 2,506,687 | | | | | | **ARPA** |
| GO Bond 2022 - New Fire Station | 9,800,000 | | | | | | **Bond** |
| GO Bond 2022 - Parks Improvements | 1,960,000 | | | | | | **Bond** |
| GO Bond 2022 - East Mesa Recreation Facility | 4,900,000 | | | | | | **Bond** |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| GO Bond Q1 - Park & Sport Field Improvements & Additions | 45,517 | | | | | | GO Bonds, PIF |
| GO Bond Q2 - New Animal Shelter Facility | 49,997 | | | | | | GO Bonds |
| GO Bond Q3 - New Fire Station No. 3 Building | 29,164 | | | | | | GO Bonds |
| GO Bond Q4 - Walking, Jogging, Biking Trails Improvements & Additions | 7,065 | | | | | | GO Bonds |
| Madrid Ave Extension - Martha Dr to N Triviz Dr | 2,864,997 | 1,000,000 | | | | | Grants, Taxes |
| Midway Ave - Gas Line Rd to Mesa Dr | 600,000 | | | | | | Taxes, Grants |
| Picacho Ave HAWK System | 238,652 | | | | | | Grants, Taxes |
| South Main St - Avenida de Mesilla to Boutz | 3,308,139 | | | | | | Bonds |
| Storm Water System Mapping | 100,000 | 100,000 | | | | | Taxes |
| Traffic Signals<br>Hoagland Rd & N Alameda Blvd<br>Roadrunner Parkway & Sonora Springs<br>Sonoma Ranch Blvd & Northrise | 1,010,523 | | | | | | Bonds |
| Telshor ADA Improvements Phase VI | 316,659 | | | | | | Grants, Taxes |
| Telshor Spruce Intersection Improvements | 836,959 | 850,000 | | | | | Grants |
| Voluntary Assessment District Phase I<br>Sanitary Sewer Infrastructure<br>Sonoma Ranch Blvd Mile 2: Peachtree to Arroyo<br>Red Hawk Golf Rd: N.Bound Metro Verde S.P1E to Arroyo Rd<br>Regional Drainage Phase 1 | 69,808 | | | | | | Bonds |
| Voluntary Assessment District Phase II<br>Peachtree Hills Rd. East & West<br>Regional Drainage<br>Sonoma Ranch Blvd to Engler, Mile 1, Mile 2, Mile 3, & Roundabout<br>Sonoma Ranch Blvd Landscaping to Engler, Mile 1, Mile 2, & Mile 3 | 3,196,542 | | | | | | Bonds |
| Villa Mora Dam Park Study | 862,588 | | | | | | Grants, Taxes |
| Walnut-Madrid TAP Bike/Pedestrian Improvements | 982,250 | | | | | | Bonds, Grants |
| **Public Works - Total Carryover Projects** | **$ 48,847,207** | **$ 10,903,103** | **$ 3,850,000** | **$ 3,450,000** | **$ 500,000** | **$ 500,000** | |
| **Public Works - Annual Projects** | | | | | | | |
| Active Transportation<br>Bicycle Facilities<br>Pedestrian Safety Improvements<br>ADA<br>Sidewalk Gap | 5,115,779 | 350,000 | 350,000 | 350,000 | 350,000 | 350,000 | Bonds, Taxes |
| Chip Seal Program | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | Taxes |
| CO-OP Match | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | Taxes |
| Drainage Infrastructure Improvements<br>EBID Drains & Laterals<br>Land Acquisition<br>Other Improvements | 3,068,122 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | Bonds, Taxes |
| Land Acquisition - Public Works<br>Flood Control<br>Rights of Way<br>East Mesa<br>Other | 200,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | Taxes |
| M.A.P. Match | 165,000 | 150,000 | 150,000 | 150,000 | 150,000 | 150,000 | Taxes |
| Materials Testing | 240,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | Taxes |
| Neighborhood Traffic Calming Program | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | Taxes |
| Pavement Condition Index Improvements<br>Pavement Condition Index Improvements<br>Pavement Overlays<br>Pavement Replacement<br>Pavement Treatment | 10,238,981 | 6,300,000 | 6,300,000 | 6,300,000 | 6,300,000 | 6,300,000 | Bonds, Taxes |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| Pavement Marking Program | 169,000 | 500,000 | 250,000 | 500,000 | 250,000 | 500,000 | **Taxes** |
| Roadway Maintenance Program | 902,569 | 700,000 | 700,000 | 700,000 | 700,000 | 700,000 | **Taxes** |
| Street Lighting & Traffic Signal Maintenance Program | 1,096,291 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **Taxes** |
| Traffic Signal Program<br>Bataan Memorial at Rinconada | 514,847 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | **Taxes** |
| Transportation System Modernization ITS | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | **Taxes** |
| Unpaved Roads | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | **Taxes** |
| Weed Control & Maintenance Program<br>City Rights of Way<br>Las Cruces Dam<br>Ponds | 95,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | **Taxes** |
| **Public Works - Total Annual Projects** | **$ 23,395,589** | **$ 11,690,000** | **$ 11,440,000** | **$ 11,690,000** | **$ 11,440,000** | **$ 11,690,000** | |
| **Public Works - Future Projects** | | | | | | | |
| HWY 70 and Elks/Triviz Intersection Improvements | | 25,000,000 | | | | | Grants, Taxes |
| Melendres Ave - Hadley to Picacho | | 1,979,500 | | | | | Loans, Taxes |
| Johnson St - Rouault Ave to Topley Dr | | 1,712,000 | | | | | Loans, Taxes |
| Ethel Ave - Alameda Blvd to Miranda, and Houma | | 1,043,250 | | | | | Loans, Taxes |
| Pittsburg Ave - Melendres to Cul de Sac | | 250,000 | | | | | Loans, Taxes |
| Med Park Ave - Idaho to Perkins Ave | | | 1,824,000 | | | | Loans, Taxes |
| Evelyn St - Madrid Ave to Ash Ave | | | 1,710,000 | | | | Loans, Taxes |
| Sacramento St - Ash Ave to Oasis Ave | | | 1,482,000 | | | | Loans, Taxes |
| Mountain Ave - Melendres St to Armijo St | | | 1,368,000 | | | | Loans, Taxes |
| Armijo St - Picacho Ave to Parker Rd | | | 684,000 | | | | Loans, Taxes |
| Sequoia Ave - Valley Dr to E.O.P. | | | | 2,420,000 | | | Loans, Taxes |
| Lohman at Walnut and Walton Signal Improvements | | | | 1,500,000 | | | Bonds, Loans, Taxes |
| Kilmer St - Spruce Ave to Ash Ave | | | | 1,391,000 | | | Loans, Taxes |
| Armijo St - Organ Ave to Mountain Ave | | | | 1,331,000 | | | Loans, Taxes |
| Poplar Ave - Mesquite St to Santa Fe St | | | | 871,200 | | | Loans, Taxes |
| La Fonda Dr - Idaho Ave to E.O.P. | | | | 726,000 | | | Loans, Taxes |
| 6th Street - Hayner Ave to Hadley Ave | | | | 484,000 | | | Loans, Taxes |
| South Valley Dr Reconstruction - Avenida de Mesilla to Boutz | | | | | 3,379,200 | | Loans, Taxes |
| Miranda Ave - Picacho Ave to Court Ave | | | | | 1,664,000 | | Loans, Taxes |
| Rigsby Rd - Barker to Valley Dr | | | | | 768,000 | | Loans, Taxes |
| Scoggins Ave - 6th St to Sweet St | | | | | 652,800 | | Loans, Taxes |
| Mountain Ave - Water St to Alameda Blvd | | | | | 640,000 | | Loans, Taxes |
| Street Lighting Management System | | | | | 500,000 | | Bonds, Loans, Taxes |
| Aspen Ave - Sequioa Ave to S Valley Dr | | | | | | 2,970,000 | Loans, Taxes |
| Alameda Blvd - Amador Ave to Las Cruces Ave | | | | | | 1,409,400 | Taxes, TIDD |
| Westgate St - Amador Ave to Cul de Sac | | | | | | 1,350,000 | Loans, Taxes |
| Parkview Dr - Espina St to E.O.P. | | | | | | 972,000 | Loans, Taxes |
| Sweet St - Hadley Ave to Hayner St | | | | | | 568,000 | Loans, Taxes |
| Targeted Road and Lighting Improvements - Design | | | | | | 50,000 | Taxes |
| West Mesa Fiber Optics Improvements - Design | | | | | | 50,000 | Taxes |
| **Public Works - Total Future Projects** | **$ -** | **$ 29,984,750** | **$ 7,068,000** | **$ 8,723,200** | **$ 7,604,000** | **$ 7,369,400** | |
| **Total Public Works** | **$ 85,042,796** | **$ 56,657,853** | **$ 25,958,000** | **$ 26,963,200** | **$ 23,144,000** | **$ 23,159,400** | |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| **QUALITY OF LIFE** | | | | | | | |
| **Quality of Life - Newly Funded Projects** | | | | | | | |
| Museum of Nature and Science - Atrium Redesign | 50,000 | 15,000 | | | | | **Grants**, Taxes |
| Museum System Technology Improvements | 210,000 | | | | | | **TIDD** |
| **Quality of Life - Total Newly Funded Projects** | **$ 260,000** | **$ 15,000** | **$ -** | **$ -** | **$ -** | **$ -** | |
| **Quality of Life - Carryover Projects** | | | | | | | |
| Branigan Cultural Center Improvements | 289,364 | 93,000 | 1,000,000 | 1,000,000 | 1,200,000 | | **Grants, Taxes** |
| Branigan Library - Expansion Phase II/Branch | 64,364 | 2,615,000 | 1,650,000 | | | | Bonds, Grants, **Other** |
| Go Bond 2023 Public Art | 340,000 | | | | | | **Bond** |
| Munson Center Renovations | 885,952 | | | | | | **Grants** |
| *2023 Legislative Appropriation* | | *2,302,399* | | | | | |
| Sage Café Expansion | 902,525 | 3,083,180 | | | | | **Grants** |
| Senior Programs Kitchen Equipment | 52,409 | 150,000 | | | | | **Taxes** |
| **Quality of Life - Total Carryover Projects** | **$ 2,534,614** | **$ 8,243,579** | **$ 2,650,000** | **$ 1,000,000** | **$ 1,200,000** | **$ -** | |
| **Quality of Life - Annual Projects** | | | | | | | |
| Public Art Program | 108,506 | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | **Taxes** |
| **Quality of Life - Total Annual Projects** | **$ 108,506** | **$ 300,000** | **$ 300,000** | **$ 300,000** | **$ 300,000** | **$ 300,000** | |
| **Quality of Life - Future Projects** | | | | | | | |
| Munson Center Floor | | 750,000 | | | | | Bonds, Grants, Taxes |
| Sage Café Backup Generator | | 422,500 | | | | | Bonds, Grants, Taxes |
| Senior Programs Vehicles | | 30,000 | 280,000 | 280,000 | | | Grants |
| *2023 Legislative Appropriation* | | *310,000* | | | | | |
| Senior Programs Existing Kitchen Expansion Assessment | | 260,000 | | | | | Taxes |
| Munson Center Bathrooms | | 250,000 | | | | | Bonds, Grants, Taxes |
| Munson Center Kitchen Expansion | | 221,000 | 3,053,100 | | | | Bonds, Grants, Taxes |
| Benavidez Kitchen Expansion | | | 93,800 | 2,854,800 | | | Bonds, Grants, Taxes |
| Museum System On-site Server | | 115,000 | | | | | Bonds, Grants, Taxes |
| Frank O'Brien Papen Center - Dining Room Floor | | | 47,140 | | | | Grants, Taxes |
| *2023 Legislative Appropriation* | | *35,000* | | | | | |
| Museum of Art Improvements | | 35,000 | 95,000 | 320,000 | 200,000 | | Bonds, Grants, Taxes |
| Museum of Art - Gallery Flooring | | 35,000 | 165,000 | | | | Bonds, Grants, Taxes |
| Museum of Nature and Science - Nature Center Redesign | | 25,000 | 75,000 | 175,000 | | | Taxes, Grants |
| Railroad Museum Reinterpretation | | 25,000 | 60,000 | 150,000 | 75,000 | | Bonds, Grants, Taxes |
| Benavidez Center Renovations | | | 38,900 | | | | Bonds, Grants, Taxes |
| *2023 Legislative Appropriation* | | *127,500* | | | | | |
| Railroad Museum - Exterior Improvements | | | 38,000 | 60,000 | 17,500 | | Bonds, Grants, Taxes |
| Branigan Library Renovation | | | | 209,000 | 2,750,000 | 1,111,000 | Bonds, Grants, Taxes |
| Museum of Art Relocation/Remodel | | | | | | 30,000,000 | Bonds, Grants, Taxes |
| Museums Collection Storage Facility | | | | | | 9,500,000 | Grants, Taxes |
| **Quality of Life - Total Future Projects** | **$ -** | **$ 2,641,000** | **$ 3,945,940** | **$ 4,048,800** | **$ 3,042,500** | **$ 40,611,000** | |
| **Total Quality of Life** | **$ 2,903,120** | **$ 11,199,579** | **$ 6,895,940** | **$ 5,348,800** | **$ 4,542,500** | **$ 40,911,000** | |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| **ROADRUNNER TRANSIT** | | | | | | | |
| **RoadRUNNER Transit - Carryover Projects** | | | | | | | |
| Municipal Services Center - Transit | 22,110,608 | 8,383,338 | | | | | **ARPA, Bonds, Grants, Taxes** |
| **RoadRUNNER Transit - Total Carryover Projects** | **$ 22,110,608** | **$ 8,383,338** | **$ -** | **$ -** | **$ -** | **$ -** | |
| **RoadRUNNER Transit - Annual Projects** | | | | | | | |
| Transit Facilities Improvement Program | 75,000 | 75,000 | 75,000 | 75,000 | 80,000 | 185,000 | **Grants, Taxes** |
| **RoadRUNNER Transit - Total Annual Projects** | **$ 75,000** | **$ 75,000** | **$ 75,000** | **$ 75,000** | **$ 80,000** | **$ 185,000** | |
| **Total RoadRUNNER Transit** | **$ 22,185,608** | **$ 8,458,338** | **$ 75,000** | **$ 75,000** | **$ 80,000** | **$ 185,000** | |
| **SUSTAINABILITY** | | | | | | | |
| **Sustainability - Carryover Projects** | | | | | | | |
| Solar Energy Photo Voltaic Projects | 214,152 | | | | | | **Taxes** |
| Fleet Electric Vehicle Chargers | 376,000 | - | | | | | Grants, Bonds, **Taxes** |
| **Sustainability - Total Carryover Projects** | **$ 590,152** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | |
| **Sustainability - Future Projects** | | | | | | | |
| DC Fast Chargers for Electric Vehicles | | 200,000 | 200,000 | | | | Grants, Bonds, Taxes |
| Public Electric Vehicle Chargers | | 200,000 | 200,000 | | | | Grants, Bonds, Taxes |
| Green Cool Corridors for Bicycles | | | | 174,000 | | | Grants, Bonds, Taxes |
| LMI Housing Retrofits for Resiliency | | | | 1,270,000 | | | Grants, Bonds, Taxes |
| **Sustainability - Total Future Projects** | **$ -** | **$ 400,000** | **$ 400,000** | **$ 1,444,000** | **$ -** | **$ -** | |
| **Total Sustainability** | **$ 590,152** | **$ 400,000** | **$ 400,000** | **$ 1,444,000** | **$ -** | **$ -** | |
| **UTILITIES** | | | | | | | |
| **Utilities - Newly Funded Projects** | | | | | | | |
| JHWWTF Rehabilitation | 15,111,385 | | | | | | **Bonds** |
| Wastewater SCADA | 596,277 | 296,569 | 196,569 | 30,000 | 30,000 | 30,000 | **Other** |
| Water Development | 163,224 | 1,469,019 | | | | | **WIF** |
| **Utilities - Total Newly Funded Projects** | **$ 15,870,886** | **$ 1,765,588** | **$ 196,569** | **$ 30,000** | **$ 30,000** | **$ 30,000** | |
| **Utilities - Carryover Projects** | | | | | | | |
| Wastewater Development | 165,000 | | | | | | **WWIF** |
| Wastewater Septic Systems | 2,171,467 | 1,472,100 | 1,619,000 | | | | **Other, Bonds, Grant** |
| Water Rehabilitation - NMFA | 34,941 | | | | | | **Loans** |
| Water Utilities Bond Projects 2020A | 3,558,786 | 4,939,151 | | | | | **Bonds** |
| **Utilities - Total Carryover Projects** | **$ 5,930,194** | **$ 6,411,251** | **$ 1,619,000** | **$ -** | **$ -** | **$ -** | |
| **Utilities - Annual Projects** | | | | | | | |
| Gas Admin Building Improvements<br>Fiberoptic Cable Replacement from Roundtree to JU | 468,323 | 475,000 | 125,000 | 125,000 | 125,000 | 125,000 | **Other** |
| Gas Development - Low & High Pressure | 112,444 | 19,234,390 | 3,168,364 | 652,341 | 300,000 | 300,000 | **Other** |
| Gas Rehabilitation - Low & High Pressure | 110,000 | 2,403,244 | 2,543,189 | 460,000 | 250,000 | 250,000 | **Other** |
| Gas Rehabilitation - Street Utility Rehabilitation | 2,150,425 | 1,044,223 | | | | | **Other** |
| Gas SCADA | 290,871 | 236,748 | 236,748 | 50,000 | 50,000 | 50,000 | **Other** |
| Solid Waste Building Improvements<br>Fiberoptic Cable Replacement from Roundtree to JU | 1,117,906 | 405,000 | 125,000 | 125,000 | 125,000 | 125,000 | **Other** |

# City of Las Cruces
## Capital Improvements Program
## FY 2024-2029

**Amended 03/18/24**

| Project Title | Funded FY2024 | Infrastructure Capital Improvement Plan (Unfunded) FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | Funding Source(s) |
|---|---|---|---|---|---|---|---|
| Wastewater Building Improvements | 175,000 | 1,031,000 | 75,000 | 75,000 | 75,000 | 75,000 | **Other** |
| Fiberoptic Cable Replacement from Roundtree to JU | | | | | | | |
| Wastewater JHWWTF | 69,219 | 727,835 | | | | | **Other** |
| Wastewater Lift Station Renovations | 50,000 | 100,000 | 50,000 | 100,000 | 50,000 | 100,000 | **Other** |
| Wastewater Rehabilitation - East Mesa Water Reclamation Facility | 1,631,309 | | | | | | **Other** |
| Wastewater Street Utility Rehabilitation | 2,133,558 | 3,465,381 | 400,000 | | 400,000 | | **Other** |
| Water Building Improvements | 245,333 | 475,000 | 125,000 | 125,000 | 125,000 | 125,000 | **Other** |
| Fiberoptic Cable Replacement from Roundtree to JU | | | | | | | **Other** |
| Water Rehabilitation - Line Extension | 823,106 | 1,126,230 | | | | | **Other** |
| Water Rehabilitation - Reservoir Rehabilitation | 60,068 | 7,367,011 | 3,565,500 | | | | **Other** |
| Water Rehabilitation - Street Utility Rehabilitation | 3,071,605 | 3,098,992 | 250,000 | 350,000 | 250,000 | 350,000 | **Other** |
| Water SCADA | 89,277 | 689,214 | 669,461 | 50,000 | 30,000 | 50,000 | **Other** |
| **Utilities - Total Annual Projects** | **$ 12,598,444** | **$ 41,879,268** | **$ 11,333,262** | **$ 2,112,341** | **$ 1,780,000** | **$ 1,550,000** | |
| **Utilities - Future Projects** | | | | | | | |
| Water Transite Pipe ID and replace | | 5,000,000 | | | | | Grants |
| Water Well Buildings | | 1,800,000 | | | | | Other |
| Water Booster Station | | 1,006,771 | | | | | Other |
| Water Pump Station Well Rehab | | 481,040 | 2,709,364 | | | | Other |
| Water Rehabilitation - Pump Station Rehabilitation | | 377,800 | 100,000 | 100,000 | 100,000 | 100,000 | Other |
| Water Rehabilitation - Pump PRV | | 324,000 | | | | | Other |
| Gas Rehabilitation - Regulator Stations | | 223,658 | 2,012,923 | | | | Other |
| Wastewater Jacob Hands Wastewater Treatment Facility | | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | Other |
| Water NMFA Loan | | 100,000 | | | | | Bonds |
| Wastewater East Mesa Water Reclamation | | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | Other |
| Wastewater Development Lift Station Upgrades | $ - | | 100,000 | | | | WWIF |
| **Utilities - Total Future Projects** | | **$ 9,463,269** | **$ 5,072,287** | **$ 250,000** | **$ 250,000** | **$ 250,000** | |
| **Total Utilities** | **$ 34,399,525** | **$ 59,519,376** | **$ 18,221,118** | **$ 2,392,341** | **$ 2,060,000** | **$ 1,830,000** | |
| **VISIT LAS CRUCES** | | | | | | | |
| **Visit Las Cruces - Carryover Projects** | | | | | | | |
| Convention Center FF&E | 75,000 | 75,000 | - | - | - | - | **Taxes** |
| **Visit Las Cruces - Total Carryover Projects** | **$ 75,000** | **$ 75,000** | **$ -** | **$ -** | **$ -** | **$ -** | |
| **Total Visit Las Cruces** | **$ 75,000** | **$ 75,000** | **$ -** | **$ -** | **$ -** | **$ -** | |
| **ALL DEPARTMENTS** | | | | | | | |
| **Total Newly Funded Projects** | **$ 39,743,643** | **$ 15,106,088** | **$ 12,784,069** | **$ 12,492,500** | **$ 4,792,500** | **$ 4,792,500** | |
| **Total Carryover Projects** | **$ 105,153,508** | **$ 45,461,367** | **$ 19,665,363** | **$ 9,800,000** | **$ 20,350,000** | **$ 9,950,000** | |
| **Total Annual Projects** | **$ 46,738,894** | **$ 58,500,768** | **$ 26,829,762** | **$ 17,879,041** | **$ 17,301,700** | **$ 16,926,700** | |
| **Total Future Projects** | **$ -** | **$ 127,601,015** | **$ 57,467,727** | **$ 38,846,500** | **$ 23,416,500** | **$ 131,525,400** | |
| **GRAND TOTAL** | **$ 191,636,044** | **$ 246,669,238** | **$ 116,746,921** | **$ 79,018,041** | **$ 65,860,700** | **$ 163,194,600** | |

Abbreviations and Notes:
Indicates a Change
*Pending Legislative Appropriations noted in italic*
**Current funding sources noted in bold**

ARPA - American Rescue Plan Act
Bonds - Includes Bonds and Loans
Grants - Includes Local, State, Federal, or private entity
Other - Includes Fees, State Entitlements, Leases, Developer Contributions, and Donations
PIF - Park Impact Fees
PSIF - Public Safety Impact Fees
TIDD - *Tax Increment Development District*
WIF - *Water Impact Fees*
WWIF - *Wastewater Impact Fees*

**24-096**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | Joe Padilla | **Department:** | Financial Services |
| **Program:** | Budget | **Line of Business:** | Fiscal Management |

| | |
|---|---|
| **Title:** | **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET.** |

**TYPE OF ACTION:** ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

## PURPOSE(S) OF ACTION:

To accept awarded grants and adjust the FY24 budget.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City's Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

The request for City Council is to accept the budget adjustments to be used by the departments for the scope of work as defined by each grant agreement.

## SUPPORT INFORMATION:

Exhibit "A" Fund Summary
Attachment "A" Grant Listing
Attachment "B" QOL Mission to Mars Fully Executed Agreement
Attachment "C" QOL FY24 Library Grants in Aid Fully Executed Agreement
Attachment "D" PR MOA 23-521-0500-0074 Executed Agreements

## PLAN(S):

None

## COMMITTEE/BOARD REVIEW:

None

**DOES THIS AMEND THE BUDGET?:**

☒ Yes

☐ No

**BUDGET / FISCAL IMPACT:**

| BUDGETED AMOUNT: | AVAILABLE AMOUNT: | EXPENDITURE AMOUNT: |
|---|---|---|
| VARIOUS | VARIOUS | VARIOUS |

**Funding Source(s):**
Various

**Overall Budget Impact:**
Please refer to Exhibit "A" Fund Summaries

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote “Yes”; this will approve the Resolution to accept the budget adjustments as presented and adjust the City’s FY2024 Budget.
2. Vote “No”; this will not approve the Resolution to adjust the budget as presented and return the funds to the granting agency.
3. Vote to “Amend”; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to “Table”; this will delay the Resolution and will impact the implementation of the grant agreement, the City departments ability to utilize the funds and return the grant funds to the granting agency.

**RESOLUTION 24-096**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FY2024 BUDGET.**

The City Council is informed that:

**WHEREAS**, the City has received notice of grant awards for various City departments; and

**WHEREAS**, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

**WHEREAS**, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

**NOW, THEREFORE**, Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the City hereby amends the FY2024 City Budget to accept all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution.

**(II)**

**THAT** the City staff is hereby authorized to do all deeds necessary in the accomplishment of the hereinabove.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

*CITY OF LAS CRUCES* *Exhibit "A"*

*BUDGET ADJUSTMENT REQUEST*

*BUDGET FISCAL YEAR 2023-24*

| | 2100 SPECIAL REVENUE REIMB GRANTS 2023-24 | | | |
|---|---|---|---|---|
| | Original Budget | Amended Budget | Req. Adjustment | Adjusted Budget |
| **RESOURCES** | | | | |
| Beginning Balance | $ 698,496 | 0 | 0 | 0 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Public Safety Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Hold Harmless Replacement GRT | 0 | 0 | 0 | 0 |
| State-Shared Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 0 | 0 | 0 | 0 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 0 | 0 | 0 | 0 |
| Payment In Lieu of Property Tax | 0 | 0 | 0 | 0 |
| Franchise Fees | 0 | 0 | 0 | 0 |
| Payment In Lieu of Franchise Fees | 0 | 0 | 0 | 0 |
| Licenses, Fees & Permits | 0 | 0 | 0 | 0 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 0 | 0 | 0 | 0 |
| Charges For Services | 0 | 1,538 | 0 | 1,538 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 0 | 0 | 0 | 0 |
| Miscellaneous Revenues | 247,000 | 247,000 | 0 | 247,000 |
| Federal Grants | 14,620,646 | 19,024,511 | 0 | 19,024,511 |
| State Grants | 5,898,088 | 14,224,254 | 20,705 | 14,244,959 |
| Local Grants | 26,065 | 31,483 | 3,500 | 34,983 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **20,791,799** | **33,528,786** | **24,205** | **33,552,991** |
| **TOTAL RESOURCES** | **$ 21,490,295** | **33,528,786** | **24,205** | **33,552,991** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 10,000,000 | 13,854,440 | 0 | 13,854,440 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 2,707,818 | 6,746,580 | 0 | 6,746,580 |
| Las Cruces Fire Department | 1,314,070 | 1,771,575 | 0 | 1,771,575 |
| Utilities | 875,000 | 1,253,926 | 0 | 1,253,926 |
| Economic Development | 2,497,596 | 5,647,596 | 0 | 5,647,596 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 501,795 | 581,508 | 0 | 581,508 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 412,656 | 375,097 | 0 | 375,097 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 300,000 | 0 | 300,000 |
| Parks & Recreation | 9,793 | 384,334 | 0 | 384,334 |
| Community Development | 338,931 | 268,750 | 0 | 268,750 |
| Quality of Life | 1,769,141 | 1,996,084 | 24,205 | 2,020,289 |
| Public Works | 365,000 | 348,895 | 0 | 348,895 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 20,791,800** | **33,528,786** | **24,205** | **33,552,991** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 698,495** | **0** | **(0)** | **(0)** |

*CITY OF LAS CRUCES*

*Exhibit "A"*

***BUDGET ADJUSTMENT REQUEST***

***BUDGET FISCAL YEAR 2023-24***

| | 4100 CAPITAL PROJECTS REIMB GRANTS 2023-24 | | | |
|---|---|---|---|---|
| | **Original Budget** | **Amended Budget** | **Req. Adjustment** | **Adjusted Budget** |
| **RESOURCES** | | | | |
| Beginning Balance | $ (0) | 0 | 0 | 0 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Public Safety Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Hold Harmless Replacement GRT | 0 | 0 | 0 | 0 |
| State-Shared Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 0 | 0 | 0 | 0 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 0 | 0 | 0 | 0 |
| Payment In Lieu of Property Tax | 0 | 0 | 0 | 0 |
| Franchise Fees | 0 | 0 | 0 | 0 |
| Payment In Lieu of Franchise Fees | 0 | 0 | 0 | 0 |
| Licenses, Fees & Permits | 0 | 0 | 0 | 0 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 0 | 0 | 0 | 0 |
| Charges For Services | 0 | 0 | 0 | 0 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 0 | 0 | 0 | 0 |
| Miscellaneous Revenues | 0 | 0 | 0 | 0 |
| Federal Grants | 7,108,138 | 5,667,825 | 750,000 | 6,417,825 |
| State Grants | 12,716,645 | 22,610,926 | 0 | 22,610,926 |
| Local Grants | 851,264 | 861,264 | 0 | 861,264 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **20,676,047** | **29,140,015** | **750,000** | **29,890,015** |
| **TOTAL RESOURCES** | **$ 20,676,047** | **29,140,015** | **750,000** | **29,890,015** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 330,000 | 730,000 | 0 | 730,000 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 876,147 | 3,597,861 | 0 | 3,597,861 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 370,000 | 370,000 | 0 | 370,000 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 3,323,869 | 5,092,094 | 750,000 | 5,842,094 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 690,746 | 0 | 690,746 |
| Public Works | 15,776,031 | 18,659,314 | 0 | 18,659,314 |
| Legislative Reserve | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 20,676,047** | **29,140,015** | **750,000** | **29,890,015** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ (0)** | **0** | **0** | **0** |

# CITY OF LAS CRUCES

*The following grant has been awarded to the City of Las Cruces*

**Today's Date:** 02/06/2024
**Application Submission Date:**
**Requested Amount:**
**Award Notification Date:**
**Funding Agency:** The Franklin Institute

**Grant Team Representative:** Jessica Zubia
**Council Budget Adjustment Date:** 03/18/2024
**Grant Award Amount:** $ 3,500.00
**Grant Agreement #:**

**CFDA #:**
**Funder MUNIS CID #:**

## PROJECT INFORMATION

**Grant Project Title:** Mission 2 Mars (M2M)
**Type of Funding:** Other Operating
**Grantor Type:** Other/Foundation
**Match Description:** No Match Required-Provided
**Match Source:** N/A
**Grant Effective Date:** 01/20/2024
**Starting Fiscal Year of Grant:** FY2024
**Grant Scope of Work:**

**Type of Grant:** Competitive
**Match Amount:** $ 0.00
**Match Percent/Ratio:** 0

**Grant Reversion Date:** 04/30/2025

Provide funding to support Museum of Nature & Science (MoNas) and its community-based partner organizations to deliver Mission2Mars programming around NASA's Artemis missions to families and youth ages 4-8 with emphasis on marginalized populations in STEM.

**Does this grant involve Sub-Grantees or Pass Through Grants:** ☐ **YES** ☑ **NO**

## DEPARTMENT INFORMATION

**Department:** Quality of Life
**Program:** Education
**Email:** mstafford@lascruces.gov
**MUNIS Dept. Number:** 5340

**Line of Business:** Museums
**Project Manager:** Mina Stafford
**Phone:** 575-541-2160

## ACCOUNT STRINGS:

**Include the fund number - Object Description - Amount:** *(2100 for General Grants/4100 for Capital Grants*

2100- 20454002- 599300- 24107- $3,500

2100- 20454002- 701000- 24107- $3,000
2100- 20454002- 701060- 24107- $500

**Capital Assets:** ☐ **YES** ☑ **NO**

**Reimbursable Grant:** ○ **Revenue Collected in Advance:** ◉

**Grant Application #:** N/A
**Project Code #** 24107
**Set-Up Date:** 02/07/2024
**Date to Accounting:** 02/06/2024

**Accounting Department Info:**

# CITY OF LAS CRUCES

*The following grant has been awarded to the City of Las Cruces*

**Today's Date:** 02/01/2024
**Application Submission Date:**
**Requested Amount:**
**Award Notification Date:** 1/5/2024
**Funding Agency:** New Mexico State Library

**Grant Team Representative:** Jessica Zubia
**Council Budget Adjustment Date:** 3/18/2024
**Grant Award Amount:** $ 20,704.76
**Grant Agreement #:** SGIAPLFY24

**CFDA #:**
**Funder MUNIS CID #:** 23

## PROJECT INFORMATION

**Grant Project Title:** FY2024 State Grants-in-Aid
**Type of Funding:** State Operating
**Grantor Type:** State
**Match Description:** No Match Required-Provided
**Match Source:** N/A
**Grant Effective Date:** 07/01/2023
**Starting Fiscal Year of Grant:** FY2024
**Grant Scope of Work:**

**Type of Grant:** Non-Competitive/Entitlement Recurring
**Match Amount:** $ 0.00
**Match Percent/Ratio:** N/A

**Grant Reversion Date:** 06/30/2024

To support library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.

**Does this grant involve Sub-Grantees or Pass Through Grants:** ☐ **YES** ☑ **NO**

## DEPARTMENT INFORMATION

**Department:** Quality of Life
**Program:** Support Services
**Email:** shaydu@lascruces.gov
**MUNIS Dept. Number:** 450

**Line of Business:** Libraries
**Project Manager:** Steve Haydu
**Phone:** 575-528-4043

## ACCOUNT STRINGS:

**Include the fund number - Object Description - Amount:** *(2100 for General Grants/4100 for Capital Grants*

2100- 20254003- 599200- $20,704.76

2100- 20254003-701000- $5,000
2100- 20254003-701180- $5,000
2100- 20254003- 732300- $10,000
2100- 20254003- 760400- $704.76

**Capital Assets:** ☐ **YES** ☑ **NO**

**Reimbursable Grant:** ○ **Revenue Collected in Advance:** ◉

**Grant Application #:** N/A
**Project Code #** 24093
**Set-Up Date:** 02/01/2024
**Date to Accounting:** 02/01/2024

**Accounting Department Info:** N/A

# CITY OF LAS CRUCES

*The following grant has been awarded to the City of Las Cruces*

**Today's Date:** 01/31/2024
**Application Submission Date:** 9/6/20
**Requested Amount:** 750000
**Award Notification Date:** 12/20/2022
**Funding Agency:** State of New Mexico, Energy, Minerals and Natural Resources Department

**Grant Team Representative:** Gabriela Prats
**Council Budget Adjustment Date:** 03/18/2024
**Grant Award Amount:** $ 750,000.00
**Grant Agreement #:** 23-521-0500-0074

**CFDA #:** 15.916
**Funder MUNIS CID #:** 1062913

## PROJECT INFORMATION

**Grant Project Title:** Apodaca Park Demolition and Construction
**Type of Funding:** State Capital
**Grantor Type:** State
**Match Description:** Local Cash Match
**Match Source:** Park Impact Fees
**Grant Effective Date:** 01/09/2023
**Starting Fiscal Year of Grant:** FY2023

**Type of Grant:** Competitive
**Match Amount:** $ 750,000.00
**Match Percent/Ratio:** 1:1

**Grant Reversion Date:** 03/31/2025

**Grant Scope of Work:**

Demolition and construciton of Apodaca Park

**Does this grant involve Sub-Grantees or Pass Through Grants:** ☐ YES ☑ NO

## DEPARTMENT INFORMATION

**Department:** Parks & Recreation
**Program:** Parks
**Email:** cmathews@lascruces.gov
**MUNIS Dept. Number:** 450

**Line of Business:** Construction, Maintenance & Beautifica
**Project Manager:** Catherine Mathews, PLA
**Phone:** 575-541-2592

## ACCOUNT STRINGS:

**Include the fund number - Object Description - Amount:** *(2100 for General Grants/4100 for Capital Grants*

Revenue: 4100-40245034-599100 - $750,000.00
Expenditure: 4100-40245034-805000 - $750,000
Match: 4106-40145011-805000 - $750,000.00

**Capital Assets:** ☑ YES ☐ NO

**Reimbursable Grant:** ◉ **Revenue Collected in Advance:** ○

**Grant Application #:** N/A
**Set-Up Date:** 1/31/2024
**Project Code #** 23574
**Date to Accounting:** 01/31/2024

**Accounting Department Info:**

**Mission to Mars National Site Agreement**
**The Franklin Institute and City of Las Cruces**

This agreement is made and entered into by and between The Franklin Institute, 222 North 20th Street, Philadelphia, PA 19103 ("TFI"), and Board of Commissioners dba City of Las Cruces ("Organization"), for the performance of work set forth below.

1. **Statement of Purpose:**
    a. This contract articulates the terms under with The Franklin Institute will provide funds and services to Organization in return for services provided by Organization.

2. **Term of Contract:**
    a. This Contract has an effective start date of **January 20, 2024** and an effective end date of **April 30, 2025.**
    b. Funding associated with this contract is contingent upon funding from NASA. If there is a change in such funding status, The Franklin Institute reserves the right to cancel this contract and shall provide written notice to organization within thirty (30) business days of the effective date of the contract termination.

3. **The Franklin Institute agrees to:**
    a. Provide Organization with a **$3,500** stipend to cover staff time, purchase materials, host trainings and support implementation of Mission to Mars programming.
    b. Provide Organization with templates for branded documents to be used for program recruitment and registration.
    c. Provide Organization conditional access to necessary resources for Mission to Mars curriculum and training until the end of the agreement, following the intellectual property guidelines below:
        i. **Intellectual Property**
            1. **Ownership.** Organization acknowledges that TFI is the sole owner of or have secured all necessary rights to the curriculum and training resources. Organization may share these resources, but may not sell to any third party the right to use the Mission to Mars curriculum and training resources or TFI's Marks.
            2. **Translations.** TFI grants Organization the right to translate or have translated the curriculum and training resources, at their own costs, into another language (the "Translations"); provided, that TFI shall have the right to approve the Translations in advance of any use thereof. The copyright to the Translations shall become the intellectual property of TFI upon creation, and Organization acknowledges that the Translations are owned solely and exclusively by TFI. TFI shall be entitled, free of charge, to use, license and sublicense the Translations, and Organization shall, at TFI's request, promptly provide a copy of the Translations to TFI for such purpose.
    d. Provide training and technical support throughout the term of the contract.
    e. Support the work of Organization via telephone and webinars, electronic communications, and through the online network resources.

DocuSign Envelope ID: B1F98FA9-7F2C-4E19-BCC5-858C1D78AE45
Agenda Item #8.1
DocuSign Envelope ID: E8841E82-7D07-4295-8085-8A5A2EB55262

4. **Organization agrees to:**
   a. Commit to implement all of the project components below during the term of the contract:
      i. **Identify Local Program Leads and Attend Training Webinar Series**
         1. Each Organization must identify at least two staff members to serve as Local Program Leads. Local Program Leads will be the points of contact with TFI and will be responsible for ensuring Organization meets all program expectations.
         2. Local Program Leads will participate in Mission to Mars training and attend ongoing webinars each program year.
         3. In addition to the two or more Local Program Leads, Organization may choose to delegate and manage work internally per the institution's staffing needs.
         4. Any staff member who leads trainings for community-based organizations and/or amateur astronomers must attend all Mission to Mars webinars and trainings.
         5. Should any of the Local Program Leads, or training staff cease employment with the Organization, Organization agrees to identify a qualified replacement and communicate these changes to TFI within 30 days.

      ii. **Recruit and Train Community Based Organizations**
         1. Organization will recruit five community-based organizations (CBO) who reach marginalized populations in Organization's community, including people of color, low socio-economic status populations, and low resourced rural and urban communities.
         2. Organization will provide Mission to Mars training for at least two CBO educators from each CBO. All CBO educators must attend a Mission to Mars training.
         3. Support connection between CBO and Amateur Astronomers which may include facilitating introductions, event scheduling and logistics, sharing mutual needs and requests, and troubleshooting

      iii. **Recruit and Train Amateur Astronomers**
         1. Organization will strive to recruit and train enough amateur astronomers so that astronomers may be present at each Mission to Mars event, ideally 15 Amateur Astronomers in total per organization.
         2. Organization will provide Mission to Mars training for Amateur Astronomers. All Amateur Astronomers must be trained by Organization before attending a Mission to Mars event.

      iv. **Implement Program According to the Following Requirements:**
         1. Collaborate with Organization's trained CBOs and amateur astronomers to support the delivery of at least 20 Mission to Mars events annually.
         2. Ensure that Mission to Mars trainings are offered to CBOs and amateur astronomers at no charge, and that Mission to Mars events are offered without charge for students.
         3. Manage all program-related materials using stipend funds as allowable (see Section 4.a.iv), including purchasing, assembling and distributing all necessary Mission to Mars activity materials.

      v. **Spend Program Stipend According to the Following Requirements:**

DocuSign Envelope ID: B1F98FA9-7F2C-4E19-BCC5-858C1D78AE45
Agenda Item #8.1
DocuSign Envelope ID: E8843E82-7D07-4295-8085-8A5A2EB55262

1. Stipend may be used to cover salary of Organization staff including Local Program Leads commensurate with time needed to administer Mission to Mars programming.
2. Stipend may be used for Mission to Mars event expenses including purchasing, assembling, and distributing activity materials, food (no alcohol), travel to CBO sites to observe Mission to Mars programs, and signage. All necessary Mission to Mars activity materials must be provided to CBO by Organization.
3. Stipend may be used for training expenses directly related to Mission to Mars, including materials, food (no alcohol), webinar platform, and travel.
4. Stipend may be used for Mission to Mars evaluation support including printing surveys and staff time required for facilitating survey collection.
5. Stipend may be used to cover other Mission to Mars expenses including program related travel, office expenses, etc.
6. Stipend cannot be used to pay for alcohol or adult admissions/fees to program events.
7. All grants expenditures must be in line with OMB Uniform Grants Guidance.
8. Organization must report accurate details of stipend use to TFI by **January 17, 2025.**

vi. **Adhere to Branding and Publicity Guidelines**

1. Organization must adhere to Mission to Mars branding and publicity guidelines for any documents or materials used in association with the program.
2. Organization must strive to raise public awareness of Mission to Mars program through at least three social media posts adhering to program branding and publicity guidelines, using the Media toolkit and documenting all media promotions in the Site Profile.
3. Organization must share 3 photos of program participants or events with TFI, as well as photo release forms when applicable.

vii. **Complete Program Communication, Reporting, Evaluation, and Site Visits**

1. Organization will contribute to program reporting and evaluation requirements, including timely upkeep and completion of site profile, completing and facilitating surveys and ensuring completion of surveys by trained CBO's, coordinating site visits and participating in focus groups
2. Complete program and financial reporting requirements by **January 17, 2025**, including final number of students attended, student demographics, and number of programs led.

b. **Use of Name, Logos, and Trademarks for The Franklin Institute**

i. Organization acknowledges that TFI has sole and exclusive ownership of their respective trademarks, trade names, trade dresses, logos, imprints, and any other identifications of TFI now or hereafter used in connection with the curriculum and training resources (collectively "TFI Marks").

ii. The NASA Insignia (the blue "meatball" logo), the NASA Logotype (the "worm" logo) and the NASA seal may not be used for any purpose without explicit permission. These images may not be used by persons who are not NASA employees or on products, publications or web pages that are not NASA sponsored.

DocuSign Envelope ID: B1F98FA9-7F2C-4E19-BCC5-858C1D78AE45
Agenda Item #8.1
DocuSign Envelope ID: E0843E82-7D07-4295-8085-8A5A2EB55262

These images may not be used to imply endorsement or support of any external organization, program, effort or persons.

iii. NASA Insignia, Logotype and Seal should not be used as branding devices or used in or for advertising, trade dress, promotions, or similar marketing purposes, on third-party websites or communications material.

iv. TFI hereby grants to Organization the non-exclusive worldwide right to reproduce and display the approved Mission to Mars logo only in connection with the approved curriculum and training resources and the exclusive right in the promotion of events that use the approved curriculum and training resources. Organization is not permitted to use The Franklin Institute's logo on any newly-created public-facing materials. Nothing in this Agreement shall permit Organization to use TFI Marks during the term of this Agreement or thereafter, except to the extent permitted under this Agreement.

**5. Terms and Conditions:**

a. This entire agreement between The Franklin Institute and Organization supersedes all prior agreements, negotiations and understandings regarding the project, written or verbal. If any part of this agreement is held void, the remainder of this agreement shall remain in full force and effect.

b. The work to be performed by Organization under this agreement shall be performed entirely at Organization's risk. Organization does hereby indemnify and agrees to hold harmless and defend The Franklin Institute, The Franklin Institute's agents, employees and affiliated organizations, against any and all liability or loss from any claims, demands, losses, liabilities, obligations, damages, costs and expenses (including reasonable attorney's fees) by any person resulting from or arising out of the performance of this contract.

c. This agreement may be terminated by the mutual, written consent of both parties. Upon termination, Organization shall stop work. Notices relating to the terms and conditions of this agreement shall be sent to Organization and The Franklin Institute at the following addresses:

| | |
|---|---|
| The Franklin Institute<br>% Darryl Williams<br>222 N. 20th St.<br>Philadelphia, PA 19103<br>dwilliams@fi.edu | Payment shall be remitted to:<br>City of Las Cruces Museum of Nature and Science<br>c/o Andrew Colwell<br>411 N Downtown Mall<br>Las Cruces, NM 88001 |

d. This agreement can be amended by the written mutual consent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.
FOR City of Las Cruces:

Authorizing Official for City of Las Cruces:

Name: Ifo Pili

Title: City Manager

Signature: _____

Date: 12/11/23

FOR THE FRANKLIN INSTITUTE:

Name: Darryl Williams, Ph.D.

Title: Senior Vice President, Science and Education

Signature: DocuSigned by: Darryl Williams CB09627FC9EC401...

Date: 12/14/2023

# FY24 State Grants-in-Aid Checklist and Instructions

| This DocuSign Email Contains the Following Documents | What To Do with The Documents |
|---|---|
| **Grant Allocation Notification** | - Review that all information is correct. |
| **FY24 State Aid Grant Agreement** | - Have authorized agent with authority to enter into a legal contract with the State of New Mexico electronically sign the FY24 Grant Agreement via DocuSign.<br>- *Grant agreements* must be electronically signed via DocuSign by ***January 10, 2024***. |
| **4.5.2 New Mexico Administrative Code (NMAC)** - *Revised June 1, 2016* | - ***SAVE*** and ***PRINT*** a copy for your records.<br>- Ensure compliance with *all* requirements this year, to remain eligible for FY25 funding. |
| **State Grants-in-Aid Expenditures Guidance Sheet** - *Revised October 2023* | - ***SAVE*** and ***PRINT*** a copy for your records.<br>- Refer to this document for how state aid funds can be spent. |
| **State Aid Expenditures Tracking Sheet** - *This will arrive in a separate email labeled as such* | - When received, ***SAVE*** the spreadsheet, and use it to track/maintain accurate records for FY24 state aid expenditures.<br>- This spreadsheet *is required and must* be completed in its entirety and returned via email *(in Excel format)* to the Development Bureau by June 30, 2024. |
| **What Happens Next?**<br>Email Carmelita.Aragon@dca.nm.gov with questions | - Once the grant agreement is signed by the library's authorized agent, the State Librarian will electronically sign. A complete copy will be emailed *via DocuSign* to the library director.<br>- ***SAVE*** and ***PRINT*** a copy of the complete grant agreement packet for your records and provide a copy to finance and other interested persons.<br>- Once the grant agreement is fully executed, a request for payment will be made. The library's financial agent will receive a check *or* ACH payment.<br>- **Spend *ALL*** FY24 state aid funds in compliance with the 4.5.2 NMAC ***by June 30, 2024***. |

# NEW MEXICO STATE LIBRARY

1209 Camino Carlos Rey • Santa Fe, NM 87507

## FY2024 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

| | | |
|---|---|---|
| 1. | **Recipient Name** | Las Cruces Public Library |
| 2. | **Remit to Name and Address** | City of Las Cruces, Las Cruces Public Libraries<br>PO Box 20000<br>Las Cruces, NM 88004 |
| 3. | **State of NM Vendor #** | 54342 |
| 4. | **Project Title and Legal and Fiscal Data** | State Grants-in-Aid to Public Library<br>Statute/Administrative Code<br>NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC |
| 5. | **State Library Contact** | Carmelita Aragon<br>New Mexico State Library<br>Carmelita.Aragon@dca.nm.gov |
| 6. | **Source of Funding** | *State of N.M. Legislature - General Appropriation Act of 2024* |
| 7. | **Grant Type and Amount Received** | Library Type Grant: Public Library<br>Total Grant Amount: $20,704.76<br>*(Total grant amount includes share(s) for any eligible library branch(es))* |
| 8. | **Allocation Period** | Fiscal Year 2024<br>***ALL* STATE GRANTS-IN-AID FUNDS MUST BE SPENT BY *JUNE 30, 2024*.** |
| 9. | **Terms and Conditions of Allocation** | The state aid program is intended to supplement and encourage local effort in providing local library service. A library's local budget ***shall not*** be reduced by its governing body because of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.<br>State Aid funds ***may be used*** for:<br>1) library collections;<br>2) library staff salaries;<br>3) library staff professional development;<br>4) library equipment; or<br>5) other operational expenditures associated with delivery of library services.<br>Libraries must report how all FY24 state grants-in-aid funds were spent in the FY24 Annual Report. |
| 10. | **Date** | January 5, 2024 |

**State Grants-in-Aid to Public Libraries Agreement**
**For FY2024**

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Las Cruces Public Library**, located in **Las Cruces, NM**, hereinafter called the **Recipient**.

**WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;**

**WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and**

**WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.**

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Twenty Thousand Seven Hundred Four Dollars and Seventy Six Cents ($20,704.76)** to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
2. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
3. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
4. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
5. Expend *all* grant funds before June 30, 2024;
6. No later than August 12, 2024, provide NMSL with a report on how the grant was expended as part of the Recipient's annual report for the fiscal year; and
7. Sign and return this Agreement to NMSL ***within 60*** days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant allocation**.

III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

**The Recipient by its signature below certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.**

**Recipient Signature**

**Signed:** _____ **Date:** 1/9/24

**Print Name and Title:** Ifo Pili, City Manager Authorized Agent of Recipient

My signature above verifies that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico.

**NMSL Signature**

**Signed:** _____ **Date:** 1/9/24

**Print Name and Title:** Eli Guinnee, New Mexico State Librarian Authorized Agent of NMSL

**Attachment A**

*Administrative code is subject to change. Please always check for the most up-to-date version online.*

# STATE GRANTS-IN-AID TO PUBLIC LIBRARIES

**TITLE 4 CULTURAL RESOURCES**

**CHAPTER 5 STATE LIBRARY**

**PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES**

**4.5.2.1 ISSUING AGENCY:** Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

**4.5.2.2 SCOPE:** Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

**4.5.2.3 STATUTORY AUTHORITY:** Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

**4.5.2.4 DURATION:** Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

**4.5.2.5 EFFECTIVE DATE:** June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

**4.5.2.6 OBJECTIVE:** The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

**4.5.2.7 DEFINITIONS:**

**A. "Annual report"** means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

(1) provide information in the time, manner, and form prescribed by the state library;

(2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;

(3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and

(4) be approved by and on file at the state library.

**B. "Basic library services"** means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

**C. "Bookmobile"** means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

**D. "Branch"** means an auxiliary service administered by a public or developing library that provides the following public services:

(1) separate quarters from the main library;

(2) a permanent library collection and reference services;

(3) offers basic library services;

(4) staff present during open hours; and

(5) at least 20 hours of public access to physical quarters per week on an annual basis.

**E.** **"Circulating materials"** means items from library collections that are checked out by patrons for use outside of the library.

**F.** **"Collection development policy"** means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.

**G.** **"Community analysis and needs assessment"** means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.

**H.** **"Developing library"** means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.

(1) A developing library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution of a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A developing library provides the following public services:
- (a) staff present during open hours;
- (b) at least 15 hours of public access to physical quarters per week on an annual basis;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

**I.** **"Fiscal year"** means July 1 through June 30.

**J.** **"Legal service area"** means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.

**K.** **"Library board"** means an administrative or advisory group comprised of representative members of the library's community.

**L.** **"Library collections"** means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.

**M.** **"Library equipment"** means equipment associated with the delivery of library services.

**N.** **"Library staff"** means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.

**O.** **"Matching funds"** means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.

**P.** **"Public library"** means a New Mexico organization that offers basic library services within its legal service area.

(1) A public library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution adopted by a subdivision of state government;
- (b) by a contract between a private entity and a subdivision of state government;
- (c) by an Indian nation; or
- (d) as a non-profit corporation.

(2) A public library provides the following public services:
- (a) staff dedicated to the library
- (b) year-round public access to the physical location at least 25 hours per week;
- (c) at least two days of public access to physical quarters per week on an annual basis; and
- (d) hours of operation posted on or near the library.

**Q.** **"Reference services"** means the provision of library staff to answer reference questions during all the hours the library is open.

**R.** **"Strategic plan"** means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

[4.5.2.7 NMAC - Rp, 4.5.2.7 NMAC, 6/1/2016]

**4.5.2.8 DEVELOPING LIBRARY GRANT:**

**A. Purpose:** To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

**B. Description:** The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

**C. Criteria for reviewing and awarding developing library grants:** The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

(1) timely submission of an annual report with the state library;

(2) receipt of no more than five, consecutive, awards of developing library grants;

(3) continuous operation for at least nine months;

(4) demonstration of receipt of financial support from sources other than the state. In particular, matching funds in relation to the population of the library's legal service shall be at least $0.25 per person in its first year and any non-consecutive years of developing library grant application participation; $0.50 per person in its second consecutive year; $0.75 per person in its third consecutive year; $1.00 per person in its fourth consecutive year; and $1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with requirements for developing library grants;

(8) employment of a designated director;

(9) creation of a library board that meets at least two times a year and adheres to the state's open meetings law; and

(10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

**4.5.2.9 PUBLIC LIBRARY GRANT:**

**A. Purpose:** To supplement eligible public libraries' budgets.

**B. Description:** The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

**C. Criteria for reviewing and awarding public library grants:** The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

(2) continuous operation for at least one year;

(3) receipt of a minimum of three consecutive developing library grants;

(4) demonstration of receipt of financial support from sources other than the state; in particular, matching funds in relation to the population of the library's legal service area shall be at least $1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

(6) compliance with all state statutes and rules;

(7) compliance with all requirements for public library grants;

(8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

(9) maintain a library board that meets at least two times a year and adheres to the state open meetings law;

(10) employment of a designated director; and

(11) successful expenditure of all public library grant funds during the prior fiscal year.
[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

**4.5.2.10 DISTRIBUTION OF FUNDS:** The library division shall distribute state grants in aid in the following manner:

**A. Application:** The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

**B. Allocation:** For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

**C. Notification:** Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

**D. Request for payment:** Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

**E. Maintenance of effort:** A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.
[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

**4.5.2.11 LIMITATION ON FUNDS:**

**A.** The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

**B.** Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

**C.** Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

**D.** Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.
[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

**4.5.2.12 APPEAL OR VARIANCE:**

**A.** In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

**B.** Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

**C.** The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.
[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

**HISTORY OF 4.5.2 NMAC:**

**Pre-NMAC History:**

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.
NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.
NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.
NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.
NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.

NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.
NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.
NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.
NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.
NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.
NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.
NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.
NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.
NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.
NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.
NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

**History of Repealed Material:**

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

**Other History:**

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

# State Grants-in-Aid Expenditures Guidance Sheet

The state aid program is intended to supplement and encourage local effort in providing local library service and is not intended to be a main source of operating revenue.

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To receive state aid, recognized New Mexico public libraries must meet all eligibility requirements as outlined in the 4.5.2 NMAC. *All* state aid funds received must be expended or encumbered during the fiscal year in which they are given (i.e., before June 30 each year).

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, contact the Library Development Bureau for clarification *prior* to making purchases, 1-800-340-3890 / SL.Development@dca.nm.gov

## Allowable Purchases - State aid funds *can* be used for:

- Library Collections
  - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc.
  - Non-traditional circulating/educational items may also be allowable e.g., board games, sewing machines, cake pans, cookie cutters, etc. Contact the Development Bureau with questions.
- Library Staff Salaries
  - State aid funds can be used to pay regular library staff for their work within the library. Paying a part-time/substitute library staff member/summer intern may also be allowable.
- Library Staff Professional Development
  - State aid funds can be used for library staff to attend in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, ARSL, PLA, etc.), and other library related training/workshops (e.g., youth services workshops, etc.). This includes registration and travel costs (including meals & lodging).
  - Library training, in-person and/or offered online that are provided to library staff on library related services/issues, and are organized and held at the library, or held at another location, e.g., NMSL or other library, etc. may also be allowable.
- Library Equipment
  - Equipment associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software, and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
  - Expenditures associated with the delivery of library services, such as the library's catalog, library educational program supplies, library electric bill, library phone bill, directional signage, copy paper, security costs, etc.
  - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts.

***See page 2 for Non-Allowable Purchases →***

**Non-Allowable Purchases** - State aid funds ***cannot*** be used for:

- Administrative and/or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, fringe benefits, etc.
- Food, giveaways/incentives/prizes, college classes for library staff (i.e., individual tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to meeting the information needs or the delivery of basic library services to library patrons, i.e., the cost of parties, receptions, fund-raising events, other social functions, building maintenance, cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, paint, etc.
- Capital improvements and construction.

SHARE No. 23-521-0500-0074
City of Las Cruces

**MEMORANDUM OF AGREEMENT**
**BETWEEN THE**
**STATE OF NEW MEXICO,**
**ENERGY, MINERALS AND**
**NATURAL RESOURCES DEPARTMENT,**
**STATE PARKS DIVISION**
**AND**
**CITY OF LAS CRUCES**

**THIS MEMORANDUM OF AGREEMENT** (MOA) is made and entered into by the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division (Division) and the City of Las Cruces (Entity).

**WHEREAS,** the Division, pursuant to NMSA 1978, § Sections 16-1-1 *et seq*., and the Federal Land and Water Conservation Fund (LWCF) Act of 1965 (P.L. 88-578), is responsible for administering the LWCF program for New Mexico; and

**WHEREAS,** EMNRD and Entity desire to enter into this Agreement for administrative efficiency so that the project detailed in the Application (Attachment A) can be carried out through a single program,

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE METHOD BY WHICH THIS PURPOSE SHALL BE ACCOMPLISHED IS AS FOLLOWS:**

1. Entity shall:

A. demolish and construct Outdoor Recreation Legacy Partnership (ORLP) City of Las Cruces, Apodaca Park as described in Attachment A, and in compliance with the regulations and policies implementing the LWCF Act and the U.S. Department of the Interior (DOI), National Park Service (NPS) LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended (available at http://www.emnrd.state.nm.us/SPD/Landandwater.html);

B. notify EMNRD in writing if Entity proposes to convert the land or facilities referenced in Paragraph 1.A. above to non-recreational uses, or in the event they become obsolete and are to be destroyed, prior to taking any action;

C. quiet claims against title and replace property found to have defective title with other properties if this occurs after project completion pursuant to the LWCF conversion provisions found in 36 C.F.R. 59;

D. ensure documentation that the property described in Section 1.A above, has been acquired or developed with LWCF assistance and cannot be converted to other than public outdoor recreation use without the written approval of the U.S. Secretary of the Interior, as well as the Section 6(f)3 boundary map (Attachment C), is

filed with the county clerk where the property is located, maintained as a permanent record in in Entity's property records and is available for public inspection;

E. install and maintain at least one sign acknowledging that the work involved under this Agreement was financed in part by the NPS under the provisions of the LWCF in partnership with the Division;

F. provide a match in the amount of seven hundred and fifty thousand dollars ($750,000.00) for this Project, as identified in Attachment A;

G. submit requests for reimbursement on at least a quarterly schedule along with brief written progress reports to the Division as described in Attachment B;

H. complete the Project and submit the final billing by December 31, 2023;

I. manage and maintain the ORLP City of Las Cruces, Apodaca Park in compliance with the regulations and policies implementing the LWCF Act and the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended;

J. keep the project area reasonably open, accessible, and safe for public use; and

K. maintain the project area, as defined by the agreed-to LWCF Act Section 6(f)(3) boundary map (Attachment C), in perpetuity as an outdoor recreation area and not convert or transfer the property without EMNRD's and NPS's prior written approval and without meeting the requirements outlined in Attachment B.

2. EMNRD shall:

A. conduct inspections or coordinate self-inspections of the Project, every five years, as required by the LWCF Act and report the results to the NPS;

B. ensure that Entity follows the standards and guidelines for the completed project as outlined in Attachment B.

3. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to Attachment A, and as specified below. This amount shall not exceed seven hundred and fifty thousand dollars ($750,000), including travel pursuant to Paragraph B, and New Mexico gross receipts taxes, pursuant to Paragraph C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below and in Attachment A:

| | |
|---|---|
| LWCF Funds: | $ 750,000.00 |
| Entity Match: | $ 750,000.00 |
| Total: | $1,500,000.00 |

EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

D. Entity must submit detailed invoices accounting for all services performed, and expenses incurred, and which document the source and type of match, on at least a quarterly schedule. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. Entity's allowable costs and cost principles shall be dictated by OMB Circular A-87. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term: This MOA becomes effective on EMNRD's signature. It shall be ongoing, unless with EMNRD's prior written approval, Entity transfers the Project to another entity, or in the event of transfer or conversion, if Entity provides a replacement property and the parties enter into a new agreement for the new location. Any transfer or conversion requires EMNRD to obtain NPS approval to be valid.

5. Termination: EMNRD may terminate this agreement for convenience or cause prior to the first payment being made. After the initial payment, the project may be terminated, modified, or amended by EMNRD only by mutual agreement of EMNRD and NPS.

6. Status of Entity: Entity and its agents and employees are independent contractors performing services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement,

insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity acknowledges that all sums received hereunder are reportable by the Entity for tax purposes, including without limitation, self-employment, and business income tax. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

B. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

C. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, § 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

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

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto. EMNRD may consider, with NPS approval, amendments to add a cost overrun. Only those additional costs incurred within the project period will be considered for reimbursement.

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

14. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

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

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

17. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Entity has an office within the state; otherwise, Entity shall make such records available to EMNRD within 10 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA, the State Auditor, and NPS. Entity further agrees to include in all subcontracts hereunder the same right of

inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by NPS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Entities who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entity shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

18. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

19. Procurement, Utilization, and Disposition of Property: Entity shall comply with NPS regulations regarding the disposition of property as specified in the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

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

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

22. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its address or facsimile number set forth below, or such other address or facsimile number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by facsimile, or by other telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

LWCF Program Coordinator
EMNRD, State Parks Division
1220 S. St. Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

Grants Manager
Amy Johnson Bassford
Office of Management & Budget/Financial Services
City of Las Cruces
P.O. Box 20000, Las Cruces, NM 88004
575-541-2281
abassford@lascruces.org

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

23. Authority: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that he or she has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

24. Acknowledgment: Entity shall acknowledge EMNRD and NPS as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the project.

25. Attorney's Fees and Costs: Entity agrees that if a court of competent jurisdiction finds Entity has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Entity reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement and as described in Attachment B.

B. Entity shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

C. Compliance with NMSA 1978, § 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

(1) including qualified MBEs/WBEs on solicitation lists;

(2) assuring that MBEs/WBEs are solicited once they are identified;

(3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

(4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

(5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

(6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

E. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

(1) engage in severe forms of trafficking in persons during this Agreement's term;

(2) procure a commercial sex act during this Agreement's term; or

(3) use forced labor in the performance of this Agreement.

E. Entity shall not award subcontracts to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

F. If applicable, Entity must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

H. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans); and EPA regulations.

I. Entity shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

J. Entity will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

K. Whistleblower Protection:

(1) If this Agreement is valued at more than $150,000, Entity shall inform its employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

(2) Entity shall insert the substance of this clause, including this paragraph in all subcontracts over $150,000.

L. Minimum Wages Under Executive Order 13658 (January 2015):

1. Definitions. As used in this clause:

"United States" means the 50 states and the District of Columbia.

"Worker":

a. means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. Part 541,

(iii) regardless of the contractual relationship alleged to exist between the individual and the employer.

b. includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c); and

c. also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

2. Executive Order Minimum Wage Rate:

a. Entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this Work Plan, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

b. Entity shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this Work Plan.

c. Entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(i) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph 2.b. Entities shall consider any subcontractor requests for such price adjustment.

(ii) EMNRD will not adjust the contract price under this clause for any costs other than those identified in paragraph 2.c., and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

d. Entity warrants that the prices in this Work Plan do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

e. A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this Work Plan establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

f. Entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. Entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. 10.23, Deductions.

h. Entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

i. Nothing in this clause shall excuse Entity from compliance with any applicable federal or state prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

j. Entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

k. Entity shall follow the policies and procedures in 29 C.F.R. 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

l. This clause applies to workers as defined in paragraph (a). As provided in that definition:

(i) workers are covered regardless of the contractual relationship alleged to exist between Entity or subcontractor and the worker;

(ii) workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

m. This clause does not apply to:

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the Work Plan, but who are not directly engaged in performing the specific work called for by the Work Plan, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such Work Plans;

(ii) individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and § 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:-

(a) learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a);

(b) students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b); and

(c) those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(l) and 29 C.F.R. Part 541).

n. Notice. Entity shall notify all workers performing work on, or in connection with, this Work Plan of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, Entity may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, Entity shall post notice, using the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Entity's that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. Payroll Records.

(i) Entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(a) name, address, and social security number;

(b) the worker's occupation(s) or classification(s);

(c) the rate or rates of wages paid;

(d) the number of daily and weekly hours worked by each worker;

(e) any deductions made; and

(f) total wages paid.

(ii) Entity shall make records pursuant to paragraph n. of this clause available for inspection and transcription by authorized representatives of the Administrator. Entity shall also make such records available upon request of EMNRD.

(iii) Entity shall make a copy of the Work Plan available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(iv) Failure to comply with this paragraph n. shall be a violation of 29 C.F.R. 10.26 and this Work Plan. Upon direction of the Administrator or upon EMNRD's own action, payment shall be withheld until such time as the noncompliance is corrected.

(v) Nothing in this clause limits or otherwise modifies Entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(vi) Access. Entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(vii) Withholding. EMNRD, upon its own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from Entity under this Work Plan or any other federally funded Work Plan or contract with the same Entity, sufficient to pay workers the full amount of wages required by this clause.

(viii) Disputes. Department of Labor has set forth in 29 C.F.R. 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 C.F.R. Part 10. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this Work Plan. These disputes include disputes between Entity (or any of its subcontractors) and EMNRD, the Department of Labor, or the workers or their representatives.

(ix) Anti-retaliation. Entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(x) Subcontractor compliance. Entity is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(xi) Subcontracts. Entity shall include the substance of this clause, including this paragraph K. in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

28. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in Attachment A, are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in Attachment A, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

C. Flood insurance as required by the Flood Disaster Protection Act of 1973 (P.L. 93-234) for insurable facilities located within special flood hazard areas for which the Federal Insurance Administration has issued a flood hazard boundary map or a flood insurance rate map.

[Signatures are on next page.]

IN WITNESS WHEREOF, the parties have herein set their hand.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**

By: _____ Date: 1/9/23
Cabinet Secretary or Designee

**CITY OF LAS CRUCES**

By: _____ Date: 12/27/22
Authorized Representative Signature

Ifo Pili, City Manager
*Entity's Printed Name and Title*

Attachment A
Application

SHARE No. 23-521-0500-0074
City of Las Cruces

OMB Number: 4040-0004
Expiration Date: 12/31/2019

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier: CLC Legacy

5a. Federal Entity Identifier:

5b. Federal Award Identifier: 35-01212

**State Use Only:**

6. Date Received by State: 09/06/2018

7. State Application Identifier: SAI Exempt

**8. APPLICANT INFORMATION:**

* a. Legal Name: City of Las Cruces

* b. Employer/Taxpayer Identification Number (EIN/TIN): 85-6000147

* c. Organizational DUNS: 8085618490000

**d. Address:**

* Street1: 700 N. Main St.
Street2:
* City: Las Cruces
County/Parish: Dona Ana
* State: NM: New Mexico
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 88001-1120

**e. Organizational Unit:**

Department Name: Parks and Recreation

Division Name: Recreation

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:
* First Name: Amy
Middle Name:
* Last Name: Johnson Bassford
Suffix:

Title: Grants Administrator

Organizational Affiliation: City of Las Cruces

* Telephone Number: 575-541-2281
Fax Number:

* Email: grants@las-cruces.org

PREVIEW Date: Sep 13, 2018

Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

**Application for Federal Assistance SF-424**

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

*** Other (specify):**

*** 10. Name of Federal Agency:**

National Park Service

**11. Catalog of Federal Domestic Assistance Number:**

15.916

**CFDA Title:**

Outdoor Recreation Acquisition, Development and Planning

*** 12. Funding Opportunity Number:**

P18AS00153

*** Title:**

Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Las Cruces Legacy: Creating an Active Community Space at Apodaca Park

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

* a. Applicant: NM-002 | * b. Program/Project: NM-002

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2019 | * b. End Date: 09/30/2022

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 750,000.00 |
| * b. Applicant | 750,000.00 |
| * c. State | 0.00 |
| * d. Local | 0.00 |
| * e. Other | 0.00 |
| * f. Program Income | 0.00 |
| * g. TOTAL | 1,500,000.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. | * First Name: Stewart

Middle Name: C

* Last Name: Ed

Suffix:

* Title: City Manager

* Telephone Number: 575-541-2076 | Fax Number:

* Email: grants@las-cruces.org

* Signature of Authorized Representative: Completed by Grants.gov upon submission. | * Date Signed: Completed by Grants.gov upon submission.

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

**Budget Narrative File(s)**

* Mandatory Budget Narrative Filename: CLC Budget Narrative.pdf

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

**Budget Narrative**
**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**

**Introduction.** The City of Las Cruces (City) requests $750,000 over the course of a three-year project period in order to demolish and construct Apodaca Park, as outlined in the project narrative. Cost share has been secured at a 1:1 ratio and is derived from the Park Impact Fees (PIF). Additional detail is highlighted below.

**Chart I.** *Line Item Budget Category Overview*

| Budget Category | Request | Cost Share |
|---|---|---|
| Administrative and Legal Expenses | $0.00 | $0.00 |
| Land, Structures, Rights-of-Way, Appraisals | $0.00 | $0.00 |
| Relocation Expenses and Payments | $0.00 | $0.00 |
| Architectural and Engineering Fees | $69,244 | $69,628 |
| Demolition and Removal | $279,000 | $0.00 |
| Construction | $316,800 | $622,812 |
| Miscellaneous | $57,560 | $57,560 |
| Contingencies | $27,396 | $0.00 |
| Total Project Cost | $750,000 | $750,000 |

**Administrative and Legal Expenses**
No funds are requested for this budget category.

**Land, Structures, Rights-of-Way, Appraisals, etc.**
No funds are requested for this budget category.

**Relocation Expenses and Payments**
No funds are requested for this budget category.

**Architectural and Engineering Fees**
The City requests $69,244 for architectural and engineering fees and will cost-share $69,628 for project costs totaling $138,872. Costs include design work for the new and revised amenities included in the project. As described in the proposal narrative, residents were consulted in the type and use of equipment and design of the park. As a result, this information will be presented to the design consultant to be considered and possibly incorporated into the final design. Project costs were derived from historical bidding information for projects of similar size and scope.

Design costs are estimated based on the size of the budget and the complexity of the project. Based on the State of New Mexico Architect Rate Schedule, with a construction budget of approximately $1.5M and a medium-high complexity, the Design Fee Rate should not exceed 10%. This rate was used to derive the budget item for design.

***Other Architectural and Engineering Fees***
Subconsultants to the Design Consultant may include an aquatic playground designer, an electrical engineer, and an irrigation designer. The budget for work of these potential subconsultants is included in the Architectural and Engineering Fees budget category.

**Demolition and Removal**

The City request $279,000 for demolition and removal of existing structural items. There is no cost-share for this category. Costs include demolition and removal of the existing restroom and swimming pool. Hazardous Materials investigation has already been conducted on the restroom and asbestos materials mitigation is included as part of the demolition costs.

**Budget Narrative**
**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**

**Construction (includes Site Work)**
For construction costs, the City requests $316,800 and will cost-share $622,812 for costs totaling $939,612. An overview of construction in the narrative encompasses site work and any purchase or installation of features that will go into the park (e.g. aquatic playground) including shade structure assembly and install.

As a part of site work, the electrical service at the site may require upgrading to meet the requirements of the aquatic playground and possible future lighting or other electrical needs. The City will coordinate directly with El Paso Electric, the regional electric company, to determine the necessity of the upgrade and the process of effecting the upgrade. If needed, this process will be included in the Construction portion of the project.

Construction includes all activities occurring from the end of the design phase through project closeout. Bidding, negotiation, and contracting activities occur prior to construction but are generally accounted for in the timeline as part of construction. Upon final award of the construction contract, a pre-construction conference will be held including all persons involved in the project. Then the contractor will submit for permits, working with New Mexico Construction Industries (NM CID) and New Mexico Environment Department (ED) to secure the appropriate permits. CID and ED will conduct inspections and reviews per their mandates. Upon completion of the project and passing of the final inspection, appropriate operational permits will be issued.

Construction activities after permitting and preliminary site work will include construction of: aquatic playground, restroom, playground refurbishment, trail system, irrigation system, group picnic shelters, site furnishings, landscape planting, and signage.

Construction observation will occur simultaneously with construction and will be conducted by Parks and Recreation Department staff (Landscape Architect and Project Specialist) with possible assistance by the Design Consultant and Public Works and Community Development Department staff. Materials testing will be scheduled and performed by a contracted firm at appropriate times during construction to ensure all is being constructed to specification.

Upon Substantial Completion by the Contractor, a walkthrough will be conducted to develop a punch list for the Contractor to address. Upon completion of all the punch list items to the satisfaction of the City and the permitting agencies, the project will be accepted and opened for the public.

***Project Inspection Fees***

Permit fees will be the responsibility of the construction contractor. Fees will be required for NM Construction Industries Division and NM Environment Department. Inspection will be through those entities. Construction Observation and day-to-day project management will be handled by the Parks and Recreation Department staff with the assistance of the Design Consultant. Any construction observation performed by the Design Consultant are incidental to design and are included in the Architectural and Engineering Fees budget category. Materials Testing fees, for items such as concrete, asphalt, base course compaction, are incidental to construction and are included in the Construction budget category.

***Equipment***
City youth were consulted during the planning process and requested a multi-age aquatic playground, group picnic shelters in close proximity to the aquatic playground, and restrooms. As a result, equipment is as follows: Aquatic Playground features for both 2 to 5 year-olds and 5 to 12 year-olds. Water pumping and waste water handling equipment will also be included. Other

**Budget Narrative**
**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**

equipment includes: site furnishings like drinking fountains, group picnic shelters, picnic tables, benches, trash receptacles, and dog waste bag dispensers. The trail system will also feature exercise stations along its length which will include pieces of outdoor gym equipment for both upper body and lower body workouts such as stations for: cross-country ski, pendulum abs and dips, vertical press, chest press, rowing, stair climber, leg press, elliptical, and balance steps. Item in the gym equipment category are included in the calculated total for construction costs category.

**Miscellaneous**
For miscellaneous costs, the City requests $57,560 and will cost-share $57,560, for costs totaling $115,120 towards New Mexico Gross Receipts Tax (NMGRT). NMGRT, at a rate of 8.3125% is applicable to all capital infrastructure projects and applies to all capital project expenditures for design and construction. For this proposed project, NMGRT tax is calculated on a base of $1,384,880 in total project costs.

**Contingencies**
For contingencies, the City requests $27,396. There is no cost-share for this category. Contingency will be used to address unexpected costs which develop during the design and, especially, during construction. Typically, contingency funds are used to deal with previously unknown conditions discovered during demolition, excavation, and early construction. If no such previously unknown conditions exist or are discovered, the contingency funds may be expended to enhance the overall usefulness, durability, or extent of the project.

**Total Project Cost**
In total, the City requests $750,000 and will cost-share $750,000 for project costs totaling $1,500,000.

**Matching Funds**
The $750,000 that the City of Las Cruces will be responsible for will come from Park Impact Fees (PIF). Park Impact Fees are a fee imposed on developers who construct single-family and multi-family dwellings. The current fee is $2,600.00 per dwelling. Once fees are collected, they are held and can only be used for any increased levels of park services City wide. They are typically used for the building of new parks. However, in this case they will be used to upgrade the level of service at Apodaca Park from a pool and bathhouse to an Aquatic Playground, Fitness Trail, Restrooms, and new site furnishings.

**Budget Narrative**
**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**

**Full Budget Table Estimate**

| Item No. | Description | Est. Qty. | Units | Unit Price | Total Cost |
|---|---|---|---|---|---|
| 1A | ARCHITECT AND ENGINEER SERVICES | 1 | LS | $138,873.00 | $138,872.00 |
| | | | | | |
| 1B | DEMOLITION; POOLHOUSE | | | | |
| | DEMOLITION; ASBESTOS CONTAINING MATERIAL | 1 | EA | $9,000.00 | $9,000.00 |
| | DEMOLITION; REMAINING STRUCTURE | 1 | EA | $49,500.00 | $49,500.00 |
| | | | | | |
| 2 | DEMOLITION; POOL | 1 | EA | $220,500.00 | $220,500.00 |
| | | | | | |
| 3 | AQUATIC PLAYGROUND | 1 | EA | $373,500.00 | $373,500.00 |
| | | | | | |
| 4 | RESTROOM | | | | |
| | UTILITIES UPGRADES; ELECTRICITY, WATER, SANITARY SEWER | 1 | EA | $22,500.00 | $22,500.00 |
| | SITE WORK | 2,500 | SF | $2.70 | $6,750.00 |
| | CONCRETE PAD | 1,500 | SF | $22.50 | $33,750.00 |
| | PRE-FAV BUILDING; 2 RESTROOMS AND UTILITY CHASE | 1 | EA | $114,750.00 | $114,750.00 |
| | INSTALLATION OF RESTROOM | 1 | EA | $112,050.00 | $112,050.00 |
| | | | | | |
| 5 | PICNIC AREAS; SHADE, TABLES, SLAB, FOOTINGS | | | | |
| | SHADE STRUCTURES | 3 | EA | $12,150.00 | $36,450.00 |
| | PICNIC TABLES | 5 | EA | $2,250.00 | $11,250.00 |
| | CONCRETE SLABS AND FOOTINGS | 1,200 | SF | $5.26 | $6,312.00 |
| | | | | | |
| 6 | TERRESTRIAL PLAYGROUND; REFURBISH | | | | |
| | REPLACE SLIDES AND LADDERS | 1 | EA | $16,200.00 | $16,200.00 |
| | REFRESH SAFETY SURFACING | 30 | CY | $40.50 | $1,215.00 |
| | REPLACE ADA TRANSFER STATION | 1 | EA | $1,080.00 | $1,080.00 |
| | RECOAT ALL STEEL POSTS AND HANDRAILS | 1 | EA | $4,500.00 | $4,500.00 |
| | INSTALLATION AND DISPOSAL | 1 | EA | $4,005.00 | $4,005.00 |
| | | | | | |
| 7 | TRAIL SYSTEM; 1000 LF SEGMENT | | | | |
| | CLEARING AND GRADING AND SUBGRADE PREPARATION | 140,000 | SF | $0.72 | $100,800.00 |
| | ASPHALT; 2" CLASS B | 140,000 | SF | $0.45 | $63,000.00 |
| | | | | | |
| 8 | LANDSCAPE, IRRIGATION, SITE FURNISHINGS, SIGNAGE | | | | |
| | PLANTS; TREES, SHRUBS, TURF | 1 | LS | $9,000.00 | $9,000.00 |
| | IRRIGATION | 1 | LS | $4,500.00 | $4,500.00 |
| | SITE FURNISHINGS; BENCHES | 5 | EA | $1,575.00 | $7,875.00 |
| | SITE FURNISHINGS; TRASH RECEPTACLES | 5 | EA | $675.00 | $3,375.00 |
| | | | | | |
| | SIGNAGE | | | | |
| | MONUMENT SIGN | 1 | EA | $5,400.00 | $5,400.00 |
| | RULES AND REGULATIONS SIGNS | 3 | EA | $450.00 | $1,350.00 |
| | | | | | |
| 9 | CONTINGENCY | 1 | LS | $27,396.00 | $27,396.00 |
| | | | | | |
| | **Project Total** | | | | $1,384,880.00 |
| | | | | | $1,384,880.00 |
| | NMGRT - 8.3125% | | | | $115,120.00 |
| | | | | | **$1,500,000.00** |

4

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

**Project Narrative File(s)**

*** Mandatory Project Narrative File Filename:** CLC058_Legacy Project Narrative_08172018 (1).pdf

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**
***Project Narrative***

*1. Project Overview.*
The City of Las Cruces (City) proposes to renovate and reimagine one of its most popular and widely used parks, Apodaca Park, located at 801 E. Madrid Ave in Las Cruces, New Mexico 88001. The proposed project will dramatically increase the availability of contemporary recreation elements for nearby residents, specifically for low-income and disadvantaged populations. Key project activities include (1) demolition of existing non-functional park infrastructure and (2) creation of new facilities.

The planned physical improvements to Apodaca Park include (1) an aquatic playground, (2) an additional American Disabilities Act (ADA) compliant restroom, (3) group picnic shelters with ADA compliant picnic tables, (4) upgraded playground amenities including ADA compliant safety surfacing, (5) an ADA compliant multi-use trail with exercise stations to connect the new aquatic playground with the rest of Apodaca Park and adjacent existing and future neighborhood growth, and (6) landscape features that support other uses (e.g. trees, shrubs, benches, drinking fountains, receptacles, recycle receptacles, lighting, dog litter bag dispensers, storm water harvesting green infrastructure rain gardens, and bioswales).

The areas of the park slated for redevelopment and rehabilitation are deteriorated and/or non-functional. The proposed project will significantly increase the types of recreational and community use opportunities available at the park and will greatly improve the more than170 events that occur in the park annually. Redevelopment will provide park amenities of a comparable caliber to other parks in Las Cruces for the park's annual 18,103 visitors.

***Why development is necessary.*** By redeveloping Apodaca Park, *the City will (1) spur economic development, (2) improve recreational areas for low-income families, and (3) increase quality of life within the City as a whole.* These goals are supported by an initial assessment and strategy called the Apodaca Blueprint, as well as engagement meetings with City youth. The assessment and engagement meetings highlighted a need to improve the condition of the area and quality of life within the surrounding area neighborhoods and identified that residents within ¼ mile of the 65-year old Apodaca Park include low-income families and residents who have limited access to other recreational areas within the City (*Apodaca Blueprint: A Community Blueprint Policy Plan, May 2018*).

Through the Apodaca Blueprint Planning process, over 60% of survey respondents noted that neighborhood aesthetics and appearance inhibit business growth and prosperity. Other notable factors inhibiting business growth and prosperity were the ability, or lack thereof, to walk to shops and restaurants, the perception of lack of safety, and the lack of nearby entertainment and recreation facilities. **Moreover, more than 50% of survey respondents noted the area should have more recreation and open space.**

The City operates an aquatic playground (Metro Verde Splash Pad) in an East Mesa area subdivision, as well as an interactive water fountain at the City Plaza, located downtown. Both are very popular and are in great demand by residents and other users from as far away as El Paso, Texas.

**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**

***Project Narrative***

The project will involve rehabilitation and replacement of existing recreational facilities as well as new development. The existing swimming pool and shower/concession house are non-functional, making over 17,000 square feet of the park unusable for the community.

**Demolition**

1. Existing non-functioning swimming pool dating from the 1960's and out of service since 2008
2. Current shower/concession house

**Replacement**

1. Rehabilitation of existing playground with new features for community children

**New Development**

1. Construction of new aquatic playground – with recycling/reuse of waste water for irrigation of new and existing landscape, if permitted by New Mexico (NM) Environment Department
2. Additional restroom and group picnic shelters
3. Multi-use path to connect new aquatic playground to existing park and surrounding neighborhoods
4. Landscape and irrigation to enhance and support new and replacement facilities

***Resources available onsite.*** Currently Apodaca Park has the following functional resources and features:

- 1,800 linear foot access drive
- 150+ shade trees
- 11.4 acres open play space
- 9 picnic shelters
- 4 pickleball courts
- 2 playgrounds
- 2 tennis courts
- 2 restrooms
  - (1 is only open during scheduled baseball games)
- 1 baseball field with stadium seating
- 1 practice field
- 1 sculpture
- 1 parking lot

***Current status of planning.*** *The City has completed much of the preliminary planning efforts related to the proposed project, which included public participation, addressing challenges in implementation (project readiness), and design concept.* The planning process reviewed potential challenges associated with implementation such as, (1) the existing water delivery system and electrical system for the current swimming pool may be inadequate for the new aquatic playground, (2) the existing irrigation system will need upgrades to support increased foot traffic on the turf and modifications to accommodate new park features, (3) City Parks and Recreation Department (Parks and Recreation) staffing will increase to maintain and operate the new facilities, as they are expected to be heavily used by the community, and (4) the construction timeline will be temporarily disruptive to the usual use of the park. These are all factors that have been taken into consideration and will be addressed through project management by City departments.

To support sustainability of the project, this project is directly aligned with the departmental-level Strategic Business Plan (Plan), which states that as a result of up-to-date robust facilities, recreation assets, events, and programs, Parks and Recreation will be recognized as an economic driver as evidenced by an increased percentage of newly recruited business owners and

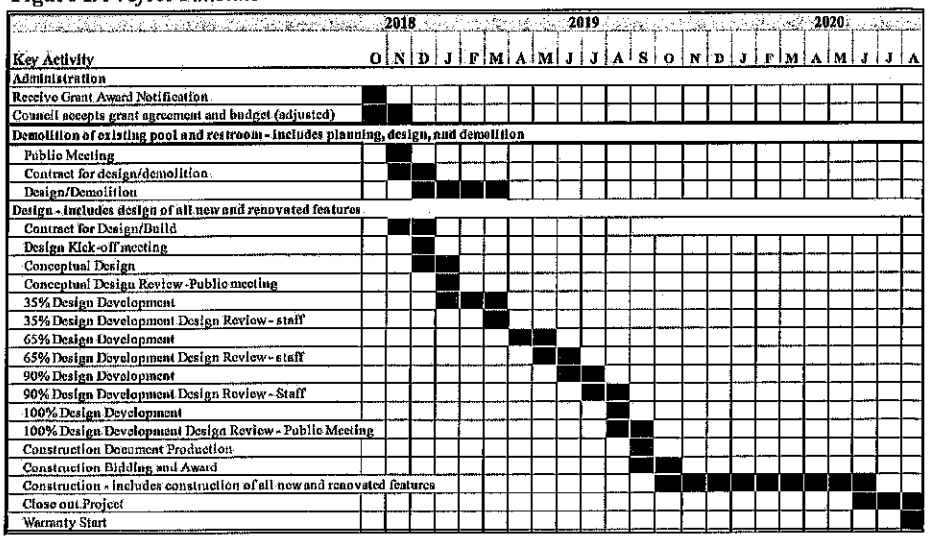
**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**
***Project Narrative***

employees who report that Parks and Recreation assets and programs influenced their decision to relocate to Las Cruces; and increased economic impact on the community will be generated by Parks and Recreation events annually. Baselines are being established during 2018, the first year of the Plan. This project also supports the larger City Comprehensive Plan 2040 (Plan4LasCruces) that frames the long-term civic vision, specifically as it relates to capital improvements and development in the city.

Design schematics have been created, to include cost estimates and a budget. The grant project budget and cost share were approved by City Council on August 20, 2018 in Resolution #19-033. The share for which the City will be responsible has been identified from Park Impact Fees (PIF). More information regarding the PIF is included in the Applicant and Partner Capacity section.

**Project Timeframe.** The project timeline consists of four key phases, to include (1) grant acceptance processing, (2) initial design and demolition of existing pool and current restroom, (3) design and renovation of new components, and (4) construction.

**Figure I.** *Project Timeline*






PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**
*Project Narrative*

2. ***Improving physical and recreational access and addressing recreational deficiencies***
The project will improve access to close-to-home recreation opportunities for residents at nearby multi-family apartment buildings, single-family houses, mobile home parks, and senior housing developments, all within a .5-mile radius of the park. This is important as the census tract surrounding the park denotes that over 10% of households do not own a car (Headwaters Economics, 2016), much higher than the City average of 7%. Among the proposed park amenities, this project will provide new and expanded trails, leveraging a multi-use path to allow access to the park for both pedestrians and bicyclists, limiting the need for vehicles.

The project also includes an aquatic playground that is expected to be a popular attraction for families. Las Cruces is located in southern New Mexico and experiences extreme summer temperatures, with several days above 100 degrees. For the residents near Apodaca Park the nearest aquatic playground is 7.2 miles and the nearest interactive water feature is 1.8 miles.

The project aligns with the 2016 – 2020 New Mexico State Parks Strategic Plan and supports an effort to increase satisfaction with local outdoor recreation options for youth. The project addresses these recreational needs and deficiencies by:

- *Providing expanded walking, running, and biking opportunities in this neighborhood – over ½ a mile of multi-use trail connected to current neighborhood sidewalks and future neighborhoods and in-road bike facilities (bike lanes) and street-side sidewalks.*
- *Creating new, desired, and cutting-edge recreational opportunity for children and youth in the form of an approximately 1,500 square feet of aquatic playground.*
- *Improving and expanding recreational opportunities in an existing park – refurbished playground, more group picnic shelters, modern and fully accessible restroom.*
- *Meeting the stated and apparent need for more water fun activities and amenities, socializing opportunities, and exercising opportunities.*
- *Improving the quantity and quality of nearby recreational opportunities and facilities for residents of the state in the heart of the largest metropolitan area in the Southwest Region.*

3. ***Improving recreation service and economic opportunity for the target population.***
According to the U.S. Census Bureau's 2011 – 2015 American Community Survey, the median income in the City is $41,330, compared to the national average of $59,039. Approximately 24.4% of the Las Cruces population lives in poverty, as compared to the 12.7% of Americans nationally (U.S. Census American Fact Finder, 2016).

**Within the Apodaca Park surrounding area, three of the four U.S. Census blocks exhibit median incomes below the Las Cruces median** and **many of the households surrounding the park earn incomes under $20,000 dollars per year.** Moreover, 5 of the 19 affordable housing complexes in the City are located within a Census Block group that bisects the Apodaca Park planning area.

**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**
***Project Narrative***

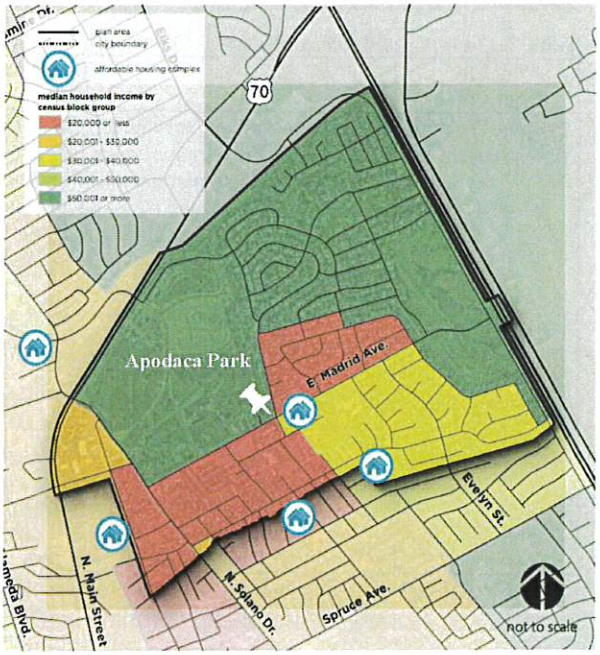
**Anticipated economic benefit**. As a result of this grant award, the City will see economic outcomes from the design and construction of the project. Local firms will be solicited to bid for the opportunity to complete demolition, hazardous material abatement, and site preparation. Local construction firms will also be encouraged to bid on the renovations, and construction and replacement of equipment and trails. It is anticipated that demolition, design, and construction work will employ an estimated 20 – 25 full time workers. Long term, Parks and Recreation will see an increase in employment to support the increased park use and therefore need for maintenance. Please note the City Procurement Code leverages local preferences processes when bidding contracts.

Economically, the area will provide support to rolling vendors such as food trucks, and the adjacent commercial enterprises (e.g. convenience stores and restaurants). Specifically, there is a strip mall and an assisted living center across from Apodaca Park, as well as large retail centers along North Main Street to the north and many independent businesses located on Madrid Avenue to the south.

Property values in this area will adjust as park improvements enhance the overall neighborhood and quality of life. The Las Cruces Country Club property which closed in 2011, immediately adjacent to Apodaca Park to the north and west, is planned and under development for location of a hospital. To the east, the City owns property which is conceptually designated as open space and trails with native vegetation and limited commercial development to additionally enhance the area for residents.

By increasing the "curb appeal" and recreational value of Apodaca Park, the City is supporting the regional economic development efforts of the Economic Development Department and of the regional Mesilla Valley Economic Development Authority. In addition to economic benefits,

**Figure II.** *Surrounding area of Apodaca Park by income*




**Source:** *2011 – 2015 American Community Survey (U.S. Census), Mesilla Valley Public Housing Authority, Tierra Del Sol Housing*



PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

outdoor recreation yields several positive individual and community health impacts, including improved physical fitness, increased confidence and creativity, and reduced stress and anxiety.

*4. Project Engagement and Participation*

Community engagement activities key to this project included leveraging outcomes of the Apodaca Blueprint planning process. These included: (1) creation of a project website to provide more transparency and ease in attaining information; (2) online surveys for community residents to participate; and, (3) social media blasts to advertise opportunities for participation; as well as other approaches used to gather community input from a variety of stakeholder groups.

The Apodaca Blueprint planning team, comprised of Halff Consultancy and City departments Community Development, Public Works and Economic Development, met with public officials and various stakeholder groups representing Planning Area providers (City staff, Las Cruces Public Schools etc.), community groups, real estate interests, as well as other concerned citizens. This was followed by public outreach via a project website, surveys and public meetings. This eight-month process culminated with Las Cruces City Council approval of the Apodaca Blueprint on July 23, 2018.

**Table I.** *Overview of Apodaca Blueprint Community Engagement*

| Tool for Engagement | Description |
|---|---|
| **Project Website** *9,743 visitors* | 1. Launched on November 8, 2017 for public viewing and remained up during the duration of the planning process.<br>2. Multifaceted platform used to inform the general public by hosting all project related news, documents, providing opportunities for public input, and highlighting the project timeline.<br>3. Used as a portal to collect responses from community members on proposed concept plans.<br>4. An online mapping tool showcased the concepts and received geographically referenced and site-specific comments. |
| **Surveys** | 1. Two online surveys<br>a. The first survey asked participants questions about neighborhood conditions and changes or additions to the Planning Area (*Open November 27, 2017 to January 15, 2018),* 244 individuals participated.<br>b. The second survey focused on changes to the planning area's built environment (*open February 5, 2018 to March 13, 2018*), 167 individuals participated. |
| **Public Meetings** | The City conducted a focus area design workshop, public open house, and two public walking tours with 235 participants. |

The City Parks and Recreation Department held workshops with the City's Youth Leadership Board and participants in the Summer Recreation Programs for feedback on what they would like to see in Apodaca Park. The Youth Leadership Board is comprised of 16 youth in grades 6th through 12th, that were selected after a competitive application process to inform City decision-

making. One workshop was held in July 2018 and another in August 2018. These vignettes obtained youth input on the design of the project, access to park recreation facilities, and youth recreational priorities. Consensus from these vignettes were that youth wanted the aquatic playground and mixed-use areas for families with children for increased interaction. There was also a desire to see designated spaces for younger and older children.

### *5. Innovation and Transformative Attributes*

The project focuses on revitalizing an impoverished community through increased accessibility to state-of-the art exercise equipment and a design layout to promote community cohesion. To the extent possible, outdoor exercise equipment stations will be located along the length of the multi-use trail. This will encourage and allow trail users to incorporate stretching and strength training exercises into their aerobic exercise routine. Residents and park users will have more options for accessing the park, adjacent neighborhoods, and other segments of the city trail system when the multi-use trail is constructed.

Water conservation efforts will benefit the park and City residents by saving a precious resource, while xeriscape planting and additional tree planting will also act as a buffer between the multi-use trail and street. This provides the ability to advance other complementary and intrinsic benefits.

**Image III.** *City Youth Leadership Board Presentation on Apodaca renovations*



The transformation of a defunct swimming pool into a useful and energetic aquatic playground will bring new life and vitality to Apodaca Park. It opens up the currently unused space to dynamic activity and use by all area residents, even those who cannot swim and provides essential cooling effects for those individuals that may not have reliable or affordable cooling in their homes. Many of the homes in the low and moderate neighborhoods of the City have been found to either not have adequate cooling equipment or the habitants cannot afford to use the air conditioning. In review of heat map studies from Arizona State University, renovation of this park will address the extreme heat temperatures in surrounding neighborhoods given the level of impervious surfaces. Neighborhood temperatures have been recorded as high as 109 degrees during June 2018, while the Apodaca Park and its current design have recorded lower numbers of 96 degrees. To integrate an aquatic playground and shaded area will provide even lower temperatures along this corridor.

Also, the water from the aquatic playground could be percolated back into groundwater or reused for subsurface or above ground irrigation in Apodaca Park if allowable by the New Mexico Environment Department through a storage system. If possible, the City would design and build a water reuse system into it.

*6. Project Alignment with SCORP and other applicable plans*

The NM SCORP (Viva New Mexico) identifies five (5) priorities: Community Livability; Trails; Health; Economic Vitality, and Environmental Health. This project addresses four (4) of these priorities directly. As described, the project also supports the four themes of the larger City Plan4LasCruces that provides a vision of what the City should be and acts as a guide for local municipal decision-makers for capital improvements and development in the city.

The goal for Community Livability is to address local needs, expand access to, and reduce barriers to outdoor recreation and trails. The NM SCORP recommends public involvement throughout the planning process. For this project, constructing an aquatic playground is addressing a popular opinion of Las Cruces residents that want an additional aquatic playground. The research for the NM SCORP demonstrated that many areas in the State need more playgrounds for children. The research also states that outdoor recreational satisfaction is lower among the youth age groups throughout the state than any other age group. This project addresses both areas of research by providing an additional playground for children and helping to raise the outdoor recreation satisfaction of the youth age groups. This project also helps address Objective 1.3 which states: "Provide lower cost, close to home, and accessible activities that are socially equitable and inclusive – targeting senior citizens, youth, low income and underserved populations." by providing a unique, no charge recreational space, in close proximity to several underserved neighborhoods.

The second priority for the NM SCORP is Trails which has a goal to develop trail networks throughout the state that facilitate recreation, transportation, and health. Research by the NM SCORP indicates that trails are "clearly the most popular recreational activity." This project includes a construction of a trail around parts of the perimeter of Apodaca Park. By building this trail, this project is providing a way of introducing people to outdoor recreational activities in a healthy manner. This project directly impacts Objective 2.2 which states: "Increase the rate of trail construction and support trail maintenance training and techniques." by constructing a previously planned local trail. This project also meets the criteria for Objective 2.3 which states "Improve local non-motorized transportation connectivity to parks and other community destinations by creating safe neighborhood access routes" by providing a safe trail that will link Madrid Avenue to the future development of the Apodaca Blueprint with a safe trail through Apodaca Park.

The third priority for the NM SCORP is Health which has a goal to promote health, wellness, and physical activity to improve health outcomes and assure safety net services for all people of New Mexico. This project promotes good physical health and well being by providing a location for all residents to be active and exercise. This project also helps to address mental health issues that are related to outdoor recreation. The NM SCORP has referenced Nature Deficit Disorder and all of the related health outcomes as a priority with a focus on youth. Since Nature Deficit Disorder relates to children not spending as much time outdoors and the corresponding adverse side effects, this project will provide an outdoor recreational area that will promote healthy lifestyle through activities, but also provide socializers who want to spend time with friends and family and not feel alone a space to do so. This project has helped attain Objective 3.1 which states "Increase the use of outdoor recreational resources and physical activity levels by

engaging youth." since several different youth groups were consulted and involved during the planning process. The project also clearly addresses Objective 3.2 which states "Get people walking and playing" by simply providing a walking trail for residents to walk and providing an aquatic playground for residents to play.

The fourth and final priority that this project addresses from NM SCORP is Economic Vitality which has a goal to enhance economic vitality through promoting recreation and tourism. This project once completed will bring a large number of residents in Las Cruces to an area that has multiple local businesses. Since this project will produce a recreation facility that is not abundant to the area, it will bring in tourism to the area surrounding Apodaca Park from visitors throughout Southern New Mexico. This fact addresses Objective 4.2 which states: "link tourism with recreational opportunities". Another main goal of this project directly meets the criteria for Objective 4.5 which states "Promote quality places for residents, which then attract employers and retirees". This project looks to make the area surrounding Apodaca Park more attractive to residents and visitors through the construction of these several innovative and new recreational features. Incidentally, once complete these recreational features will attract residents and retirees to move to either live or patronize the area.

The NM SCORP states two key findings for the Southwest Region of the state where Las Cruces is located. These findings include: (1) residents suppress activities due to lack of facilities, and they are most likely to say current facilities and amenities do not meet their needs, and (2) residents express the lowest level of satisfaction with general recreation opportunities for youth.

This project intends to address both those issues by providing facilities which are open and available to users of all ages, abilities, and activity levels. This project will remove a completely unused facility (the swimming pool) and put in its place a new, contemporary, and active facility, an aquatic playground. The aquatic playground will be especially attractive to children and youth and will be available to all users regardless of swimming skill level.

The multi-use trail incorporated into this project will also bring previously reluctant recreators to Apodaca Park. The shady, green, and lush environment of the park will be attractive to users of the park and they will now have an easy and accessible route on which to participate in the most popular form of exercise, walking. The trail will also be useable by bicyclists and skaters, opening up the opportunities for exercise and outdoor recreation to even more residents. Exercise stations located along the multi-use trail will create even more opportunities for residents to participate in outdoor recreation.

The needs of youth will especially be met with this project by providing multiple, varied, and proximate types of spaces and recreation opportunities. The connectivity provided by the multi-use trail for the park and adjacent neighborhoods allows for youth to access the park by bicycle and by walking. Spaces will be provided for active play and exercise and for just hanging out. Picnic shelters, benches, and open turfgrass areas will provide easy and convenient spaces for youth and families to gather.

**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**
*Project Narrative*

*7. Project Readiness*

As described, conceptual planning was completed through the Apodaca Blueprint process, ensuring alignment with the SCORP process and other City and state-level priorities. The current use/disposition of the property is a community park.

The project is ready to begin design work and Parks and Recreation are prepared to contract through "on-call landscape design services" price agreements or through the request for proposals process in coordination with the City Purchasing section.

As illustrated in Figure I. Project Timeline, the project will begin in October 2018 upon receipt of the notice of award, progressing over three years through three key phases: (1) Administration (three months), (2) Demolition (five months) and; (3) Design (11 months) and Construction (12 months). The newly renovated Apodaca Park will be open to the public in September 2020. Key milestones for this project include completion of public meetings in November 2018, 100% design development in August 2019, securing a construction contractor in September 2019, and warranty start in August 2020.

*8. Applicant and Partner Capacity*

The title of the property is held by the City and is managed by Parks and Recreation. Funding resources available include, the PIF. PIF are a fee imposed on developers who construct multi-family and single-family dwellings. The Fee is $2,600.00 per dwelling. Once the fees are collected, the funds are held and used solely for new levels of park service. Typically, PIF are used to build new parks city wide. However, for this project it will be used for the City's match to upgrade the services at Apodaca Park. The City has extensive experience in similar projects as identified in Table II. The has also participated in 28 LWCF projects in City-owned parks since 1968 with the most recent being in 1988 for a total of over $2.5 million in project costs.

**Las Cruces Legacy: Creating an Active Community Space at Apodaca Park**
***Project Narrative***

**Table II.** *Completed Projects*

| Project | Term | Description |
|---|---|---|
| Laabs Pool | 2008/ 2009 | Demolished the Laabs Swimming Pool and bath house and filled in the site. The design of the Laabs Pool was identical to that currently existing at Apodaca Park. In 2009/2010, a replacement Laabs Swimming Pool was designed and built. |
| East Mesa Bataan Memorial Pool | 2009 | The City designed and built a new swimming pool at a new site serving the East Mesa area of Las Cruces. The swimming pool features a zero-depth entry area, a curvy slide, and two lap-swim lanes. |
| Metro Verde Splash Pad | 2014/ 2016 | In 2014 - 2016 the City worked with a private subdivision developer to design and build a community park including the City's first aquatic playground. The City developed standardized safety rules for use, scheduling standards, and maintenance and operation processes for the splash pad. Since 2016, the City Parks and Recreation Department has operated and maintained it. The City P&R Department coordinates with the NM Environment Department to properly inspect and maintain the license to manage the splash pad. |
| Plaza de Las Cruces Interactive Water Fountain | 2017 | Since May 2017, the City Parks and Recreation Department has operated and maintained an interactive water fountain at the Plaza de Las Cruces in downtown Las Cruces. The Plaza and the water fountain were constructed by a private developer and then turned over to the City for maintenance and operation. As with the Metro Verde Splash Pad, the City Parks and Recreation Department developed standardized safety rules for use, scheduling standards, and maintenance and operation processes for the interactive water feature. |
| Twin Parks | 2011 and 2013 | The City planned, designed, and constructed an almost mile-long multi-use trail in the medians along Engler Rd between Mesa Grande and Jornada. The trail serves the adjacent neighborhoods with an asphalt paved trail, native plant landscape and irrigation system, benches, signage, and outdoor exercise equipment. |

**Other Attachment File(s)**

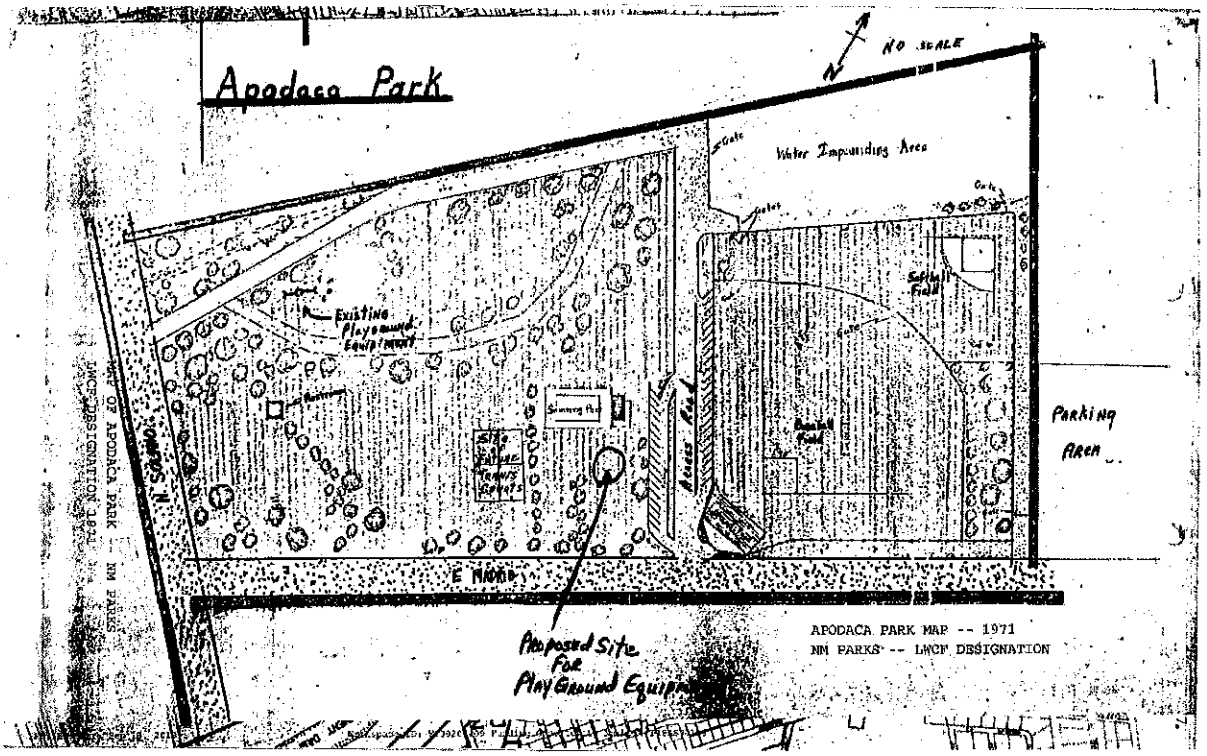
*** Mandatory Other Attachment Filename:** Apodaca Park 6F3 Map LWCF.pdf

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

SHARE No. 23-521-0500-0074
City of Las Cruces



**RESOLUTION NO. 19-033**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO SUBMIT A GRANT APPLICATION AND APPROVE A CASH MATCH COMMITMENT FOR THE GRANT AWARD FOR THE FOLLOWING: PROJECT NAME: LAND & WATER CONSERVATION FUND – OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP); GRANTING AGENCY: U.S. DEPARTMENT OF INTERIOR, NATIONAL PARKS SERVICE (NPS); APPLICATION DUE DATE: AUGUST 31, 2018; APPLICATION SUBMITTED BY: NEW MEXICO STATE PARKS; GRANT REQUEST: $750,000.00; CASH MATCH REQUIRED: $757,765.00; TOTAL REQUEST AMOUNT $1,507,765.00.**

The City Council is informed that:

**WHEREAS,** the City has recently approved the Apodaca Blueprint to redevelop the Apodaca area, including Apodaca Park; and

**WHEREAS,** the City has the opportunity to apply a grant through the US Department of the Interior's NPS ORLP through the New Mexico State Parks Department's Land and Water Conservation Fund program to provide improvements to Apodaca Park; and

**WHEREAS,** the grant opportunity for the federal fiscal year 2018 (FFY2018) will be $750,000.00 with a required cash match of 1:1, or up to $757,765.00, for an estimated total project cost of $1,507,765.00; and

**WHEREAS,** the improvements to Apodaca Park, should the grant be awarded, will include removal of the non-functional existing pool house and pool; the addition of an aquatic playground, restroom facility, picnic area with shade and tables, a playground, and a trail system throughout the Park; as well as landscaping, irrigation, site furnishings, and signage; and

**WHEREAS,** the City's required cash match will be provided through the Parks Impact Fees fund; and

**NOW, THEREFORE**, Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the City hereby approves the submission of the grant application for the FFY2018 NPS ORLP grant program through NM Parks to improve Apodaca Park in the amount $750,000.00.

**(II)**

**THAT** the City approves the cash match for the grant application in the amount of up to $757,765.00 from the Parks Impact Fees fund, as shown in the Proposed Source of Matching Funds Summary in Exhibit "A", attached hereto and made a part of this Resolution.

**(V)**

**THAT** the City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE AND APPROVED** this 20 day of August, 20 18.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:
Mayor Miyagishima: Aye
Councillor Gandara: Aye
Councillor Smith: Aye
Councillor Vasquez: Aye
Councillor Eakman: Aye

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

Councillor Sorg: Nay
Councillor Flores: Aye

Moved by Sorg

Seconded by Vasquez

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

PROPOSED SOURCE OF MATCHING FUNDS

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO SUBMIT A GRANT APPLICATION; AND APPROVE A CASH MATCH COMMITMENT FOR THE GRANT AWARD FOR THE FOLLOWING: PROJECT NAME: LAND & WATER CONSERVATION FUND - OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP); GRANTING AGENCY: U.S. DEPARTMENT OF INTERIOR, NATIONAL PARKS SERVICE (NPS); GRANT APPLICATION DUE DATE: AUGUST 31, 2018; APPLICATION SUBMITTED BY: NEW MEXICO STATE PARKS; GRANT REQUEST: $750,000.00; CASH MATCH REQUIRED: $757,765.00; TOTAL REQUEST AMOUNT $1,507,765.00.

| Fund | Org | Object | Project | Object Name | Increase $ | Decrease $ |
|---|---|---|---|---|---|---|
| 4106 | 45205002 | 805000 | *XXXXX | PARK | 757,765 | |
| 4100 | 45205001 | 599100 | *XXXXX | FEDERAL GRANTS | 750,000 | |
| 4100 | 45205001 | 805000 | *XXXXX | PARK | 750,000. | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Totals | $2,257,765 | $0 |

** Project number to be determined*

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

SHARE No. 23-521-0500-0074
City of Las Cruces

# City of Las Cruces®
PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 11 Ordinance/Resolution# 19-033

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of August 20, 2018 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

**TITLE:** **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO SUBMIT A GRANT APPLICATION AND APPROVE A CASH MATCH COMMITMENT FOR THE GRANT AWARD FOR THE FOLLOWING: PROJECT NAME: LAND & WATER CONSERVATION FUND – OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP); GRANTING AGENCY: U.S. DEPARTMENT OF INTERIOR, NATIONAL PARKS SERVICE (NPS); APPLICATION DUE DATE: AUGUST 31, 2018; APPLICATION SUBMITTED BY: NEW MEXICO STATE PARKS; GRANT REQUEST: $750,000.00; CASH MATCH REQUIRED: $757,765.00; TOTAL REQUEST AMOUNT $1,507,765.00.**

**PURPOSE(S) OF ACTION:**

To approve grant application and cash match.

| COUNCIL DISTRICT: ALL | | |
|---|---|---|
| **Drafter/Staff Contact:** Amy Johnson Bassford | **Department/Section:** Budget Office/Grants | **Phone:** 575-541-2428 |
| **City Manager Signature:** | | |

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The City relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. As per the Grant Policy approved by City Council on May 4, 2018; the Council will be presented with a Resolution to approve cash match requests for grant applications in excess of $250,000.00 prior to the grant application being submitted.

Recently, the City Council adopted the Apodaca Blueprint approving the redevelopment of the Apodaca area including better utilization of Apodaca Park. The NPS, through the US Department of the Interior, has released its grant opportunity for federal fiscal year 2018 (FFY2018) for the Land and Water Conservation Fund for ORLP projects. The application is submitted through the New Mexico State Parks department and is due to the State by the end of August 2018.

The estimated total project amount will be $1,507,765.00. Of that, $750,000.00 will be requested in grant funds through this opportunity. The required 1:1 match will be up to $757,765.00 and will

(Continue on additional sheets as required)

Rev. 02/2012

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

be provided through the Park Impact Fees fund. The grant awards are anticipated to be provided in the City's FY2020. The City has previously committed the Apodaca Park property to the Land & Water Conservation Fund in perpetuity, as required for previous awards of this grant. The project will remove the non-functional existing pool house and pool; add an aquatic playground, restroom facility, picnic areas with shade and tables, a playground, and a trail system throughout the Park; as well as landscaping, irrigation, site furnishings, and signage.

The request for City Council is to: 1) authorize submission of grant application, and 2) approve the cash match request of up to $757,765.00 for this grant application as shown on the Fund Summary for the City's FY2020, Exhibit "A". Once the grant is awarded, the City Council will be presented with a budget adjustment to accept the award and budget the cash match in the appropriate fiscal year – anticipated in FY2020.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Proposed Source of Matching Funds Summary

**SOURCE OF FUNDING:**

| | | | |
|---|---|---|---|
| **Is this action already budgeted?** | | | |
| | Yes | ☐ | See fund summary below |
| | No | ☒ | If No, then check one below: |
| | *Budget Adjustment Attached* | ☐ | Expense reallocated from: ____ |
| | | ☐ | Proposed funding is from a new revenue source (i.e. grant; see details below) |
| | | ☒ | Proposed funding is from fund balance in the _Park Impact Fees Fund. |
| **Does this action create any revenue?** N/A | | | |
| | Yes | ☐ | Funds will be deposited into this fund: _____ in the amount of $_____for FY____. |
| | No | ☐ | There is no new revenue generated by this action. |

**BUDGET NARRATIVE**

Should the grant from NPS for the rehabilitation and implementation of new services at Apodaca Park, the City Council will approve a budget adjustment to utilize Park Impact Fees funds for the match expected to be $757,765.00; and increase the grant fund 2100 for the amount of the grant award, expected to be $750,000.00.

(Continue on additional sheets as required)

Rev. 02/2012

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

**FUND EXPENDITURE SUMMARY:**

| Fund Name(s) | Account Number(s) | Expenditure Proposed | Available Budgeted Funds in Current FY | Remaining Funds | Purpose for Remaining Funds |
|---|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A | N/A |

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution to approve the grant submittal and the requested cash match in order for the City to submit an application for the grant opportunity.
2. Vote "No"; this will not approve the Resolution to allow for the grant submittal and the cash match to submit the grant application and the City would not apply for the grant.
3. Vote to "Amend"; will delay the process of applying for the grant opportunity.
4. Vote to "Table"; this will delay the process of applying for the grant opportunity.

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

(Continue on additional sheets as required)

Rev. 02/2012

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

SHARE No. 23-521-0500-0074
City of Las Cruces

City of Las Cruces®
PEOPLE HELPING PEOPLE

## COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

**For Meeting of** _____ (Ordinance First Reading Date) **For Meeting of** **August 20, 2018** (Adoption Date)

**TITLE:** **A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO SUBMIT A GRANT APPLICATION AND APPROVE A CASH MATCH COMMITMENT FOR THE GRANT AWARD FOR THE FOLLOWING: PROJECT NAME: LAND & WATER CONSERVATION FUND – OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP); GRANTING AGENCY: U.S. DEPARTMENT OF INTERIOR, NATIONAL PARKS SERVICE (NPS); APPLICATION DUE DATE: AUGUST 31, 2018; APPLICATION SUBMITTED BY: NEW MEXICO STATE PARKS; GRANT REQUEST: $750,000.00; CASH MATCH REQUIRED: $757,765.00; TOTAL REQUEST AMOUNT $1,507,765.00.**

**Purchasing Manager's Request to Contract (PMRC) {Required?}** Yes ☐ No ☒

| DEPARTMENT | SIGNATURE | PHONE NO. | DATE |
|---|---|---|---|
| Drafter/Staff Contact | Tina Bassford | 541-2281 | 7-9-18 |
| Department Director | Deann DeMonche | 2107 | 7/17/18 |
| Budget | Deann DeMonche | 2107 | 7/17/18 |
| Assistant City Manager /William F. Studer, Jr. | | 2504 | 7-26-18 |
| Assistant City Manager/David P. Dollahon | David Dollahon | 2078 | 7/26/2018 |
| City Attorney | | 2010 | 7/30/18 |
| City Clerk | | 2115 | 8/7/18 |

Rev. 5/2017

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

SHARE No. 23-521-0500-0074
City of Las Cruces

City of Las Cruces

August 21, 2018

Ms. Elisabeth Fondriest
Recreation Grants Team Lead
National Park Service
1849 C Street NW (RM-1353)
Washington, DC 20240

Re: FY 2018 U.S. Department of the Interior, National Park Service, 2018 Land and Water Conservation Fund (LCWF) Outdoor Recreation Legacy Program (ORLP)

Ms. Fondriest:

This letter shall serve as our letter of commitment to document the non-federal match requirement. Below is the requested description of the funds that will be used to satisfy the match requirement.

Through this letter, the City of Las Cruces is committing that it is able to meet the match requirement, as described below:

- Source: Cash
- Nature: Committed for proposed project period via City Council Action as voted and recorded at Regular City Council Meeting on August 20, 2018, resolution attached as reference.
- Match Amount: $750,000

Thank you in advance for your continued consideration.

Sincerely,

Stuart C. Ed
City Manager

SHARE No. 23-521-0500-0074
City of Las Cruces

State of New Mexico
Energy, Minerals and Natural Resources Department

**Susana Martinez**
Governor

**Ken McQueen**
Cabinet Secretary

**Matthias Sayer**
Deputy Cabinet Secretary

**Christy Tafoya, Division Director**
State Parks Division

August 29, 2018

Ms. Catherine Burr Mathews
Landscape Architect/Parks & Recreation Planner
City of Las Cruces
P.O. Box 20000
Las Cruces, NM 88004

Dear Ms. Mathews:

I would like to express my full support for the City of Las Cruces' application for funding for the Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program (NOFO #P18AS00153). The proposed project meets many of the objectives outlined in the most recent New Mexico SCORP, Viva New Mexico Strategic Plan 2016-2020, specifically:

1. Objective 1.3 – Provide lower cost, closer to home, and accessible outdoor recreation activities that are socially equitable and inclusive.
2. Objective 2.3 – Improve local non-motorized transportation connectivity to parks and other community destinations by creating safe neighborhood access routes.
3. Objective 3.2 – Get people walking and playing.
4. Objective 4.5 – Promote quality places for residents, which then attract employers and retirees.

The proposed project involves the renovation of an existing, aging park that was originally funded with Land and Water Conservation Funds. The park is in an underserved neighborhood that is targeted for increased economic development. Improving the facilities in the park will significantly contribute to the economic vitality of the community and to public health. It will significantly increase the use of the facility with the inclusion of new and innovative elements for outdoor recreation.

The current grant solicitation was widely publicized throughout New Mexico, and a number of eligible communities initially indicated they were interested in applying for the grant in 2018. I indicated that I was willing to help all those who were interested. Ultimately, the City of Las Cruces was the only community that was prepared to submit an application that met the requirements of the Notice of Funding Opportunity. The State Parks Division of the Energy, Minerals and Natural Resources Department stands ready to work with the City of Las Cruces to undertake their proposed project should the application for funding be successful.

Sincerely,

Judy Kowalski, State Liaison Officer for New Mexico

1220 South St. Francis Drive • Santa Fe, New Mexico 87505
Phone (505) 476-3355 • Fax (505) 476-3361 • www.nmparks.com

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

SHARE No. 23-521-0500-0074
City of Las Cruces

August 22, 2018

Ms. Elisabeth Fondriest
Recreation Grants Team Lead
National Park Service
1849 C Street NW (RM-1353)
Washington, DC 20240

Re: Letter of Support - FY 2018 U.S. Department of the Interior, National Park Service, 2018 Land and Water Conservation Fund (LCWF) Outdoor Recreation Legacy Program (ORLP)

Dear Ms. Fondriest:

This letter is to state my full support for the proposed City of Las Cruces renovation of the Apodaca Park. As a business owner within the community, I understand the importance of quality of life and how it can impact our economic outcomes. I own Paleteria La Reyna Michoacana, a homemade style Mexican ice cream, snacks, and drinks, as well as party supplies and Mexican candies adjacent to the Apodaca Park. We offer bilingual service in Spanish and English to better serve our community and clients. Knowing that development of the area is on the horizon is exciting as it will benefit the quality of life of the residents in our community, specifically those in nearby areas to the park. This also represents an opportunity for locally owned business in this neighborhood, including the increase of foot traffic.

I have been active in supporting in economic development work with the City of Las Cruces and I was an active planning member and sponsor for a commercial mission of business women from our neighboring border state of Chihuahua, Mexico. More than 40 business women from both Chihuahua and Las Cruces gathered for two full-day sessions to explore opportunities for expansion of their businesses, markets, and manufacturing on both sides of the border. The visit included the component of deal making between the visitors and Las Cruces businesses. I was proud to support the Economic Development Department, alongside other entities such as the Offices of U.S. Senators Tom Udall and Martin Heinrich, the Small Business Development Center at Doña Ana Community College, in Las Cruces. With these same partners, we are working on bringing other initiatives targeting the Spanish speaking business community in our region.

The City's strategic approach to their efforts to further develop and improve their over 100+ parks is directly tied to their vision of quality of life as a key component to economic development opportunities and benefits to our residents.

Thank you in advance for review of this application. Shall you have any questions, I am available by phone at 575-524-7888.

Sincerely,

Sylvia Terrazas
Founder and CEO
La Reyna Michoacana

*LAND AND WATER CONSERVATION FUND PARK SITES*
*CITY OF LAS CRUCES -- PLANNING DISTRICT VII -- DONA ANA COUNTY*

| Number | Name | Date Approved | Amount | Scope & Location |
|---|---|---|---|---|
| 35-00166 | Apodaca Park | 05-06-71 * | $31,500.00 | Sprinkler System |
| 35-00200 | Apodaca Park Renovation | 11/24/71 * | $68,735.00 | Renovation of park. New Lighting, baseball, seating, parking |
| 35-00466 | Las Cruces Playgrounds 1976 | 04/29/76 * | $10,657.00 | Apodaca Park - Playground equipment, benches, trash containers, E. Madrid & N. Solano. |

* As required by LWCF Program compliance for funding eligibility, all LWCF sites must be maintained as a viable recreation in perpetuity for public use.

PREVIEW Date: Sep 12, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

SHARE No. 23-521-0500-0074
City of Las Cruces

State of New Mexico
Energy, Minerals and Natural Resources Department

**Susana Martinez**
Governor

**Ken McQueen**
Cabinet Secretary

**Matthias Sayer**
Deputy Cabinet Secretary

**Christy Tafoya, Division Director**
State Parks Division

August 29, 2018

Ms. Catherine Burr Mathews
Landscape Architect/Parks & Recreation Planner
City of Las Cruces
P.O. Box 20000
Las Cruces, NM 88004

Dear Ms. Mathews:

I would like to express my full support for the City of Las Cruces' application for funding for the Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program (NOFO #P18AS00153). The proposed project meets many of the objectives outlined in the most recent New Mexico SCORP, Viva New Mexico Strategic Plan 2016-2020, specifically:

1. Objective 1.3 – Provide lower cost, closer to home, and accessible outdoor recreation activities that are socially equitable and inclusive.
2. Objective 2.3 – Improve local non-motorized transportation connectivity to parks and other community destinations by creating safe neighborhood access routes.
3. Objective 3.2 – Get people walking and playing.
4. Objective 4.5 – Promote quality places for residents, which then attract employers and retirees.

The proposed project involves the renovation of an existing, aging park that was originally funded with Land and Water Conservation Funds. The park is in an underserved neighborhood that is targeted for increased economic development. Improving the facilities in the park will significantly contribute to the economic vitality of the community and to public health. It will significantly increase the use of the facility with the inclusion of new and innovative elements for outdoor recreation.

The current grant solicitation was widely publicized throughout New Mexico, and a number of eligible communities initially indicated they were interested in applying for the grant in 2018. I indicated that I was willing to help all those who were interested. Ultimately, the City of Las Cruces was the only community that was prepared to submit an application that met the requirements of the Notice of Funding Opportunity. The State Parks Division of the Energy, Minerals and Natural Resources Department stands ready to work with the City of Las Cruces to undertake their proposed project should the application for funding be successful.

Sincerely,

Judy Kowalski, State Liaison Officer for New Mexico

1220 South St. Francis Drive • Santa Fe, New Mexico 87505
Phone (505) 476-3355 • Fax (505) 476-3361 • www.nmparks.com

PREVIEW Date: Sep 13, 2018 Workspace ID: WS00205409 Funding Opportunity Number: P18AS00153

Attachment B
LWCF Federal Financial Assistance Manual
Federal Financial Assistance Manual, Vol. 71

## CHAPTER 8 - POST-COMPLETION AND STEWARDSHIP

### A. Purpose

Pursuant to the LWCF Act at 54 U.S.C. § 200301 et seq., 36 C.F.R. Part 59, and 2 C.F.R. § 200.316, this chapter contains the requirements for maintaining LWCF assisted sites and facilities in public outdoor recreation use following project completion and to assure that LWCF- assisted areas remain accessible to the general public including non-residents of assisted jurisdictions. These post-completion responsibilities apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these requirements rests with the State for both State and locally sponsored projects (36 C.F.R. § 59.1). The responsibilities cited herein are applicable to the area depicted or otherwise described on the LWCF boundary map and/or as described in other project documentation approved by the NPS (36 C.F.R. § 59.1).

### B. Operation and Maintenance

Property acquired or developed with LWCF assistance shall be operated and maintained as follows:

1. The property shall be maintained so as to appear attractive and inviting to the public.

2. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.

3. Any outdoor recreation facilities should comply with all State and Federal legislation (e.g., 42 U.S.C. § 6901 et. seq. and the National Institute for Occupational Safety and Health (NIOSH) as required and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

4. Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.

5. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.

6. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

7. A posted LWCF acknowledgement sign shall remain displayed at the project site pursuant to Chapter 7.

**C. Post-Completion Inspections and Reporting**

1. Purpose. In accordance with 2 C.F.R. § 200.330 and the FAIR, in order to determine whether properties acquired or developed with LWCF assistance are being retained and used for outdoor recreation purposes in accordance with the project agreement and other applicable program requirements, a State post-completion inspection is to be made within five years after final billing and at least once every five years thereafter.

   The following points should be taken into consideration during the inspection of properties that have been developed for public use:

   a. Retention and use. Is the LWCF boundary area intact and the property being used for outdoor recreation purposes including those intended through the projects funded with LWCF assistance?

   b. Appearance. Is the property attractive and inviting to the public?

   c. Maintenance. Is upkeep and repair of structures and improvements adequate? Is there evidence of poor workmanship or use of inferior quality materials or construction? Is vandalism a problem? Is the area being maintained?

   d. Management. Does staffing and servicing of facilities appear adequate?

   e. Availability. Is there evidence of discrimination (including based on residence, see Section D below)? Is the property readily accessible and open to the public during reasonable hours and times of the year?

   f. Signing. Is the area properly signed to allow for user information and safety, and proper acknowledgement of the federal Land and Water Conservation Fund?

   g. Interim use. Where lands have been acquired but not yet developed, the inspection should determine whether the interim uses of the property are in accordance with agreements with the NPS.

2. Reporting. The real property reporting requirements enacted in the FAIR (2 C.F.R. § 1400.329(d)) has resulted in different standards for assisted areas that ever benefitted from an LWCF acquisition or combination grant vs. areas that have received development grants only. (It may simplify matters for States to follow the same process for all assisted areas.) For sites that received acquisition or combination grants, States are required to submit a status report to the NPS every 5 years, regardless of whether

there are issues with the park. The SF-429 (cover page and Attachment A) are to be used. Within 90 days of completion of the on-site inspection, the State shall submit to NPS the SF-429 and a copy of the post- completion on-site inspection report. The inspection report should include the date of inspection, description of the findings, and if applicable, a summary report of issues found and corrective actions taken or to be taken. Reports should note the condition of assisted facilities, particularly those that are at or near the end of their useful life and may need a

declaration of obsolescence if rehabilitation is not possible. The report should include certification by the SLO that such obsolescence is not a result of neglect or inadequate maintenance on the part of the project sponsor (see Section M).

Submitting an SF-429 and on-site inspection report for a park site that received development grants only remains optional except the State must forward the reports if a post-completion compliance problem such as park closure or non-recreation or private use occurring within the LWCF boundary area is discovered, for NPS review and action.
Copies of all reports must be retained in the State files. The State shall report to the NPS the project numbers of all sites inspected and the dates of inspection on an annual basis.

3. Applicability. The provisions of this section apply to the LWCF-assisted area encompassing the area or facility assisted by the LWCF, regardless of the extent of LWCF assistance in that area or facility. That is, in cases where assistance is provided only for an acquisition, the entire park or recreational area involved, including developments on the lands so acquired, are subject to the provisions of this section. Where development assistance is given, the lands of the park or recreation area identified on the LWCF boundary area map are subject to this section.

4. State responsibility. Responsibility for enforcement of the provisions of this section rests with the State. The NPS will inspect LWCF assisted areas and facilities from time to time, but it shall conduct such visits in concert or through consultation with the State agency or SLO.

5. Costs. The costs of making post-completion inspections by the State are allowable overhead charges for LWCF assistance and are allowable costs covered by the indirect cost rate.

6. NPS inspections. Properties acquired or developed with LWCF assistance shall be available for inspection by the NPS Director or other NPS representatives.

**D. Availability to Users**

1. Discrimination on the basis of race, color, national origin, religion, or sex. Pursuant to Title VI of the 1964 Civil Rights Act, property acquired or developed with LWCF assistance shall be open to entry and use by all persons regardless of race, color, or national origin, who are otherwise eligible. Title 43, Part 17 (43 C.F.R. Part 17),

effectuates the provisions of Title VI. The prohibitions imposed by Title VI apply to park or recreation areas benefiting from federal assistance and to any other recreation areas administered by the State agency or local agency receiving the assistance. Discrimination is also prohibited on the basis of religion or sex.

2. Discrimination on the basis of residence. The Prohibition of Discrimination section of the LWCF Act (54 U.S.C. § 200305(i)) provides that, with respect to property acquired and/or developed with LWCF assistance, discrimination on the basis of residence, including preferential reservation, membership or annual permit systems is prohibited except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence. This prohibition applies to both regularly scheduled and special events (36 C.F.R. § 59.4(a)).

   Fees charged to nonresidents cannot exceed twice the amount charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, nonresident fees cannot exceed fees charged for residents at comparable State or local public facilities.
   Reservation, membership, or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Recipients are prohibited from providing residents the option of purchasing annual or daily permits while at the same time restricting nonresidents to the purchase of annual permits only (36 C.F.R. § 59.4(c)).

   These provisions apply to whole recreation area within the LWCF boundary area. Nonresident fishing and hunting license fees are excluded from these requirements (36
   C.F.R. § 59.4(c)).

3. Discrimination on the basis of disability. Section 504 of the Rehabilitation Act of 1973 requires no qualified person shall, on the basis of disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance. The Americans with Disabilities Act of 1990 (Public Law 100-336) simply references and reinforces these requirements for federally assisted programs.

4. Reasonable use limitations. Project sponsors may impose reasonable limits on the type and extent of use of areas and facilities acquired and/or developed with Fund assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the numbers of person using an area or facility or the type of users, such as "hunters only" or "hikers only." All limitations shall be in accordance with the applicable grant agreement and amendments.

## E. Leasing and Concession Operations Within an LWCF Boundary Area

A project sponsor may provide for the operation of a LWCF boundary area by leasing the area/facility to a private organization or individual or by entering into a concession agreement with an operator to provide a public outdoor recreation opportunity at the Fund-assisted site.

As the principal grantee, the State is ultimately accountable for assuring compliance with the applicable federal requirements, and, therefore, the delegation or transfer of certain responsibilities to subrecipients or lessees does not relieve the State of its compliance burden. As the grant recipient, the State has agreed to provide suitable replacement property should the public use of the leased or concessioned area/facility be restricted or the outdoor recreation resource be compromised.

All lease documents and concession agreements for the operation of LWCF-assisted sites by private organizations or individuals must address the following:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.

2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the LWCF Act and implementing regulations (36 C.F.R. Part 59. As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private.

3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities.

4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

## F. Conversions of Use

Property acquired or developed with LWCF assistance shall be retained and used for public outdoor recreation. Any property so acquired and/or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of NPS pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) and conversion requirements outlined in regulations (36 C.F.R. § 59.3). The conversion provisions of the LWCF Act, regulations, and these guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the program in the assisted area or facility and consistent with the contractual agreement between NPS and the State.

Responsibility for compliance and enforcement of these provisions rests with the State for both State and locally sponsored projects (36 C.F.R. § 59.1). The responsibilities cited herein are applicable to the area depicted or otherwise described on the LWCF boundary area map and/or as described in other project documentation approved by the DOI. This mutually agreed to area normally exceeds that actually receiving LWCF assistance so as to assure the protection of a viable recreation area.

Local sponsors must consult early with the State LWCF manager when a conversion is under consideration or has been discovered. States must consult with their NPS-LWCF manager as early as possible in the conversion process for guidance and to sort out and discuss details of the conversion proposal to avoid mid-course corrections and unnecessary delays. A critical first step is for the State and NPS to agree on the size of the LWCF-assisted area (or LWCF-assisted property) impacted by any non-recreation, non-public use, especially prior to any appraisal activity. Any previous LWCF project agreements and actions must be identified and understood to determine the actual LWCF boundary area.

If the NPS is alerted or otherwise becomes aware of an ongoing conversion activity that has not been approved, NPS shall request the SLO to advise the project sponsor of the necessary prerequisites for approval of a conversion. If the conversion activity continues, NPS shall formally notify the State it must take appropriate action to preclude the project sponsor from proceeding further with the conversion, use, and occupancy of the area pending NPS independent review and decision of a formal conversion proposal (see Section 10 below).

The NPS has the authority to disapprove conversion requests and/or to reject proposed property substitutions if it is not in accordance with the provisions of the LWCF Act. This approval should not be considered a right of the project sponsor. The Regional Offices will coordinate closely with the Washington Office on any conversions that may be precedent setting and/or from which litigation is likely.

1. Situations that trigger a conversion include:

    a. Property interests are conveyed for private use or non-public outdoor recreation uses.

    b. Non-outdoor recreation uses (public or private) are made of the project area or a portion thereof, including those occurring on pre-existing rights-of-way and easements, or by a lessor.

    c. Unallowable indoor facilities are developed within the project area without NPS concurrence, such as unauthorized public facilities and sheltering of an outdoor facility.

    d. Public outdoor recreation use of property acquired or developed with LWCF assistance is terminated.

2. Situations that may not trigger a conversion if NPS determines that certain criteria are

met include:

a. Underground utility easements that do not impact the recreational use of the park and is restored to its original surface condition (see Section G below).

b. Proposals to construct public facilities, such as recreation centers and indoor pool buildings, within an LWCF boundary area where it can be shown there is a gain or increased benefit to the public outdoor recreational opportunity. These proposals must be reviewed by the NPS as a "public facility request" (see Section I below). The State should consult with the NPS early in the formative stages of developing proposals to construct indoor facilities within an LWCF boundary area (see Section I below).

c. Proposals for "temporary non-conforming uses," that is temporary non-recreation activities of less than a six-month duration within an LWCF boundary area, must be reviewed by the NPS (see Section K below).

d. Proposals to build sheltered facilities or to shelter existing facilities within an LWCF boundary area provided they do not change the overall public outdoor recreation characteristics and otherwise meet the sheltering criteria in Chapter 3. The NPS review and concurrence of such proposals will not trigger a conversion (see Section L below).

e. Proposals for changing the overall outdoor recreation use of an LWCF-assisted area from that intended in the original LWCF project agreement. These proposals must be reviewed by the NPS (see Section M below).

3. Prerequisites to the NPS consideration of conversions. Formal requests from the project sponsor for permission to convert LWCF assisted areas in whole or in part to other than public outdoor recreation uses must be submitted by the SLO to NPS in writing and conform to the prerequisites set forth in 36 C.F.R. § 59.3(b).

States shall consult with NPS when conversions are proposed or discovered and prior to making the formal request to NPS. States shall use the C&S Form to prepare its conversion proposal (see Chapter 4). The following prerequisites that must be met before NPS will consider the formal conversion request:

a. All practical alternatives to the conversion have been evaluated and rejected on a sound basis.

b. The fair market value of the property to be converted or lost has been established and the property proposed for substitution or new replacement recreation area is of at least equal fair market value as established by a State approved appraisal (prepared in accordance with the UASFLA (see Chapter 4), excluding the value of structures or facilities that will not directly enhance its outdoor recreation utility.

c. The property proposed for replacement is of reasonably equivalent usefulness and

location as that being converted. Depending on the situation, and at the discretion of the NPS, the replacement property need not provide identical recreation experiences or be located at the same site, provided it is in a reasonably equivalent location. Generally, the replacement property should be administered by the same political jurisdiction as the converted property. NPS will consider State requests to change the project sponsor for any replacement property when it is determined a different political jurisdiction can meet the criteria for replacement properties. Equivalent usefulness and location will be determined based on the following criteria:

(1) Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the facilities which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs that are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as the replacement property.

Wetland areas and interests therein shall be considered to be of reasonably equivalent usefulness as compared to the recreational usefulness of the property proposed for conversion if they have been identified in the wetlands provisions of the SCORP in accordance with 54 U.S.C. § 200305(f)(3) of the LWCF Act and conversion requirements (36 C.F.R. § 59.3).

(2) Replacement property need not necessarily be directly adjacent to or close by the converted site. This policy provides the administrative flexibility to determine location recognizing that the property should meet existing public outdoor recreation needs. While generally this will involve the selection of a site serving the same community(ies) or area as the converted site, there may be exceptions. For example, if property being converted is in an area undergoing major demographic change and the area has no existing or anticipated future need for outdoor recreation, then the project sponsor should seek to locate the substitute area in another location within the jurisdiction. Should a local project sponsor be unable to replace converted property, the State would be responsible, as the primary recipient of federal assistance, for assuring compliance with these requirements and for the substitution of replacement property.

(3) The acquisition of one parcel of land may be used in satisfaction of several approved conversions (see Section 6 below) and vice versa.

d. The property proposed for replacement meets the eligibility requirements for LWCF assisted acquisitions (see Chapter 3). The replacement property must constitute or be part of a viable recreation area. Viability and recreational usefulness is dependent upon the proposed outdoor recreation development plan and timetable for the development of the replacement parks. If full development of the replacement site(s) will be delayed beyond three years from the date of conversion approval, the conversion proposal shall explain why this is necessary (see Chapter 3.B.7).

For proposed replacement property with a history of contamination, proposals must address the nature of the contamination, how the contaminated area has been or will be remediated, how the area will be developed into a safe, public outdoor recreation area, and how provisions will be put in place to monitor the new replacement recreation area to ensure public health and safety in perpetuity. Certain contaminated areas may not meet the equal or greater recreational usefulness prerequisite for replacement land.
Early coordination with NPS for conversion proposals involving contaminated replacement land, even if remediated, is required (see 3.4 below).

Unless each of the following additional conditions (also see Chapter 3) is met, land currently owned by another public agency may not be used as replacement land for land acquired as part of an LWCF project:

(1) The replacement land was not originally acquired by the sponsor or selling agency for recreation.

(2) The replacement land has not been previously dedicated or managed for recreational purposes while in public ownership.

(3) No federal assistance was provided in the replacement land's original acquisition unless the assistance was provided under a program expressly authorized to match or supplement LWCF assistance.

(4) Where the project sponsor acquires replacement land from another public agency, the selling agency must be required by law to receive payment for the land so acquired (see Chapter 3.A.9).

An exception may be made to this condition only in the case of development projects for which the project sponsor's match was not derived from the cost of the purchase or value of a donation of the land to be converted, but from the value of the development itself. In this case, public land that has not been previously dedicated or managed for recreation/conservation use may be used as replacement land even if this land is currently owned by the project sponsor or is transferred from one public agency to another without cost.

e. In the case of LWCF-assisted areas that are partially rather than wholly converted, the impact of the converted portion on the remaining area shall be considered. If such a conversion is approved, the unconverted area must remain recreationally viable or be part of the conversion footprint.

f. All necessary coordination with other federal agencies has been satisfactorily accomplished including, for example, compliance with Section 4(f) of the Department of Transportation Act of 1966.

g. The guidelines for environmental review under NEPA have been satisfactorily

completed and considered by NPS during its review of the proposed LWCF conversion action. In cases where the proposed conversion arises from another federal action, NPS final review of the State's proposal shall not occur until the NPS is assured all environmental review requirements for the other federal action have been met, e.g., Army Corps of Engineer permits.

The purpose and scope of the environmental review process must analyze not only the significant impacts to the LWCF-assisted area that will be lost, but also the development of the new replacement recreation area. The scope of the environmental review should not include impacts of the action precipitating the conversion on resources beyond the LWCF boundary area, such as impacts of a new housing development or a school on a neighborhood.

The environmental analysis must be conducted in a neutral and factual manner and result in statements that reflect this same neutrality so the interested and affected public can focus on and understand the details of the proposed federal action of an LWCF-assisted area being lost and providing the new replacement recreation area according to 36 C.F.R. § 59.3. The environmental analysis documents should not include statements that promote or justify the action precipitating the conversion, such as proclaiming that the lost LWCF-assisted area is the best location for a new fire station.

For detailed guidance on NEPA and how to conduct environmental reviews for LWCF conversions, consult Chapter 4 of this manual, and the NPS.

h. Adherence to State intergovernmental review procedures as appropriate (see Chapter 4).

i. The proposed conversion and substitution are in accordance with the SCORP.

4. State preparation of conversion proposal for NPS review: To avoid any unnecessary delays, duplication of effort, and mid-course corrections, the States shall consult with NPS early when conversions are proposed or discovered to ensure:

   a. the extent of impact from the conversion activity on the LWCF boundary area is mutually agreed upon; and

   b. the acceptability of proposed new replacement recreation area has been explored prior to State/local sponsor expenditure of resources on appraisals and the required environmental review process to be undertaken in accordance with NEPA.

   The State shall coordinate the development of the conversion proposal including ensuring the project sponsor complies with applicable federal, State and local laws, regulations and permit requirements. As the proposal is developed, the State may enlist the assistance of NPS to provide technical guidance as needed, especially for complex and controversial conversions. A State's submission of a formal conversion request to

NPS is a State's endorsement of the conversion. If a State does not concur or endorse the conversion, then the proposal should not be forwarded to NPS for formal review and decision.

5. NPS review of the State conversion proposal. NPS will conduct an independent review of the proposal using the conversion prerequisites and any other critical factors that may have arisen during proposal development. If the State has adequately addressed the prerequisites, and NPS finds no other reason to deny the request, the NPS administrative record will be documented as such and an amendment will be signed approving the conversion.

6. Banking excess fair market value of replacement land for future conversions. The acquisition of one parcel of replacement land may be used in satisfaction of several approved conversions.

   Excess fair market value (FMV) of a replacement property can be "banked" for a period not to exceed five years from the date of the initial conversion amendment. During this time period, the same project sponsor may process another conversion where the new replacement property satisfies the equal usefulness criterion but falls short of the equal fair market value requirement, so the banked FMV is used to make up the difference.

   The initial replacement property with the excess fair market value may not be used to satisfy the equal usefulness criterion for subsequent conversions unless additional conversions are anticipated by the sponsor at the time of the original conversion request and the accompanying documentation clearly addresses how the replacement property would satisfy the equal usefulness criteria for the original conversion as well as those that are anticipated.

7. Conversions on leased land. Should a conversion occur on leased land during the term of the lease, the State must comply with the conversion requirements of LWCF (54 U.S.C.§ 200305(f)(3)) including the provision of replacement land. In this instance, the conversion of the original lease can be replaced with a leasehold interest for a period of time that is not less than the time remaining on the original lease, and, which fulfills the recreation commitment agreed to in the original lease agreement.

   For existing projects that involve leases, the responsibility for retaining the property in recreation terminates at the end of the lease period unless the grant agreement calls for some other arrangement. Lease agreements containing a renewal clause that can be exercised by the lessee must be reviewed to ensure that LWCF compliance will continue throughout the duration of the next lease period.

8. Conversion proposal documentation. A conversion requires an amendment to the original project agreement. Therefore, the amendment should be submitted concurrently with the formal conversion request or at such time as all details of the conversion have been worked out with NPS (36 C.F.R. § 59.3(c)).

The formal conversion proposal submission to NPS must include the following items:

a. A recommendation letter briefly describing the conversion proposal and requesting NPS review and approval

b. Standard Form 424 for amendments (see Chapter 7)

c. C&S Form including the environmental resources survey, and an EA document analyzing the entire conversion proposal (the lost LWCF-assisted area, the remaining LWCF-assisted area for partial conversions, and the new replacement recreation area in one document).

d. LWCF project amendment form identifying changes to the original LWCF boundary area caused by the conversion and to establish a new LWCF boundary around the new replacement recreation area(s)

e. Signed and dated LWCF boundary area map for any remaining LWCF-assisted area resulting from a partial conversion, and for the new replacement recreation area(s) Description and Notification Form (DNF)

Once the conversion has been approved by NPS, replacement property should be immediately acquired and developed according to the replacement proposal timetable. If development will be delayed beyond three years from the date of NPS conversion approval, then a request for delayed development beyond three years with a justification for the delay must be made to NPS (See Chapter 3.B.7.c).

9. Small conversions. Small conversions are partial conversions in which no more than ten percent (10%) of the whole LWCF-assisted area will be removed from having to comply with LWCF recreation area provisions. Whether a conversion can qualify for the policy should be established during the early consultation stage with the NPS and prior to developing the small conversion proposal.

To qualify, the replacement property must be contiguous with the current site, or another existing park or recreation area, and otherwise meets the eligibility requirements for an acquisition grant (as outlined in Chapter 3.B. of the Manual). The existing park does not need to be currently administered as part of the LWCF recreation estate, but it will become subject to LWCF recreation area provisions going forward just as it would in the case of an acquisition grant as an expansion of an existing park. The replacement property must be made available to the public per the conversion regulations at 36 C.F.R. § 59.3.

In addition, small conversions must qualify as a categorical exclusion under the NEPA. Small conversions by definition do not have the potential for significant environmental impacts to recreation resources; however, NPS requires documentation from the State to demonstrate that there are no significant environmental impacts on:

- The recreation resources being removed from the LWCF recreation area;
- The viability of the remaining land still subject to LWCF recreation area provisions and its surrounding environment; or
- The new replacement parkland.

Because small conversion proposals are less complex, NPS review and decision can be facilitated when:

a. Minor or no environmental impacts would occur on resources being removed from the LWCF-assisted area, on the remaining LWCF-assisted area, and on the contiguous new replacement recreation area that will become subject to the provisions of LWCF per the environmental resources survey. This includes consideration of impacts to historic resources per the NHPA Section 106 process. The entire conversion proposal is categorically excluded from further environmental review under NEPA (see Chapter 4).

b. The proposed conversion is not controversial.

The State's proposal must include:

a. Transmittal letter describing the entire small conversion proposal.

b. Standard Form 424

c. C&S Form with the portion for conversions completed indicating that a categorical exclusion is justified.

d. LWCF project amendment form.

e. Description and Notification Form

f. Revised LWCF boundary area map indicating the deletion of the small converted area and the addition of the replacement property.

10. Discovering unauthorized conversions. When it is discovered that an LWCF-assisted area has been converted without NPS approval, a conversion proposal must be submitted to and reviewed by the NPS for approval. The NPS shall notify the State it is in violation of the grant contract, program regulations, and law, and an immediate resolution of the unapproved conversion must be expedited. The project sponsor shall be put on notice by the State it is ineligible for future grants until satisfactory steps have been taken towards resolution as determined by NPS. The federal action and undertaking will review the remaining actions required to meet the conditions of the Act (54 U.S.C. § 200305(f)(3)) and requirements of the conversion regulations (36 C.F.R. § 59.3). Typically, this entails review of the replacement property and development of recreation equivalency for public outdoor recreation.

Resolution of the conversion will require State and NPS review of the conversion

proposal as previously set forth in Section F.4 above including the provision of suitable replacement property.

If the sponsor has already provided replacement property without NPS approval, the eligibility of the replacement land must meet the same LWCF requirements as if it had not yet been acquired. It is incumbent upon the State to make the case that the replacement land fully meets these requirements.

Failure by the State to take steps to follow this procedure shall be considered cause for NPS to apply penalty options described in Section N below.

**G.** Conversions with delayed replacement. Exceptions to the immediate replacement requirement (see Section 8 above) will be allowed only when it is not possible for replacement property to be identified prior to the State's request for the conversion. The State must provide an express commitment to satisfy LWCF substitution requirements within a specified period, normally not to exceed one year following conversion approval for the LWCF-assisted area to be lost (36 C.F.R. § 59.3(c)). Such proposals are not routine and must include sufficient evidence to justify why such a delay is necessary. The commitment for delayed replacement will be in the form of an amendment to the grant agreement.

**H.** Underground Utility Easements and Rights-of-Way

Originally, this policy was written to apply only to utilities serving the park or local needs, such as water for agricultural irrigation, or distribution of gas or electricity to the park or local homes and businesses in communities adjacent to the park. The narrow right of way needed meant the impacts to existing public outdoor recreation were typically not significant.

Currently, many of the proposed underground "utility" projects involve installation of what is actually transportation infrastructure, both in their purpose and regulation, to facilitate efficient movement of goods and services. Often the alignments for these underground utility projects extend for miles beyond the LWCF recreation area, cross multiple jurisdictions including state lines, require land owners to surrender or give up a property right through an executed legal instrument (easement), and maintain standardized rights of way widths of 50 to 200 feet instead of the 20 to 30 feet more typical of local utility lines. Many of these do not meet the policy.

The State may allow installation of underground utilities within an LWCF boundary area as long as the ground above the alignment can be and is restored to its pre-existing condition to ensure the continuation of public outdoor recreational use of the area within 12 months after the ground is disturbed. Unless there is a pre-existing easement, the legal arrangement providing the rights for the utility must be a license or other limited use agreement. Arrangements that require granting property rights such as an easement will constitute a conversion.

If the recreation use is not restored within the 12-month period, or the utility installation results in permanent above-ground changes, the NPS shall be consulted to determine if the

changes will trigger a conversion.

States are to consult with the NPS for all proposals involving the installation of any type of underground infrastructure (from fiber optic lines to pipelines) under LWCF-assisted areas throughout the State, where an entity is either:

1. exercising rights under a pre-existing easement or right-of-way to install new or expand capacity; or

2. requesting a new right-of-way where there is no pre-existing alignment.

If present or future outdoor recreation opportunities will be impacted in the easement area or in the remainder of the LWCF boundary area, a conversion will be triggered.

## I. Commercial Signage within LWCF Boundary Areas

Commercial signs are only allowable within LWCF boundary areas when the advertising is attached to allowable park structures such as benches, fencing, walls, and buildings and are not inconsistent with the park setting and/or the built environment in which it is located (e.g., athletic fields). Signs may face either outside or inside the park. Commercial advertising in the form of a stand-alone structure such as a billboard that creates a footprint in the park, or commercial signage permanently affixed to a natural feature within the LWCF-assisted area, is a conversion regardless of which direction it faces.

## J. Proposals to Construct Public Facilities

Public facility requests will only be concurred with if the public facility clearly enhances or benefits outdoor recreation use of the entire park, and the facility is compatible with and supportive of the outdoor recreation resources and opportunities of the LWCF-assisted area. The State shall use the C&S Form to document its public facility proposal using the following criteria and submit it along with a project amendment agreement and a recommendation for federal concurrence that a conversion is not triggered.

The NPS will consider requests to construct sponsor-funded public facilities when the following criteria have been met:

1. Uses of the facility will be compatible with and supportive of outdoor recreation at the rest of the site and recreation use remains the overall primary function of the site. The proposed public facility includes a recreation component and encourages the outdoor recreation use of the remaining LWCF boundary area.

2. All design and location alternatives have been adequately considered, documented, and rejected on a sound basis.

3. The proposed structure is compatible and significantly supportive of the outdoor recreation resources of the site, whether existing or planned. The park's outdoor recreation use must continue to be greater than that expected for any indoor uses, unless

the site is a single use facility, such as a swimming pool building, which virtually occupies the entire site.

Examples of uses which would not ordinarily be allowed include, but are not limited to, a community recreation center which takes up all or most of a small park site, clinics, police stations, restaurants catering primarily to the general public, fire stations, professional sports facilities or commercial resort or other facilities which: (1) are not accessible to the general public; or, (2) require memberships; or, (3) which, because of high user fees, have the effect of excluding elements of the public; or, (4) which include office, residential or elaborate lodging facilities.

Restaurant-type establishments with indoor dining/seating that cater primarily to the outdoor recreating public must be reviewed under this public facility policy. Other park food service operations such as snack bars, carry-out food service, and concession stands with outdoor dining including pavilions and protected patios are allowable without further NPS if the primary purpose is to serve the outdoor recreating public.

4. Potential and future benefits to the total park's outdoor recreation utility must be identified in the proposal. Any costs or detriments should be documented and a net recreation benefit must result.

5. The proposed facility must be under the control and tenure of the public agency that sponsors and administers the original park area.
6. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.

## K. Pre-existing Buildings within LWCF Boundary Areas

Buildings located within the LWCF boundary area that were constructed before the award of an LWCF grant and establishment of the LWCF boundary area can be important backdrops or anchors that hold special meaning for park visitors and local communities. Restoration and reuse of these pre-existing buildings may offer opportunities for attracting visitors to a public park area and for keeping them secure and maintained, all while conducting operations that support the LWCF outdoor recreation purpose of the site.

A necessary first step for pre-existing building proposals is to determine if the subject building is included within the LWCF boundary area, and if so, whether it was constructed before or after LWCF boundary area was first established. If the building was constructed after the boundary was established or has yet to be constructed, please refer instead to the Public Facilities policy, in Section I above.

Allowable uses of pre-existing buildings constructed before the LWCF boundary area establishment where NPS approval is not required include the following supporting uses:

1. Site administration, operation and maintenance;

2. Visitor information, park interpretation, education, and historic structure tours;
3. Park safety and security;
4. Resource protection and park related research;
5. Site visitor amenities including lodging (see details below) and dining (see details below); gift shops/park stores; and comfort facilities; and
6. Assembly for park/outdoor recreation related meetings and public programs (see details below.

If the SLO determines the proposed use of a pre-existing building will primarily support the outdoor recreation purpose(s) within the LWCF boundary area, NPS review is not required. The NPS should be consulted if any of the above indoor uses will primarily support or serve other non-LWCF-assisted areas at the same time, other non-LWCF assisted areas in the system (e.g., system-wide maintenance facilities), and/or the non-park using public.

Lodging, Dining, and Meeting facilities: LWCF-assisted areas consist of many types of visitor amenities, including accommodations for lodging, dining, and meetings as follows:

Overnight accommodations: These types of indoor overnight accommodations are allowable when the primary purpose is serving visitors of the LWCF-assisted area as the primary market and not the general non-park using public:

1. Cabins
2. Multi-bed hostels
3. Multi-unit lodge
4. Bed and breakfast operations; inns

Dining: These types of indoor dining accommodations are allowable when the primary purpose is serving visitors of the LWCF-assisted area as the primary market and not the general non-park using public:

1. Restaurant-type establishments
2. Snack bars
3. Carry-out food service
4. Concession stands

Meeting facilities: Types of allowable indoor meeting uses include activities, meetings, events, classes, and programs primarily for outdoor recreation and park-related purposes.

Improvements to Pre-existing Buildings: NPS review and approval is not needed for proposed improvements or changes to buildings accommodating the allowable uses described above, including related renovations and support facilities such as parking and storage, as long as the intended use of these improvements is continued support of the primary outdoor recreation purpose of the LWCF-assisted area. The State is responsible for ensuring this purpose is maintained, and that the building improvements and enhancements will not dominate the outdoor recreation use of the LWCF-assisted area, which could trigger a conversion pursuant to the LWCF Act. However, improvements that will increase the footprint of the pre-existing

building or supporting facilities will require review.

NPS review is required for uses of pre-existing buildings constructed before LWCF grant award if: the proposed building uses will primarily support and serve areas not within the LWCF boundary area, will support non-outdoor recreation purposes, and/or will support the non-park using public. For these uses, NPS review is required to determine if the use will trigger a conversion.

## L. Requests for Temporary Non-Conforming Uses within LWCF Boundary Areas

All requests for temporary uses for purposes that do not conform to the public outdoor recreation requirement must be submitted to and reviewed by the State. The State, in turn, will submit a formal request to NPS describing the temporary non-conforming use proposal.

Continued use beyond six-months will not be considered temporary, but will result in a conversion of use and will require the State/project sponsor to provide new replacement recreation area(s) pursuant to 54 U.S.C. § 200305(f)(3) of the LWCF Act.

1. Criteria. NPS will use the following criteria to evaluate each request:

   a. The size of the LWCF-assisted area affected by any temporary non-recreation use shall not result in a significant impact on public outdoor recreation use. This means that the site of the temporary activity should be sufficiently small to restrict its impacts on other areas of a LWCF-assisted area.

   b. A temporary use shall not result in permanent damage to the LWCF-assisted area, and appropriate measures will be taken to ensure the outdoor recreation area is restored for public recreation use and there are no residual impacts on the site once the temporary use is concluded.

   c. No practical alternatives to the proposed temporary use exist.

   d. The proposal has been adequately reviewed at the state level and has been recommended by the SLO.

2. Required proposal documentation. The State's formal proposal to NPS shall include:

   a. SLO recommendation

   b. C&S Form providing a complete description of the proposed temporary use, including

      (1) start and completion dates;

      (2) identification of the portion of the site affected, including a map showing the relationship of the temporary use site to the full area within the LWCF boundary area and a justification of why the area needed is the minimum necessary for the proposed use;

(3) an analysis of the alternatives to the proposed use that were considered;

(4) a description of both immediate impacts on the site as a result of the temporary use and any residual or long-term impacts on the site's environment or on recreation use;

(5) a description of any appropriate actions that will be taken to restore the site for public outdoor recreation use and a schedule for their implementation; and,

c. An acknowledgement by the SLO a full conversion will result if the temporary use has not ceased after the maximum six-month period allotted.

**M. Sheltering Facilities within LWCF-assisted Areas**

NPS approval is required to shelter an existing recreation facility located within an LWCF- assisted area. See Chapter 3.C.7 for further guidance.

**N. Obsolete Facilities**

Recipients are not required to continue operation of a particular recreation area or assisted facility beyond its useful life (36 C.F.R. § 59.3(d)). However, 54 U.S.C. § 200305(f)(3) of the LWCF Act and 36 C.F.R. § 59.1 of the regulations require project sponsors to continue to maintain the entire area within the LWCF boundary area in some form of public outdoor recreation use. The LWCF Act obligations cannot be discharged by declaring a facility obsolete. Notwithstanding neglect or inadequate maintenance on the part of the project sponsor, a recreation area or facility may be determined to be obsolete if:

1. reasonable maintenance and repairs are not sufficient to keep the recreation area or facility operating;

2. changing recreation needs dictate a change in the type of facilities provided;

3. park operating practices dictate a change in the type of facilities required; or,

4. the recreation area or facility is destroyed by fire, natural disaster, or vandalism.

States may determine a facility is obsolete and permit its use to be discontinued or allow a particular type of recreation use of the LWCF assisted area to be changed provided that the project record maintained by the State is documented by the sponsor with a justification statement for determining obsolescence and the State concurs in the change. However, NPS approval must be obtained prior to any change from one LWCF allowable use to another when the proposed use would significantly contravene the original plans for the area. See Section L below for further guidance.

If, in the judgment of the State, the facility is needed and was lost through neglect or inadequate maintenance, then replacement facilities must be provided at the current value of

the original investment.

LWCF assistance may be provided to renovate outdoor recreation facilities that have previously received LWCF assistance if the State determines the renovation is not required as a result of neglect or inadequate maintenance and the State documents the project record to that effect.

## O. Significant Change of Use

The LWCF Act requires project sponsors maintain the entire area defined in the project agreement in some form of public outdoor recreation use. NPS approval must be obtained prior to any change from one eligible use to another when the proposed use would significantly contravene the original plans or intent for the area as described in the original LWCF project(s). NPS approval is not, however, required for each and every facility use change. Uses within an LWCF-assisted area should be viewed in the context of overall use and should be monitored in this context. A change from a swimming pool with substantial recreational development to a less intense area of limited development such as a passive park, or vice versa, would, for example, require NPS review and approval (36 C.F.R. § 59.3(d)).

The State shall notify the NPS in writing of a proposal to significantly change the use of LWCF- assisted area in advance of this occurrence. The NPS will expedite a determination of whether a formal review and approval process will be required. A primary NPS consideration in the review will be the consistency of the proposal with the SCORP.

If the change in use proposal requires a formal review and approval by NPS, the State shall complete the C&S Form (see Chapter 4).

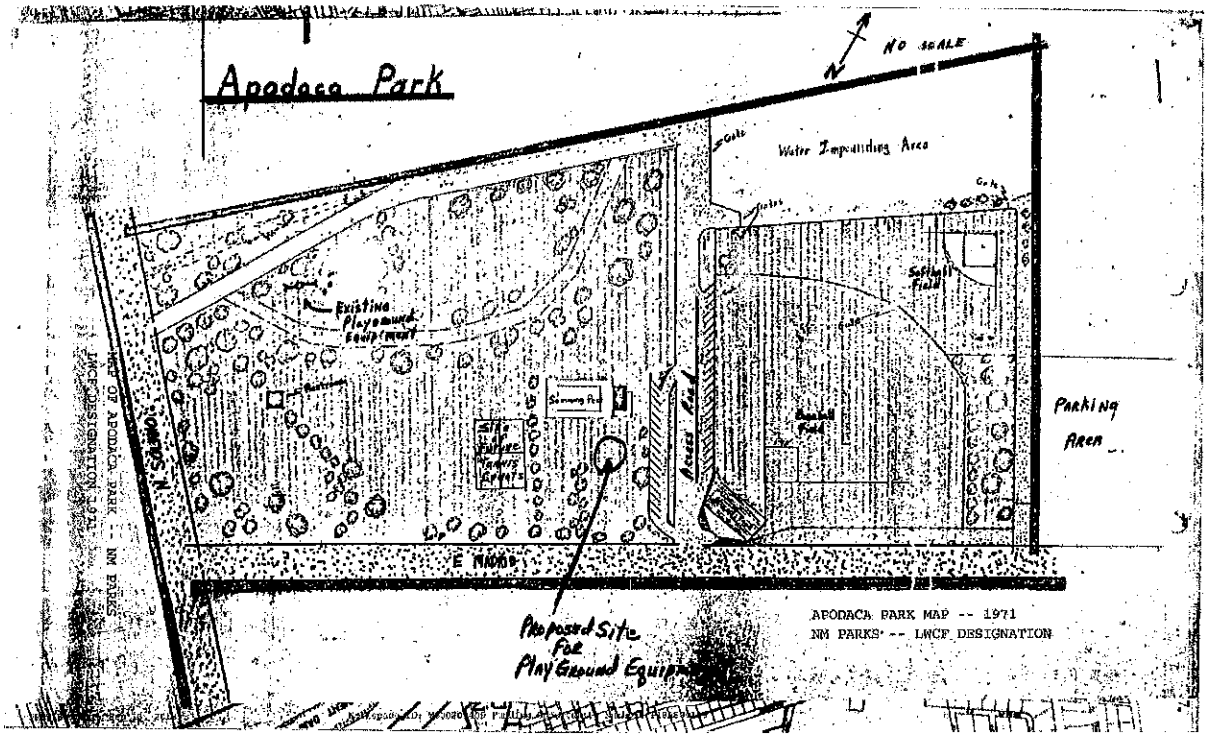
Changes to other than public outdoor recreation use constitute a conversion and will require NPS approval and the substitution of replacement land in accordance with the LWCF Act.

## P. Remedies for Failure to Comply with Federal Laws and Regulations

Pursuant to 2 C.F.R. § 200.339, when the NPS determines a State has violated or failed to comply with applicable federal law, regulations, and/or grant terms and conditions that govern the Program and the financial assistance awards issued under it, the NPS may impose additional conditions consistent with 2 C.F.R. § 200.208 on the State (and/or the State may impose them on the subrecipient). If the noncompliance cannot be remedied through these conditions, further actions may be taken as appropriate to the circumstances until compliance or correctional action has been accomplished. These actions include: temporarily withholding payment of federal funds to the State on account of such project, disallowing costs, suspending or terminating the award, initiating suspension or debarment proceedings, withholding funds for other projects of the State, withholding approval of further projects of the State, or taking other remedies that might be readily available.

SHARE No. 23-521-0500-0074
City of Las Cruces

Attachment C
LWCF 6(f)(3) Boundary Map



SHARE Amd. No. 23-521-0500-0074
City of Las Cruces

Amendment No. 1

**MEMORANDUM OF AGREEMENT**
**BETWEEN THE**
**STATE OF NEW MEXICO,**
**ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,**
**STATE PARKS DIVISION**
**AND**
**CITY OF LAS CRUCES**

**AMENDMENT NO. 1**

**THIS MEMORANDUM OF AGREEMENT AMENDMENT NO. 1** is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division and the City of Las Cruces (Entity).

**WHEREAS,** the parties have previously made an Agreement effective January 9, 2023, and

**WHEREAS,** Section 12 thereof provides the original Agreement shall not be amended except by written instrument executed by the parties, and

**WHEREAS,** the parties now agree it is in their mutual interest to amend their previously made Agreement.

**NOW, THEREFORE, THE PARTIES DO AGREE TO AMEND** their previous Agreement by this **AMENDMENT NO. 1** as follows:

1. The existing Section 1, Entity shall, Paragraph H, is deleted in its entirety and replaced with the following:

"H. complete the Project and submit the final billing by March 31, 2025;"

2. All other terms and conditions of the parties' original Agreement shall remain the same.

3. This **Amendment No. 1** becomes effective on EMNRD's signature.

**IN WITNESS WHEREOF,** the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**

By: _____ Date: 11/28/23
Cabinet Secretary or Designee

**CITY OF LAS CRUCES**

By: _____ Date: 11/28/2023
Authorized Representative

Ifo Pili, City Manager
Printed Name and Title

SHARE No. 23-521-0500-0074
City of Las Cruces

**MEMORANDUM OF AGREEMENT**
**BETWEEN THE**
**STATE OF NEW MEXICO,**
**ENERGY, MINERALS AND**
**NATURAL RESOURCES DEPARTMENT,**
**STATE PARKS DIVISION**
**AND**
**CITY OF LAS CRUCES**

**THIS MEMORANDUM OF AGREEMENT** (MOA) is made and entered into by the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division (Division) and the City of Las Cruces (Entity).

**WHEREAS,** the Division, pursuant to NMSA 1978, § Sections 16-1-1 *et seq.*, and the Federal Land and Water Conservation Fund (LWCF) Act of 1965 (P.L. 88-578), is responsible for administering the LWCF program for New Mexico; and

**WHEREAS,** EMNRD and Entity desire to enter into this Agreement for administrative efficiency so that the project detailed in the Application (Attachment A) can be carried out through a single program,

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE METHOD BY WHICH THIS PURPOSE SHALL BE ACCOMPLISHED IS AS FOLLOWS:**

1. Entity shall:

A. demolish and construct Outdoor Recreation Legacy Partnership (ORLP) City of Las Cruces, Apodaca Park as described in Attachment A, and in compliance with the regulations and policies implementing the LWCF Act and the U.S. Department of the Interior (DOI), National Park Service (NPS) LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended (available at http://www.emnrd.state.nm.us/SPD/Landandwater.html);

B. notify EMNRD in writing if Entity proposes to convert the land or facilities referenced in Paragraph 1.A. above to non-recreational uses, or in the event they become obsolete and are to be destroyed, prior to taking any action;

C. quiet claims against title and replace property found to have defective title with other properties if this occurs after project completion pursuant to the LWCF conversion provisions found in 36 C.F.R. 59;

D. ensure documentation that the property described in Section 1.A above, has been acquired or developed with LWCF assistance and cannot be converted to other than public outdoor recreation use without the written approval of the U.S. Secretary of the Interior, as well as the Section 6(f)3 boundary map (Attachment C), is

filed with the county clerk where the property is located, maintained as a permanent record in in Entity's property records and is available for public inspection;

E. install and maintain at least one sign acknowledging that the work involved under this Agreement was financed in part by the NPS under the provisions of the LWCF in partnership with the Division;

F. provide a match in the amount of seven hundred and fifty thousand dollars ($750,000.00) for this Project, as identified in Attachment A;

G. submit requests for reimbursement on at least a quarterly schedule along with brief written progress reports to the Division as described in Attachment B;

H. complete the Project and submit the final billing by December 31, 2023;

I. manage and maintain the ORLP City of Las Cruces, Apodaca Park in compliance with the regulations and policies implementing the LWCF Act and the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended;

J. keep the project area reasonably open, accessible, and safe for public use; and

K. maintain the project area, as defined by the agreed-to LWCF Act Section 6(f)(3) boundary map (Attachment C), in perpetuity as an outdoor recreation area and not convert or transfer the property without EMNRD's and NPS's prior written approval and without meeting the requirements outlined in Attachment B.

2. EMNRD shall:

A. conduct inspections or coordinate self-inspections of the Project, every five years, as required by the LWCF Act and report the results to the NPS;

B. ensure that Entity follows the standards and guidelines for the completed project as outlined in Attachment B.

3. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to Attachment A, and as specified below. This amount shall not exceed seven hundred and fifty thousand dollars ($750,000), including travel pursuant to Paragraph B, and New Mexico gross receipts taxes, pursuant to Paragraph C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below and in Attachment A:

| | |
|---|---|
| LWCF Funds: | $ 750,000.00 |
| Entity Match: | $ 750,000.00 |
| Total: | $1,500,000.00 |

EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

D. Entity must submit detailed invoices accounting for all services performed, and expenses incurred, and which document the source and type of match, on at least a quarterly schedule. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. Entity's allowable costs and cost principles shall be dictated by OMB Circular A-87. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term: This MOA becomes effective on EMNRD's signature. It shall be ongoing, unless with EMNRD's prior written approval, Entity transfers the Project to another entity, or in the event of transfer or conversion, if Entity provides a replacement property and the parties enter into a new agreement for the new location. Any transfer or conversion requires EMNRD to obtain NPS approval to be valid.

5. Termination: EMNRD may terminate this agreement for convenience or cause prior to the first payment being made. After the initial payment, the project may be terminated, modified, or amended by EMNRD only by mutual agreement of EMNRD and NPS.

6. Status of Entity: Entity and its agents and employees are independent contractors performing services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement,

insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity acknowledges that all sums received hereunder are reportable by the Entity for tax purposes, including without limitation, self-employment, and business income tax. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

B. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

C. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, § 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

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

10. Confidentiality: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

11. Conflict of Interest; Governmental Conduct Act: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto. EMNRD may consider, with NPS approval, amendments to add a cost overrun. Only those additional costs incurred within the project period will be considered for reimbursement.

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

14. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

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

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

17. Records and Audit:

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Entity has an office within the state; otherwise, Entity shall make such records available to EMNRD within 10 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA, the State Auditor, and NPS. Entity further agrees to include in all subcontracts hereunder the same right of

inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by NPS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives $750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Entities who do not meet the $750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entity shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

18. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

19. Procurement, Utilization, and Disposition of Property: Entity shall comply with NPS regulations regarding the disposition of property as specified in the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

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

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

22. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its address or facsimile number set forth below, or such other address or facsimile number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by facsimile, or by other telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

LWCF Program Coordinator
EMNRD, State Parks Division
1220 S. St. Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Entity:

Grants Manager
Amy Johnson Bassford
Office of Management & Budget/Financial Services
City of Las Cruces
P.O. Box 20000, Las Cruces, NM 88004
575-541-2281
abassford@lascruces.org

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

23. Authority: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that he or she has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

24. Acknowledgment: Entity shall acknowledge EMNRD and NPS as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the project.

25. Attorney's Fees and Costs: Entity agrees that if a court of competent jurisdiction finds Entity has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Entity reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

26. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement and as described in Attachment B.

B. Entity shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

C. Compliance with NMSA 1978, § 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

(1) including qualified MBEs/WBEs on solicitation lists;

(2) assuring that MBEs/WBEs are solicited once they are identified;

(3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;

(4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

(5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

(6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

E. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

(1) engage in severe forms of trafficking in persons during this Agreement's term;

(2) procure a commercial sex act during this Agreement's term; or

(3) use forced labor in the performance of this Agreement.

E. Entity shall not award subcontracts to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

F. If applicable, Entity must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. If the value of this Agreement exceeds $100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

H. If this Agreement is valued at more than $150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans); and EPA regulations.

I. Entity shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

J. Entity will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

K. Whistleblower Protection:

(1) If this Agreement is valued at more than $150,000, Entity shall inform its employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

(2) Entity shall insert the substance of this clause, including this paragraph in all subcontracts over $150,000.

L. Minimum Wages Under Executive Order 13658 (January 2015):

1. Definitions. As used in this clause:

"United States" means the 50 states and the District of Columbia.

"Worker":

a. means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. Part 541,

(iii) regardless of the contractual relationship alleged to exist between the individual and the employer.

b. includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c); and

c. also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

2. Executive Order Minimum Wage Rate:

a. Entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this Work Plan, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

b. Entity shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this Work Plan.

c. Entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(i) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph 2.b. Entities shall consider any subcontractor requests for such price adjustment.

(ii) EMNRD will not adjust the contract price under this clause for any costs other than those identified in paragraph 2.c., and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

d. Entity warrants that the prices in this Work Plan do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

e. A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this Work Plan establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

f. Entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. Entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. 10.23, Deductions.

h. Entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

i. Nothing in this clause shall excuse Entity from compliance with any applicable federal or state prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

j. Entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

k. Entity shall follow the policies and procedures in 29 C.F.R. 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

l. This clause applies to workers as defined in paragraph (a). As provided in that definition:

(i) workers are covered regardless of the contractual relationship alleged to exist between Entity or subcontractor and the worker;

(ii) workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

m. This clause does not apply to:

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the Work Plan, but who are not directly engaged in performing the specific work called for by the Work Plan, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such Work Plans;

(ii) individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and § 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:-

(a) learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a);

(b) students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b); and

(c) those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(l) and 29 C.F.R. Part 541).

n. Notice. Entity shall notify all workers performing work on, or in connection with, this Work Plan of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, Entity may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, Entity shall post notice, using the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Entity's that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. Payroll Records.

(i) Entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(a) name, address, and social security number;

(b) the worker's occupation(s) or classification(s);

(c) the rate or rates of wages paid;

(d) the number of daily and weekly hours worked by each worker;

(e) any deductions made; and

(f) total wages paid.

(ii) Entity shall make records pursuant to paragraph n. of this clause available for inspection and transcription by authorized representatives of the Administrator. Entity shall also make such records available upon request of EMNRD.

(iii) Entity shall make a copy of the Work Plan available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(iv) Failure to comply with this paragraph n. shall be a violation of 29 C.F.R. 10.26 and this Work Plan. Upon direction of the Administrator or upon EMNRD's own action, payment shall be withheld until such time as the noncompliance is corrected.

(v) Nothing in this clause limits or otherwise modifies Entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(vi) Access. Entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(vii) Withholding. EMNRD, upon its own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from Entity under this Work Plan or any other federally funded Work Plan or contract with the same Entity, sufficient to pay workers the full amount of wages required by this clause.

(viii) Disputes. Department of Labor has set forth in 29 C.F.R. 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 C.F.R. Part 10. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this Work Plan. These disputes include disputes between Entity (or any of its subcontractors) and EMNRD, the Department of Labor, or the workers or their representatives.

(ix) Anti-retaliation. Entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(x) Subcontractor compliance. Entity is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(xi) Subcontracts. Entity shall include the substance of this clause, including this paragraph K. in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

28. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in Attachment A, are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in Attachment A, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

C. Flood insurance as required by the Flood Disaster Protection Act of 1973 (P.L. 93-234) for insurable facilities located within special flood hazard areas for which the Federal Insurance Administration has issued a flood hazard boundary map or a flood insurance rate map.

[Signatures are on next page.]

SHARE No. 23-521-0500-0074
City of Las Cruces

IN WITNESS WHEREOF, the parties have herein set their hand.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**

By: _____ Date: 1/9/23
Cabinet Secretary or Designee

**CITY OF LAS CRUCES**

By: _____ Date: 12/27/22
Authorized Representative Signature

Ifo Pili, City Manager
Entity's Printed Name and Title

**24-097**

**Type of Action:**
☒ **Resolution**
☐ **Ordinance**
☐ **TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | Sara Gonzales | **Department:** | Economic Development |
| **Program:** | Land Management and Real Estate Services | **Line of Business:** | Land Management and Real Estate Services |

**Title:** **A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD FOR THE PURCHASE OF TWO PARCELS OF LAND TOTALING 21.15 ACRES LOCATED AT THE SOUTHEAST CORNER OF MOTEL BOULEVARD AND BRUINS LANE FOR THE PURCHASE PRICE OF ONE MILLION AND EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS ($1,815,000) AND CLOSING COSTS OF FOUR THOUSAND ($4,000) TOTALING ONE MILLION AND EIGHT HUNDRED NINETEEN THOUSAND DOLLARS ($1,819,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312 AND AMEND THE CITY'S ADOPTED FY2024 BUDGET.**

**TYPE OF ACTION:** ☒ **Administrative** ☐ **Legislative** ☐ **Quasi-Judicial**

## PURPOSE(S) OF ACTION:

To approve the purchase of real property by the City of Las Cruces.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This Resolution authorizes the City to purchase two (2) contiguous vacant parcels of land located at southeast corner of Motel Boulevard and Bruins Lane (the Property) from Lutheran Church Extension Fund-Missouri Synod. The property is legally described as Tract E, Legends West North, Phase 1 and Parcel A, Legends West North Parcel A Subdivision. The negotiated purchase is $1,815,000 plus closing costs of $4,000, totaling $1,819,000.

In accordance with City and State regulations, the property was appraised by two local appraisers in February and March 2023. One appraiser concluded a value of $1,430,000 while the other appraiser valued the property at $2,116,000. Summaries of both appraisals are shown on Attachment "A".

On July 1, 2019, City Council adopted the Parks and Recreation Master Plan to identify and encouraged a variety of neighborhood and community parks in key locations where trail systems and increased residential housing are established. The two parcels will be added to the adjacent City-owned drainage and park development on the south side. Some of the amenities to be constructed within the park include parking, turfgrass, picnic and gathering areas, trailhead amenities, playground equipment, drinking fountains, and shade trees. The parcels, once developed, will provide new Parks facilities, connectivity to the Mesilla Drain Trail, Outfall Channel Trail, and La Llorona Trail via crosswalks through and around the Legends West Subdivision, as shown on Attachment "B".

The closing for the sale of the Property shall occur on a mutually agreeable date after the adoption of the proposed resolution authorizing the City' s acquisition and completion of the City's due diligence. The proposed Resolution, if approved, will authorize the City Manager to sign the Purchase Agreement and any other required documents to purchase the property on the City's behalf.

**SUPPORT INFORMATION:**

Exhibit "A" - Real Estate Purchase Agreement
Exhibit "B" - Fund Summary 4106
Attachment "A" - Appraisal Summaries
Attachment "B" - Vicinity Map

**PLAN(S):**

City Council Strategic Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

**COMMITTEE/BOARD REVIEW:**

None

**DOES THIS AMEND THE BUDGET?:**

☒ Yes
☐ No

**BUDGET / FISCAL IMPACT:**

**BUDGETED AMOUNT:** 1,819,000 **AVAILABLE AMOUNT:** 0 **EXPENDITURE AMOUNT:** 1,819,000

**Funding Source(s):**

40145011-805000 Funds are proposed to come from the Park Impact Fee Fund 4106

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes
☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution and the property purchase at the two (2) contiguous vacant parcels on the southeast corner of Motel Boulevard and Bruins Lane for the amount of $1,815,000 plus closing costs of $4000, totaling $1,819,000 and amend the City's FY2024-25 budget.
2. Vote "No"; this will not approve the Resolution, nor the property purchase of the two (2) contiguous vacant parcels on the southeast corner of Motel Boulevard and Bruins Lane and the owner will retain ownership of the property.
3. Vote to "Amend"; this could modify the Resolution and would need further direction from Council to staff.
4. Vote to "Table"; this will postpone consideration of the Resolution and would need further direction from Council to staff.

# RESOLUTION 24-097

**A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD FOR THE PURCHASE OF TWO PARCELS OF LAND TOTALING 21.15 ACRES LOCATED AT THE SOUTHEAST CORNER OF MOTEL BOULEVARD AND BRUINS LANE FOR THE PURCHASE PRICE OF ONE MILLION AND EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS ($1,815,000) AND CLOSING COSTS OF FOUR THOUSAND ($4,000) TOTALING ONE MILLION AND EIGHT HUNDRED NINETEEN THOUSAND DOLLARS ($1,819,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312 AND AMEND THE CITY'S ADOPTED FY2024 BUDGET.**

The City Council is informed that:

**WHEREAS**, this Resolution authorizes the City to purchase two (2) contiguous parcels of land located at the southeast corner of Motel Boulevard and Bruins Lane (the Property) from Lutheran Church Extension Fund-Missouri Synod; and

**WHEREAS**, the property is legally described as Tract E, Legends West North, Phase 1 and Parcel A, Legends West North Parcel A Subdivision; and

**WHEREAS,** the negotiated purchase price is $1,815,000 plus closing costs of $4000; and

**WHEREAS,** the property was appraised by two local appraisers in February and March 2023; and

**WHEREAS,** one appraiser concluded a value of $1,430,000 while the other appraiser valued the property at $2,116,000 and summaries of both appraisals are shown on Attachment "A"; and

**WHEREAS,** on July 1, 2019, City Council adopted the Parks and Recreation Master Plan to identify and encourage development of community parks in key locations where trail systems and increased residential housing are established; and

**WHEREAS,** the closing for the sale of the Property shall occur on a mutually agreeable date after the adoption of the proposed resolution authorizing the City' s acquisition and completion of the City's due diligence; and

**WHEREAS,** the proposed Resolution, if approved, will authorize the City Manager to sign the Purchase Agreement and any other required documents to purchase the property on the City' s behalf.

**NOW, THEREFORE,** Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the agreement attached hereto as Exhibit "A", between the City of Las Cruces and Lutheran Church Extension Fund-Missouri Synod, is hereby approved and that the City Manager is authorized to execute the agreement and any other documents necessary to finalize the purchase on behalf of the City.

**(II)**

**THAT** the budget adjustment as indicated in Exhibit "B", attached hereto and made part of this Resolution, is hereby approved.

**(III)**

**THAT** City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

# REAL ESTATE PURCHASE AGREEMENT

**THIS REAL ESTATE PURCHASE AGREEMENT** is entered into on this _____ day of, _____, 2024, between the **City of Las Cruces**, a New Mexico municipal corporation ("City") whose address is ("700 N. Main, Las Cruces, NM 88001") and the **Lutheran Church Extension Fund-Missouri Synod**, a Missouri nonprofit corporation("Church").

## RECITALS

1. The Church is the owner of the real property and improvements thereon as more particularly described in Exhibit "A," attached hereto and incorporated herein (the "Property").

2. The Church desires to sell the Property to the City.

3. The City desires to purchase the Property for cash or certified funds.

NOW THEREFORE, for valuable consideration, the Church and City agree as follows:

## TERMS AND CONDITIONS

1) **Purchase Price.**

The purchase price for the Property shall be One million and eight hundred fifteen thousand dollars. ($1,815,000.00) cash or certified funds, payable as follows:

A. $47,500.00 as an earnest money deposit which the City shall deposit with Las Cruces Abstract & Title Co. upon signing this Agreement by the parties; and

B. $1,767,500.00 in cash or certified funds at Closing (defined below).

2) **Closing Date.**

The "Closing" for the sale of the Property shall occur on a mutually agreeable date at least fifteen (15) days but not more than forty-five (45) days after the adoption of the Resolution authorizing City's acquisition of the Property pursuant to the terms of this Agreement (the "Resolution") by the Las Cruces City Council (unless a referendum election is held pursuant to NMSA 1978, Section 3-54-1). The Resolution will be brought forth to the City Council for approval prior to the expiration of the Due Diligence Period. No closing can occur without the adoption of the Resolution authorizing the City's acquisition pursuant to Section 2-1313 of the Las Cruces Municipal Code. If such Resolution is not adopted for any reason by March 31, 2024, then either party may terminate the Agreement.

3) **Inspection Period.**

The "Inspection Period" shall commence on the date of the City's execution of this Agreement (the "Acceptance Date") and shall end ninety (90) days from the Acceptance Date. For purposes of this agreement, "Executed" shall be defined as the date the agreement is signed by the Las Cruces City Manager or authorized designee.

During the Inspection Period, the City shall review all of the information regarding the Property provided by the Church. In addition, during the Inspection Period, the City may perform such other inspections and review such other information as reasonably desired by it. Such inspection, unless otherwise specified in this Agreement, shall be at City's sole expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, and review of governmental approvals and permits related to the Property zoning, title, survey, service agreements, management contracts, leases, and financial information.

A. The City, at its sole expense, but with the Church's full cooperation, may elect to obtain Approvals prior to Closing, provided that no approvals or permits shall be recorded against the Property prior to Closing. The Church's cooperation in this regard shall include signing its consent as Property owner to applications for such Approvals and, governing authorities and/or utility service providers in connection with the City's efforts to procure any Approvals.

B. The Church will provide certain representations and warranties, including but not limited to the following:

1. Rights of Acquisition: The Church agrees to disclose to the City any existing right or option to acquire the Property or any portion thereof or any interest therein.

2. Environmental. The Church agrees to complete an owner disclosure form for the City to complete a Phase I Environmental Site Assessment as part of its due diligence. To the Church's actual knowledge with no duty of inquiry, there is no violation of any current laws or ongoing remediation of the Property. The City shall assume no liability for any hazardous conditions resulting from the prior use(s) of the Property.

3. Authority. The Church is authorized to enter into a Purchase Agreement and consummate closing on the sale of the Property and the execution of a Purchase Agreement is not a breach or violation of any agreement that is binding on the Church.

C. The City acknowledges that the Church is selling, and the City shall accept, the Property in an "AS-IS, WHERE-IS" condition without any representation or warranty whatsoever by the Church. The City acknowledges that it is a sophisticated real estate Buyer who shall have had, as of the Closing Date, open access to, and sufficient time to review, all information, documents, studies and test relating to the Property that the City elects to conduct. The City covenants and warrants to the Church that the City shall rely solely on the City's own due diligence investigation in determining to purchase the Property.

D. All parties agree that CBRE, Inc. is a licensed real estate broker in New Mexico and is the only broker involved in this transaction and will be paid by the Church under a separate agreement at closing.

E. The Church will provide the City with a title commitment (including exception documents) and current Form T-1 Owner's Policy of Title Insurance with deletion of the standard printed exceptions issued by Title Company and acceptable to the City. However, the Church shall not be required to cause any exceptions related to survey matters to be deleted in the event that the City elects not to procure a new survey. The Church will, at the Church's expense, cause the Title Company to deliver to the City a Commitment for Title Insurance, with copies of all exception documents referenced therein.

F. The Church will transfer property via Special Warranty Deed, conveying the Property to the City, in fee simple, which shall also state that it is "subject to all covenants, conditions, restrictions and easements of record". The Property shall be delivered free of any monetary liens and encumbrances other than taxes and assessments not yet due and payable.

4) **Costs, Fees, and Alternative Dispute Resolution.**

A. The City and the Church will pay their own closing costs based on what is standard in the market. Each party will pay its own attorney fees. The City will be responsible for the cost of any new survey it desires.

B. Applicable real property taxes shall be prorated through the date of Closing based on the latest tax information available to the Title Company. The City shall pay all special assessments, standby charges, prorated charges and other similar charges and/or assessments existing at the time of the Closing.

C. Prior to the institution of any litigation, however, the parties have the contractual duty to, in good faith, attempt to resolve any controversy hereunder at the least possible expense using alternative dispute resolution. Should alternative dispute resolution fail and litigation be brought, if either party is found by a court to have breached this Agreement, the other party may recover its costs, including reasonable attorney fees.

5) **Compliance with Code and Statutes.**

The City has complied or will comply with the requirements of the Las Cruces Municipal Code and New Mexico State statutes and has or will obtain the authority to buy the Property from the Church.

6) **Governing Laws.**

This Agreement shall be subject to the laws of the State of New Mexico.

7) **Default and Remedy.**

A. If Church cannot perform this Agreement solely as a result of the passage of a negative referendum on the real estate sale pursuant to NMSA 1978, Section 3-54-1, this Agreement is automatically terminated and all monies paid by the City shall be refunded to the City promptly, including the earnest money deposit.

B. If the City defaults in the performance of this Agreement by failure to complete the purchase after passage of an approval referendum on the real estate sale pursuant to NMSA 1978, Section 3-54-1, the Church shall keep the earnest money as its sole and exclusive property.

8) **Hold Harmless.**

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

9) **Risk of Loss.**

In the event of a Material Change, as hereinafter defined, the City shall have no obligation to complete its acquisition of the Property unless such Material Change has been approved in writing by the City. For purposes of this Agreement, "Material Change" shall mean a change in the status of a use, occupancy, tenancy, financial condition or physical condition of the Property prior to Closing. All risk of loss or damage to the Property will pass from the Church to the City at Closing. In the event of a Material Change, the City may, without liability, refuse to accept the conveyance of title and this Agreement shall be null and void in its entirety and the earnest money deposit and accrued interest, in its entirety, shall be promptly returned to the City. Possession of the Property will be released to the City at Closing.

10) **Counterparts.**

This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on the parties.

11) **Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Neither party may assign this Agreement or duties hereunder without the express written consent of the other party which consent shall not be unreasonably withheld.

12) **Termination.**

This Agreement shall be terminated on the closing date for sale of Property, unless either party terminates the Agreement prior to that date per the provisions of this Agreement.

13) **Severability.**

If any clause or provision of this Agreement is found to be illegal, invalid or unenforceable under present laws, the remainder of this Agreement shall not be affected thereby.

14) **Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, postage prepaid, to the Lutheran Church Extension Fund-Missouri Synod, 10733 Sunset Office Drive, Suite 300, St. Louis, MO 63127-1020; and to the City of Las Cruces, Attn: Land Management Administrator, P.O. Box 20000, Las Cruces, NM 88004 or to such address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

15) **Conditions Precedent.**

A. Both the Church and the City have no obligation hereunder until this Agreement is approved by the City Council at a properly noticed public hearing. Should either party decide to terminate this Agreement prior to a vote by City Council on this Agreement by giving written notice to terminate to the other party, then the earnest money, in its entirety will be returned to the Church.

B. If the City Council approved this Agreement and its approval is rescinded by referendum as set forth in NMSA 1978, Section 3-54-1, this Agreement is terminated, and the earnest money deposit shall be returned to the Church.

16) **Miscellaneous.**

A. Inspection of the Property. After signing this Agreement, the City or the designated agents of the City, may inspect the Property and conduct tests deemed necessary by the City at its expense; however, any damage to the Property will be repaired at the City's expense promptly if this Agreement is terminated.

B. The City will be responsible for any additions, personal projects, and taxes on the Property from date of closing and thereafter. The Church will be responsible for any of said taxes prior to the closing date.

**IN WITNESS WHEREOF,** the parties have signed this Agreement of the date first written above.

**LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD**

By: _____
Printed Name: Thomas G. Campbell
Title: Senior Vice President, Real Estate

**CITY OF LAS CRUCES**

By: _____
Ifo Pili, City Manager

**APPROVED AS TO FORM**

By: _____ 1/16/24
for Linda Samples, City Attorney

EXHIBIT "A"

TRACT E, LEGENDS WEST NORTH, PHASE I, in the City of Las Cruces, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on December 27, 2006, in Book 22, Pages 83-91, of the Plat Records.

And

PARCEL A, LEGENDS WEST NORTH PARCEL A SUBDIVISION, in the City of Las Cruces, Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on December 29, 2005, in Book 21, Pages 476-478, of the Plat Records.

***CITY OF LAS CRUCES***

***BUDGET ADJUSTMENT REQUEST***

***BUDGET FISCAL YEAR 2023-24***

| | 4106 PUBLIC PARK DEVELOPMENT 2023-24 | | | |
|---|---|---|---|---|
| | **Original Budget** | **Amended Budget** | **Req. Adjustment** | **Adjusted Budget** |
| **RESOURCES** | | | | |
| Beginning Balance | $ 6,915,110 | 6,854,723 | 0 | 6,854,723 |
| **Revenues** | | | | |
| Municipal Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Public Safety Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Hold Harmless Replacement GRT | 0 | 0 | 0 | 0 |
| State-Shared Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| County Environmental Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Internet Sales Gross Receipts Tax | 0 | 0 | 0 | 0 |
| Gasoline Tax | 0 | 0 | 0 | 0 |
| Cannabis Excise Tax | 0 | 0 | 0 | 0 |
| Lodgers Tax | 0 | 0 | 0 | 0 |
| Property Taxes | 0 | 0 | 0 | 0 |
| Payment In Lieu of Property Tax | 0 | 0 | 0 | 0 |
| Franchise Fees | 0 | 0 | 0 | 0 |
| Payment In Lieu of Franchise Fees | 0 | 0 | 0 | 0 |
| Licenses, Fees & Permits | 1,600,000 | 1,600,000 | 0 | 1,600,000 |
| Convention Center Fee | 0 | 0 | 0 | 0 |
| Auto License - State Shared | 0 | 0 | 0 | 0 |
| Fines & Forfeitures | 0 | 0 | 0 | 0 |
| Charges For Services | 0 | 0 | 0 | 0 |
| Natural Gas Sales - Commodity | 0 | 0 | 0 | 0 |
| Motor Pool Maintenances Charges | 0 | 0 | 0 | 0 |
| Fuel Charges | 0 | 0 | 0 | 0 |
| Intergovernmental | 0 | 0 | 0 | 0 |
| Investment Income | 60,000 | 60,000 | 0 | 60,000 |
| Miscellaneous Revenues | 0 | 0 | 0 | 0 |
| Federal Grants | 0 | 0 | 0 | 0 |
| State Grants | 0 | 0 | 0 | 0 |
| Local Grants | 0 | 0 | 0 | 0 |
| Debt Service | 0 | 0 | 0 | 0 |
| **Total Revenues** | **1,660,000** | **1,660,000** | **0** | **1,660,000** |
| **TOTAL RESOURCES** | **$ 8,575,110** | **8,514,723** | **0** | **8,514,723** |
| **Expenditures** | | | | |
| General Government | 0 | 0 | 0 | 0 |
| Legislative | 0 | 0 | 0 | 0 |
| Municipal Court | 0 | 0 | 0 | 0 |
| Chief Administrative Officer | 0 | 0 | 0 | 0 |
| City Manager | 0 | 0 | 0 | 0 |
| Legal | 0 | 0 | 0 | 0 |
| Las Cruces Police Department | 0 | 0 | 0 | 0 |
| Las Cruces Fire Department | 0 | 0 | 0 | 0 |
| Utilities | 0 | 0 | 0 | 0 |
| Economic Development | 0 | 0 | 0 | 0 |
| Internal Audit | 0 | 0 | 0 | 0 |
| Assistant City Manager-400 | 0 | 0 | 0 | 0 |
| Human Resources | 0 | 0 | 0 | 0 |
| Financial Services | 0 | 0 | 0 | 0 |
| Information Technology | 0 | 0 | 0 | 0 |
| Fleet | 0 | 0 | 0 | 0 |
| Assistant City Manger-500 | 0 | 0 | 0 | 0 |
| Parks & Recreation | 3,462,463 | 5,352,093 | 1,819,000 | 7,171,093 |
| Community Development | 0 | 0 | 0 | 0 |
| Quality of Life | 0 | 0 | 0 | 0 |
| Public Works | 0 | 0 | 0 | 0 |
| **Total Expenditures** | **$ 3,462,463** | **5,352,093** | **1,819,000** | **7,171,093** |
| **Other Resources** | | | | |
| Operating Transfers In | 0 | 0 | 0 | 0 |
| Operating Transfers Out | 0 | 0 | 0 | 0 |
| **Total Other Resources** | **$ 0** | **0** | **0** | **0** |
| Accrual Adjustments | 0 | 0 | 0 | 0 |
| **ENDING BALANCE** | **$ 5,112,647** | **3,162,630** | **(1,819,000)** | **1,343,630** |

**APPRAISAL OF**
**A VACANT TRACT OF LAND**
**SE CORNER OF MOTEL BLVD. & BRUINS LANE**
**LAS CRUCES NEW MEXICO**

**MARCH 27, 2023**

**FOR**
**LUTHERAN CHURCH EXTENSION FUND**
**10733 SUNSET OFFICE DRIVE SUITE 300**
**ST. LOUIS, MO 63127-1020**

**C/O Mr. NICK MCKINNEY**
**PARTNER/CSO**
**FOUNDRY COMMERCIAL**
**420 S. ORANGE AVENUE STE. 950**
**ORLANDO FL 32801**

**BY**
**LEE MORRIS**
**MORRIS APPRAISAL SERVICES INC.**
**PO BOX 1119**
**LAS CRUCES, NM 88004**

# MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS
State Certified – New Mexico
General Certificate #02932
Federal Tax ID #26-3909383

PO Box 1119
LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

March 27, 2023

Lutheran Church Extension Fund
10733 Sunset Office Drive Suite 300
St. Louis, MO 63127-1020

Dear Mr. McKinney:

In accordance with your request, I have made an appraisal of the property identified as Doña Ana County Assessor parcels R0234784 & R0236903. The subject is two tracts of land containing a total of 21.16 acres of vacant land located at the SE corner of Motel Blvd. and Bruins Lane in Las Cruces NM.

While making this appraisal, I made a detailed inspection of the subject property and gathered data on the sales of the comparable properties. The specific use of this data is more fully shown in the body of this report of which this letter is a part.

Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the market value of the fee simple interest of the subject, as of the date of this appraisal, was **$2,116,000.00**

**TWO MILLION ONE HUNDRED SIXTEEN THOUSAND DOLLARS.**

I invite your attention to the data, analysis, and conclusions that follow. I appreciate this opportunity to perform this work for you and Foundry Commercial.

Respectfully submitted;




Lee Morris, MNAA
NM General Certificate #02932

# REAL PROPERTY "APPRAISAL REPORT"

## TWO CONTIGUOUS LAND TRACTS – 21.156 COMBINED ACRES

## SOUTHEAST CORNER OF NORTH MOTEL BLVD. AND BRUINS LN.



SOUTHERN PORTION - LEGENDS WEST NORTH PHASE 1 – 3.0 ACRES &
NORTHERN PORTION - LEGENDS WEST NORTH PARCEL A – 18.156 ACRES

EFFECTIVE DATE:
DECEMBER 28, 2022

REPORT DATE:
FEBRUARY 9, 2023

PREPARED FOR:
CITY OF LAS CRUCES C/O MR. BILL HAMM
PURCHASE ORDER # 23203071

PREPARED BY:
BROOKS REAL ESTATE SERVICES

APPRAISER:
STEVE BROOKS, MAI
NEW MEXICO GENERAL CERTIFICATION NO. 850-G

BROOKS REAL ESTATE SERVICES

STEVEN W. BROOKS, MAI

GENERAL CERTIFIED APPRAISER – NM LICENSE NO. 850-G

300 W. UNION AVENUE, LAS CRUCES NM 88005

REAL ESTATE
APPRAISAL & CONSULTING

PH. 575.541.5555

SW_BROOKS@MSN.COM

# LETTER OF TRANSMITTAL

February 9, 2023

Mr. Bill Hamm
City of Las Cruces
Attn: Economic Development
700 N. Main St.
Las Cruces, NM 88001

RE: Two Contiguous Land Tracts – 21.156 Combined Acres
Southeast Corner of North Motel Blvd. and Bruins Ln., Las Cruces New Mexico
Southern Portion - Legends West North Phase 1 – 3.0 Acres &
Northern Portion - Legends West North Parcel A – 18.156 Acres

Dear Mr. Hamm,

At your request, an appraisal report has been prepared of the above referenced property. The purpose of the appraisal assignment is to estimate current market value of the above-identified property. Valuation scenarios developed and reported include:

1) Market Value – As Is - Fee Simple

The appraisal has been developed in conformity with the City of Las Cruces Purchase Order # 23203071 and our discussions. The scope of work developed and applied in this "appraisal report" is intended to be consistent with the client's intended use with methodology applied consistent with the property type and valuation scenarios developed.

The value opinions reported are qualified by certain definitions, limiting conditions, and certifications as set forth in the attached report.

The Market Value estimate of the subject vacant land parcel is derived through development of methodologies associated with the sales comparison approach. The analysis developed and applied is considered suitable to the clients intended use and results in credible assignment results.

Reliance upon the report and value conclusions reached is intended for use by the City of Las Cruces and-or Participants. Our professional fee was billed to the City of Las Cruces. The intended use of the appraisal is to estimate market value intended for negotiations with the property owner(s) Lutheran Church Extension Fund – Missouri Syhod and the City of Las Cruces.

The reporting format is classified as an ***"Appraisal Report"*** that complies with the requirements stated under Standards Rule 2-2 (a) of USPAP.

The analysis contained in the report is intended to meet or exceed requirements stated under Standards Rule 1-4 (a) (b) and (c) of the Uniform Standards of Professional Appraisal Practice (USPAP) relative to the collection, verification, and analysis of all information necessary for formation a credible assignment result.

The attached report is intended to comply with; **1)** the generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board (ASB) of the Appraisal Foundation; **2)** requested scope of work requirements of City of Las Cruces; **3)** applicable regulations of the state of New Mexico; **4)** the Standards and Ethics Provisions of the Appraisal Institute of which the appraiser is a designated member.

The below signed is the sole appraiser of the valuation and is individually responsible for the value conclusion reached. I personally inspected the subject property on December 28, 2022, which is equal to the effective date of the report and following estimates of value.

I have performed no prior services, as an appraiser, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

**As Is - Market Value – Combined 21.156 Acre Vacant Land Parcel**
***$1,430,000 – One Million Four Hundred and Thirty Thousand Dollars***

*Subject to the general limiting conditions and assumptions as outlined within Section III of the report.*

The exposure time for the subject property under the market value valuation premises is estimated to be 3 – 24 months or less.

This letter must remain attached to the following appraisal report, containing 61 pages including addenda, in order for the value estimates set forth to be considered valid and suitable for reliance upon by the intended user.

Thank you for allowing Brooks Real Estate Services to be of your service. Please contact me should you have questions or require additional information.

Respectfully submitted,



Steve W. Brooks MAI

New Mexico General Certified Appraiser #850-G


Ben Archer Health Center
Highnoon Soccer Complex
Mayfield High School
Legends West Resideintal Development
Parcel A, 18.15-acre parcel
Field of Dreams Softball
Tract E, 3-acre parcel
Field of Dreams
Burke Rd
Roadrunner Ln
Calle de Pompeii
Bruins Ln
Ocate Ct
N Motel Blvd
Isaacks Ln
San Andres Dr
N Valley Dr
Riata Dr
San Lorenzo Ave
La Union Ct
Santa Fe Trail
Magdalena Dr
San Miguel Ct
Borroughs St
Meriwether St
Lake Valley Ave
Ox Cart Ct
Carretas Ct
Tashiro Dr
Fountain Ave
Mogollon Rd
Onate Rd
Mayfield Rd

**24-098**

**Type of Action:**
**☒ Resolution**
**☐ Ordinance**
**☐ TIDD Resolution**

# City Council Action and Executive Summary

| | | | |
|---|---|---|---|
| **District:** | **☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A** | | |
| **1st Reading:** | | **Adopted:** | March 18, 2024 |
| **Drafter:** | Tim Pitts | **Department:** | Community Development |
| **Program:** | Land Development | **Line of Business:** | Development Center |

**Title:** **A RESOLUTION APPROVING THE REQUEST FOR A VARIANCE TO CHAPTER 26 OF THE LAS CRUCES MUNICIPAL CODE TO ALLOW LOVE'S TRAVEL STOP NOT TO BE REQUIRED TO BUILD SIDEWALKS ALONG TWO ROADWAYS IN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK.**

**TYPE OF ACTION:** **☒ Administrative** **☐ Legislative** **☐ Quasi-Judicial**

## PURPOSE(S) OF ACTION:

Approve a variance from municipal code.

## BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces purchased the property which would become known as the Las Cruces Innovation and Industrial Park (LCIIP) from the City of Albuquerque through four separate transactions between 1982 and 1985, for “development as an industrial park to expand and diversify the local economic base, to provide new jobs in the community, and to generate aviation and airport business activities adjacent to the Las Cruces International Airport”.

Robert Larson Blvd. (fka the I-10 South Frontage Rd., and which is in NMDOT right-of-way) was reportedly constructed in 1984 and, in 1986, the I-10 interchange at Crawford Blvd. and Crawford Blvd. north of I-10 were constructed to provide access to the Las Cruces International Airport, through a grant from the Federal Aviation Administration (FAA) and the Federal Highway Administration (FHWA).

The Love's Travel Stop’s original 7-acre property was purchased from the City in 1989, and the existing facility was built around 1990; however, its construction did not include the installation of any sidewalks within either the Robert Larson Blvd. or Crawford Blvd. right-of-way(s). Also, during the same time frame, Crawford Blvd. was extended approximately 500’ to the south of Robert Larson Blvd. at the I-10 interchange under City project #89-90-147. This project consisted of roadway improvements adjacent to the east side of the Travel Stop property (i.e., an asphalt roadway with raised medians, an asphalt curb on the east side of the road, and concrete curb & gutter plus two driveway aprons on the west side of the road); however, the project did not include the construction of any sidewalks on either side of Crawford Blvd.

From a review of the City’s 1988 Design Standards – Section 2.2 (Ordinance No. 0949; adopted in September 1987), which was in effect at the time both the Travel Stop and the south extension of Crawford Blvd. were built, sidewalks were not required along streets where the average size of the adjacent lots were larger than ½-acre. Accordingly, since the size of the Travel Stop’s original property was about 7-acres, sidewalks were not required along either Crawford Blvd. or Robert Larson Blvd. when they were built.

In January 1992, City Council adopted Ordinance No. 1259 which established a policy for the installation of new sidewalks. This Ordinance is not incorporated into the City's current Design Standards (Chapter 32) but is found in Chapter 26, Division 3 - Installation of New Sidewalks, Sections 26-101 through 26-106. Ordinance No. 1259 also repealed a portion of Section 2.2 of the 1988 Design Standards mentioned above (i.e., sidewalks not required along streets where the average size of the adjacent lots were larger than ½-acre).

In June 2002, the City Council adopted Ordinance 1929 which included the City's current Design Standards (i.e., Chapter 32, Section 32-1 through 32-302). Section 32-37 - Sidewalk Requirements, of the current Design Standards, requires sidewalks for pedestrian traffic when a street is built in the city. The only exception to this requirement is for low-density local street with stand-up curb and gutters. Sec. 32-37 also requires sidewalks along all streets where the average ***residential*** lot size of adjacent lots is ½-acre and less (which also means streets with residential lots larger than ½-acre are not required to have sidewalks. However, Sec. 26-102.4 exempts local ***residential*** streets from having sidewalks where all lots are ¾-acre in size or larger.

The Travel Stop is/was the first and only retail business in the Industrial Park. The Travel Stop existed prior to the City's (January 1996) adoption of what was then known as the West Mesa Industrial Park Master Plan and Development Strategy (WMIP Master Plan). In August 1995, prior to the adoption of the WMIP Master Plan, there were reportedly an additional six existing commercial/industrial entities within the Industrial Park, of which at least two were located on the south side of I-10.

When the WMIP Master Plan was adopted in 1996, there were reportedly only two improved roads within the Industrial Park on the south side of I-10 (i.e., Crawford Blvd., and the I-10 Southern Frontage Road (aka Robert Larson Blvd.).

On August 16, 2021, Ordinance 2982 repealed the WMIP overlay code and replaced it with the Las Cruces Innovation and Industrial Park (LCIIP) Overlay District code with the guiding policy document being the LCIIP Plan. The LCIIP Plan calls for sidewalks on roadways in the Park, though the LCIIP code defers to standard City of Las Cruces design standards. The Plan also calls for a park and other city improvements in the area of Crawford Blvd. south of the I-10 interchange which seem to imply that pedestrian access would be available.

In 2024, there are an additional eight improved roads within the Industrial Park on the south side of I-10, built between 1997 and 2009. None of the eight additional improved roads were built with sidewalks, although City Code has required sidewalks within public right-of-way(s) since at least 1992.

Also in 2024, there are about twenty-two commercial/industrial entities within the Industrial Park, of which at least eighteen are located on the south side of Interstate-10. None of those buildings have built sidewalks in their adjacent rights-of-way.

Finally, there is another project, the Allsup's fuel and convenience store, looking to begin construction at the same intersection on the Southeast corner and currently proposing to construct sidewalks.

**PLAN(S):**

Other, Elevate Las Cruces

**DOES THIS AMEND THE BUDGET?:**

☐ Yes

☒ No

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes

☒ No

**Does this action align with Elevate Las Cruces?**

☐ Yes

☒ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will provide a variance from Municipal Code section 26-104(a) and exempt Love's Travel Stop from building sidewalks along adjacent roadways.
2. Vote "No"; this will enforce code and require sidewalks to be built.
3. Vote to "Amend"; this will alter the terms as deemed appropriate by Council.
4. Vote to "Table"; this will delay the decision to a later date.

**RESOLUTION 24-098**

**A RESOLUTION APPROVING THE REQUEST FOR A VARIANCE TO CHAPTER 26 OF THE LAS CRUCES MUNICIPAL CODE TO ALLOW LOVE'S TRAVEL STOP NOT TO BE REQUIRED TO BUILD SIDEWALKS ALONG TWO ROADWAYS IN THE LAS CRUCES INNOVATION AND INDUSTRIAL PARK.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces purchased the property which would become known as the Las Cruces Innovation and Industrial Park (LCIIP) from the City of Albuquerque through four separate transactions between 1982 and 1985; and

**WHEREAS**, the Love's Travel Stop's original 7-acre property was purchased from the City in 1989, and the existing facility was built around 1990; and

**WHEREAS,** Love's is in the process of redeveloping their site with the addition of 12 acres; and

**WHEREAS,** City Municipal Code section 26-104(a) requires sidewalks to be constructed with any new building permit.

**NOW, THEREFORE,** Be it Resolved by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** Love's Travel Stop not be required to construct sidewalks on adjacent roadways as otherwise required by Municipal Code section 26-104(a).

**(II)**

**THAT** City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

**Seconded by:**

**AYES**

**NAYS**

**3065; Council Bill 24-023**

# City Council Action and Executive Summary

**Type of Action:**
☐ **Resolution**
☒ **Ordinance**
☐ **TIDD Resolution**

| | | | |
|---|---|---|---|
| **District:** | ☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A | | |
| **1st Reading:** | March 18, 2024 | **Adopted:** | April 1, 2024 |
| **Drafter:** | Adam Ochoa | **Department:** | Community Development |
| **Program:** | Community Planning | **Line of Business:** | Community Planning |

**Title:** **AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4C (MULTI-DWELLING HIGH DENSITY & LIMITED RETAIL AND OFFICE-CONDITIONAL) TO R-4 (MULTI-DWELLING HIGH DENSITY LIMITED RETAIL AND OFFICE) FOR PROPERTY ENCOMPASSING 2.908 + ACRES AND LOCATED AT 712 AND 722 HENDEE PLACE AND 725 BASHA ARCH. SUBMITTED BY M&M BUILDING SOLUTIONS, REPRESENTATIVE. (23ZO0500143).**

**TYPE OF ACTION:** ☐ **Administrative** ☐ **Legislative** ☒ **Quasi-Judicial**

**PURPOSE(S) OF ACTION:**
Zone change.

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**
The City Council is required to review and take final action on zone changes per Section 38-10 B. 2. b. and 38-13 A. of the 2001 Zoning Code, as amended. A zoning district is a specifically delineated area where land use regulations uniformly govern the use, placement, spacing, density, bulk, height, and size of buildings and/or land.

The applicant is requesting a zone change from R-4C (Multi-Dwelling High Density & Limited Retail and Office-Conditional) to R-4 (Multi-Dwelling High Density & Limited Retail and Office) for property approximately 2.908 acres in size and located at 712 and 722 Hendee Place and 725 Basha Arch. The purpose for the proposed zone change is to remove the condition that limited buildings to one story in the R-4 zoning district.

The applicant is seeking to develop three vacant parcels with multi-family dwelling units. The property is zoned R-4C (Multi-Dwelling High Density-Limited Retail and Office-Conditional). The condition limits the construction of the multi-family units to one story. The proposed zone change request will allow for the applicant to build multiple-stories and allowing for additional multi-family units, while meeting the rest of the site design elements required by the Las Cruces Municipal Code. The applicant has provided notification to the new property owners adjacent to the property requesting the zone change via covenants of their intention to remove the condition to allow for more than one-story development on the multi-family properties. The properties are located along Stern Drive, Basha Arch and Hendee Place in an area of the City of Las Cruces where a variety of residential uses exist. Given the mixture of residential uses and building heights in the area, the applicant/property owner anticipates no adverse impact to the surrounding neighborhood in terms of character and compatibility.

The property is located on a suburban neighborhood place type area as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. Suburban neighborhoods are intended to provide for low-

to-moderate density residential land uses including multi-family dwellings intermixed with areas of commercial development. Predominant land uses include single-family and multi-family development, retail and office uses, and other ancillary institutional and public uses such as schools, parks, and places of worship. Following the description of the suburban place type and the related land use goals and policies, the proposed zone change is supported by the Elevate Las Cruces Comprehensive Plan.

On January 23, 2024, the case was heard by the Planning and Zoning Commission at their regular meeting. The zone change request had no opposition during the meeting. The Planning and Zoning Commission voted 5-0-0 (one Commissioner vacancy, on Commissioner absent) to recommend approval for the proposed zone change.

**SUPPORT INFORMATION:**

Exhibit "A" - Site Plans
Exhibit "B" - Findings
Attachment "A" - P&Z Staff Report
Attachment "B" - Minutes from the January 23, 2024 P&Z Meeting

**PLAN(S):**

Other, Elevate Las Cruces

**COMMITTEE/BOARD REVIEW:**

P&Z

**DOES THIS AMEND THE BUDGET?:**

☐ Yes
☒ No

**BUDGET / FISCAL IMPACT:**

**BUDGETED AMOUNT:** **AVAILABLE AMOUNT:** **EXPENDITURE AMOUNT:**

**Funding Source(s):**

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes
☒ No

**Does this action align with Elevate Las Cruces?**

☒ Yes
☐ No

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Ordinance and affirm the P&Z recommendation for approval. The subject properties located at 712 and 722 Hendee Place and 725 Basha Arch will be rezoned from R-4C (Multi-Dwelling High Density & Limited Retail and Office-Conditional) to R-4 (Multi-Dwelling High Density & Limited Retail and Office).
2. Vote "No"; this will deny the Ordinance and will reject the recommendation made by P&Z. The current R-4C (Multi-Dwelling High Density & Limited Retail and Office-Conditional) zoning designation, and the condition limiting the height of structures on the subject properties will remain.

3. Vote to "Amend"; this could allow the City Council to modify the Ordinance by adding conditions as deemed appropriate.

4. Vote to "Table"; this could allow the City Council to table/postpone the Ordinance and direct staff accordingly.

**ORDINANCE 3065; COUNCIL BILL 24-023**

**AN ORDINANCE APPROVING A ZONE CHANGE FROM R-4C (MULTI-DWELLING HIGH DENSITY & LIMITED RETAIL AND OFFICE-CONDITIONAL) TO R-4 (MULTI-DWELLING HIGH DENSITY LIMITED RETAIL AND OFFICE) FOR PROPERTY ENCOMPASSING 2.908 + ACRES AND LOCATED AT 712 AND 722 HENDEE PLACE AND 725 BASHA ARCH. SUBMITTED BY M&M BUILDING SOLUTIONS, REPRESENTATIVE. (23ZO0500143).**

The City Council is informed that:

**WHEREAS**, M&M Building Solutions, representative, has submitted a request for a zone change from R-4C (Multi-Dwelling High Density & Limited Retail and Office-Conditional) to R-4 (Multi-Dwelling High Density & Limited Retail and Office); and

**WHEREAS**, the subject properties are approximately 2.908 acres in size, and are vacant/undeveloped; and

**WHEREAS,** the proposed R-4 (Multi-Dwelling High Density & Limited Retail and Office) zone is consistent with the Suburban Neighborhood Place Type per the Elevate Las Cruces Comprehensive Plan and will provide additional housing opportunities; and

**WHEREAS,** the Planning and Zoning Commission, after conducting a public hearing on January 23, 2024, recommended that the zone change request be approved by a vote of 5-0-0 (one Commissioner vacancy and one Commissioner absent).

**NOW, THEREFORE,** Be it Ordained by the Governing Body of the City of Las Cruces:

**(I)**

**THAT** the land as reflected in Exhibit "A", attached hereto and made part of this Ordinance, is hereby zoned R-4 (Multi-Dwelling High Density & Limited Retail and Office).

**(II)**

**THAT** the zoning is based on the findings contained in Exhibit "B", attached hereto and made part of this Ordinance.

**(III)**

**THAT** the zoning of said property be shown accordingly on the City Zoning Atlas.

**(IV)**

**THAT**City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

**DONE AND APPROVED this** day of

APPROVED

_____

ATTEST:

_____

**Moved by:**

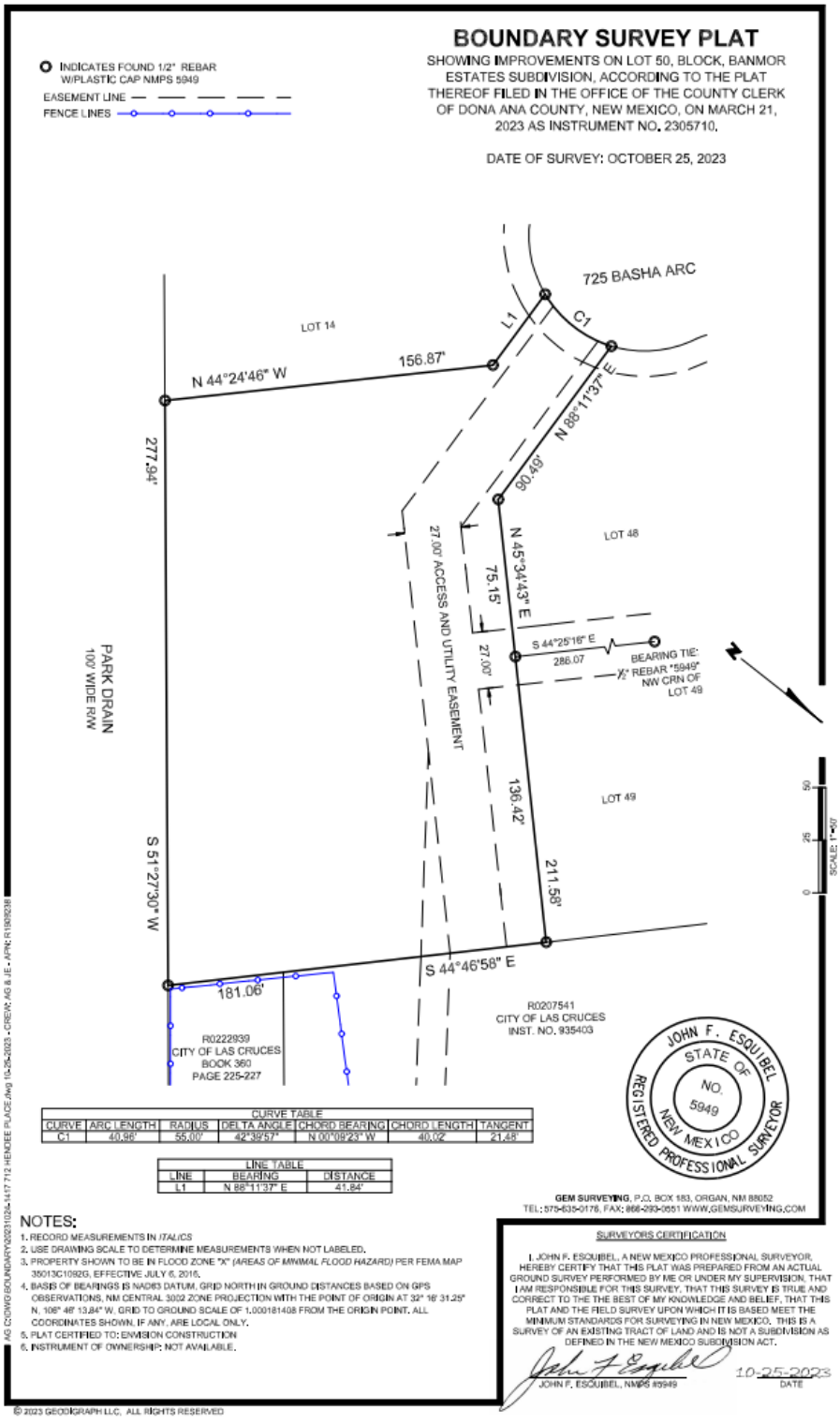
**Seconded by:**

**AYES**

**NAYS**

EXHIBIT "A"

# SITE PLANS



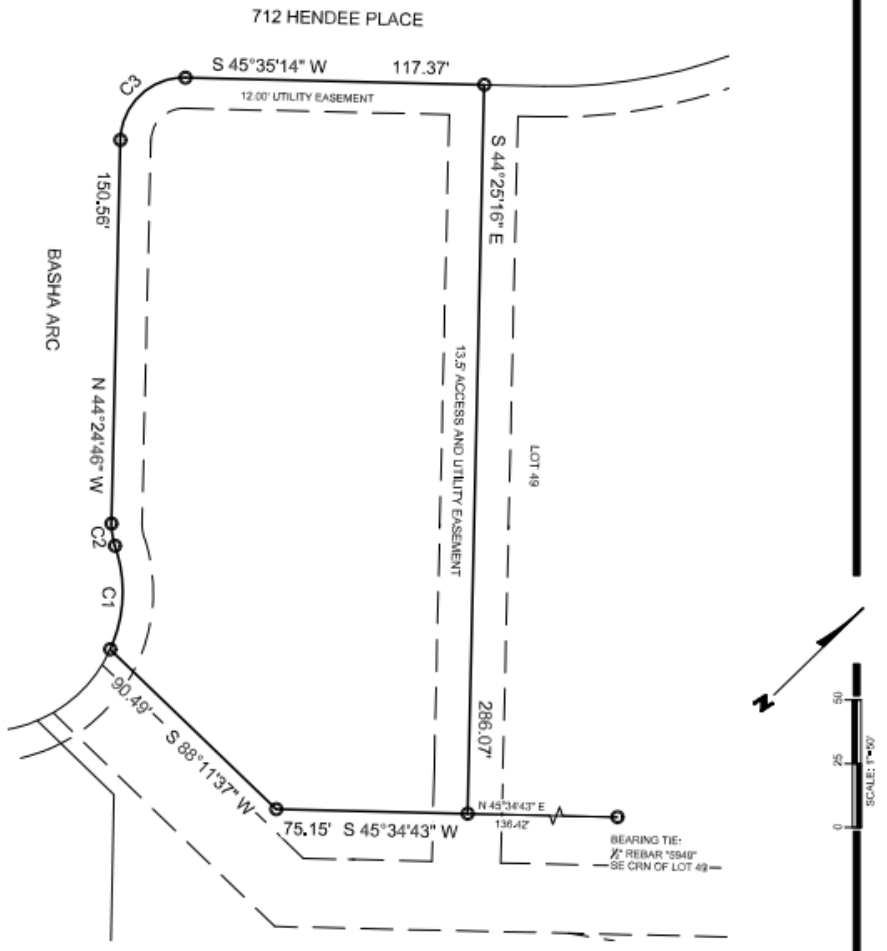
# BOUNDARY SURVEY PLAT

SHOWING IMPROVEMENTS ON LOT 48, BLOCK, BANMOR ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO, ON MARCH 21, 2023 AS INSTRUMENT NO. 2305710.

DATE OF SURVEY: OCTOBER 25, 2023

O INDICATES FOUND 1/2" REBAR W/PLASTIC CAP NMPS 5949

EASEMENT LINE — — — — —




| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | TANGENT |
| C1 | 41.55' | 55.00' | 43°17'15" | S 43°07'59" E | 40.57' | 21.82' |
| C2 | 8.89' | 25.00' | 20°21'51" | N 54°35'41" W | 8.84' | 4.49' |
| C3 | 39.27' | 25.00' | 90°00'00" | N 00°35'14" E | 35.36' | 25.00' |

JOHN F. ESQUIBEL
STATE OF NEW MEXICO
NO. 5949
REGISTERED PROFESSIONAL SURVEYOR

GEM SURVEYING, P.O. BOX 183, ORGAN, NM 88052
TEL: 575-635-0178, FAX: 866-293-0551 WWW.GEMSURVEYING.COM

NOTES:

1. RECORD MEASUREMENTS IN *ITALICS*
2. USE DRAWING SCALE TO DETERMINE MEASUREMENTS WHEN NOT LABELED.
3. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* PER FEMA MAP 35013C1092G, EFFECTIVE JULY 6, 2016.
4. BASIS OF BEARINGS IS NAD83 DATUM, GRID NORTH IN GROUND DISTANCES BASED ON GPS OBSERVATIONS, NM CENTRAL 3002 ZONE PROJECTION WITH THE POINT OF ORIGIN AT 32° 16' 31.25" N, 106° 48' 13.84" W, GRID TO GROUND SCALE OF 1.000181408 FROM THE ORIGIN POINT. ALL COORDINATES SHOWN, IF ANY, ARE LOCAL ONLY.
5. PLAT CERTIFIED TO: ENVISION CONSTRUCTION
6. INSTRUMENT OF OWNERSHIP: NOT AVAILABLE.

SURVEYORS CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. THIS IS A SURVEY OF AN EXISTING TRACT OF LAND AND IS NOT A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

JOHN F. ESQUIBEL, NMPS #5949 — DATE 10-25-2023

AG C:\DWG\BOUNDARY\20231024-1417 712 HENDEE PLACE.dwg 10-25-2023 - CREW: AG & JE - APN: R1909288

© 2023 GEODIGRAPH LLC, ALL RIGHTS RESERVED

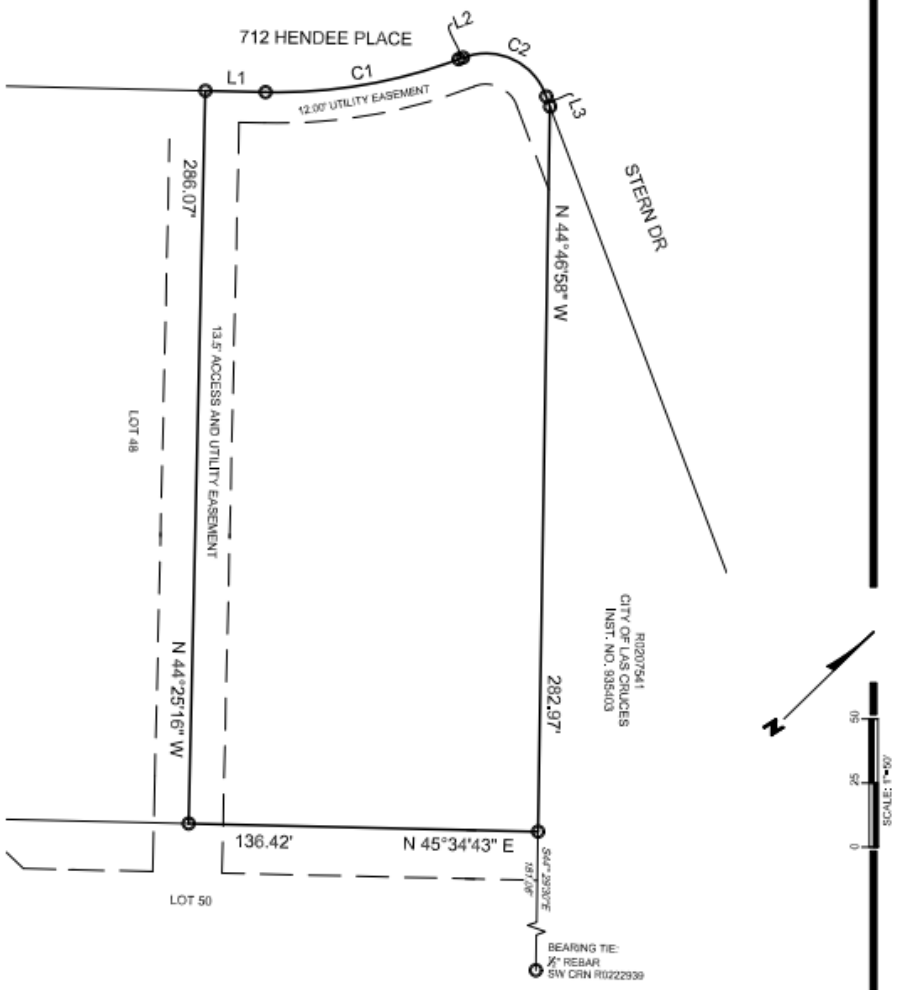
# BOUNDARY SURVEY PLAT

SHOWING IMPROVEMENTS ON LOT 49, BLOCK, BANMOR ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO, ON MARCH 21, 2023 AS INSTRUMENT NO. 2305710.

DATE OF SURVEY: OCTOBER 25, 2023

O INDICATES FOUND 1/2" REBAR W/PLASTIC CAP NMPS 5949

EASEMENT LINE — — — — —




CURVE TABLE

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | TANGENT |
|---|---|---|---|---|---|---|
| C1 | 76.88' | 200.00' | 22°01'27" | S 34°34'31" W | 76.41' | 38.82' |
| C2 | 39.95' | 25.00' | 91°33'44" | N 68°20'39" E | 35.83' | 25.69' |

LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 45°35'14" E | 23.47' |
| L2 | N 23°33'47" E | 1.90' |
| L3 | S 66°36'44" E | 4.27' |

JOHN F. ESQUIBEL
STATE OF NEW MEXICO
NO. 5949
REGISTERED PROFESSIONAL SURVEYOR

GEM SURVEYING, P.O. BOX 183, ORGAN, NM 88052
TEL: 575-635-0178, FAX: 866-293-0551 WWW.GEMSURVEYING.COM

NOTES:

1. RECORD MEASUREMENTS IN *ITALICS*
2. USE DRAWING SCALE TO DETERMINE MEASUREMENTS WHEN NOT LABELED.
3. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* PER FEMA MAP 35013C1092G, EFFECTIVE JULY 6, 2016.
4. BASIS OF BEARINGS IS NAD83 DATUM, GRID NORTH IN GROUND DISTANCES BASED ON GPS OBSERVATIONS, NM CENTRAL 3002 ZONE PROJECTION WITH THE POINT OF ORIGIN AT 32° 16' 31.25" N, 106° 46' 13.84" W, GRID TO GROUND SCALE OF 1.000181408 FROM THE ORIGIN POINT. ALL COORDINATES SHOWN, IF ANY, ARE LOCAL ONLY.
5. PLAT CERTIFIED TO: ENVISION CONSTRUCTION
6. INSTRUMENT OF OWNERSHIP: NOT AVAILABLE.

SURVEYORS CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. THIS IS A SURVEY OF AN EXISTING TRACT OF LAND AND IS NOT A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

JOHN F. ESQUIBEL, NMPS #5949

10-25-2023
DATE

© 2023 GEODIGRAPH LLC. ALL RIGHTS RESERVED

AG C:\DWG\BOUNDARY\20231026-1417 712 HENDEE PLACE.dwg 10-26-2023 • CREW: AG & JE • APNR1909239

EXHIBIT "B"

# FINDINGS

- The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and the 2001 Zoning Code (2001 Zoning Code, Section 38-2).
- The zone change request will allow for the development of vacant properties in an established area of the City of Las Cruces. (2001 Zoning Code, Article 1, Section 38-2K)
- The zone change request will foster a more rational relationship between different residential land uses for the mutual benefit of all.
- The proposed development would be consistent with the residential developments of the surrounding neighborhood. (2001 Zoning Code, Article 4, Section 38-32P)
- The subject property is located on a minor arterial roadway where access to multi-family developments and zoning are encouraged.

ATTACHMENT "A"

CITY OF LAS CRUCES

# Planning & Zoning Commission 1/23/2024

## CASE 23ZO0500143: Zone Change

ZONING

| | |
|---|---|
| **STAFF CONTACT:** | Christina Abeyta-Corella, (575) 528-3063, cabeyta@las-cruces.org |
| **OWNER:** | Banmor Estates, LLC |
| **REPRESENTATIVE:** | M&M Building Solutions |
| **DISTRICT:** | District #4 |
| **SITE ADDRESS:** | 712 and 722 Hendee Place, and 725 Basha Arc |
| **EXISTING ZONING:** | R-4C (Multi-Dwelling High Density Limited Retail and Office-Conditional) |
| **REQUEST:** | Rezone to R-4 (Multi-Dwelling High Density & Limited Retail and Office) |
| **CONCURRENT APPLICATIONS:** | N/A |
| **RECOMMENDATION:** | Approval |

---

**SUMMARY OF REQUEST CASE 23ZO0500143:**
The applicant is requesting a zone change from R-4C (Multi-Dwelling High Density Limited Retail and Office-Conditional) to R-4 (Multi-Dwelling High Density & Limited Retail and Office) for three parcels encompassing 2.908± acres total. The request is to remove the condition that limited buildings to one story in the R-4 zoning district. The properties are located at 712 and 722 Hendee Place and 725 Basha Arc.

**SUMMARY OF RECOMMENDATION:**
Staff is recommending **Approval** based on the findings listed below:

- The proposed zone change request is supported by the Elevate Las Cruces Comprehensive Plan and the 2001 Zoning Code (2001 Zoning Code, Section 38-2).
- The zone change request will allow for the development of vacant properties in an established area of the City of Las Cruces. (2001 Zoning Code, Article 1, Section 38-2K)
- The zone change request will foster a more rational relationship between different residential land uses for the mutual benefit of all.
- The proposed development would be consistent with the residential developments of the surrounding neighborhood. (2001 Zoning Code, Article 4, Section 38-32P)
- The subject property is located on a minor arterial roadway where access to multi-family developments and zoning are encouraged.

## PROPOSAL AND LAND USE HISTORY

**DETAILED DESCRIPTION:**

The applicant is seeking to develop three vacant parcels with multi-family dwelling units. The property is zoned R-4C (Multi-Dwelling High Density-Limited Retail and Office-Conditional). The condition limits the construction of the multi-family units to one story. The proposed zone change request will allow for the applicant to build-up and allowing for additional multi-family units, while meeting the rest of the site design elements required by the Las Cruces Municipal Code.

On a separate note, the applicant provided notification to the new property owners via covenants, their intention of removing the condition to allow for more than one-story development on the multi-family properties.

**LAND USE HISTORY:**

The subject properties are vacant and located in Banmor Subdivision recorded in 2023. When the original zone change was presented to City Council, a traffic impact analysis was completed, and showed that the traffic original requested through the R-4 zoning could be maintained on the existing streets.

## ZONING DECISION CRITERIA AND POLICIES

| POLICY | DOES IT COMPLY? |
|---|---|
| **Neighborhood Character and Compatibility** | Yes |
| **Elevate Las Cruces Comprehensive Plan** | Yes |
| **Mesilla Valley MPO Thoroughfare Plan** | Yes |
| **Purpose and Intent of the Code: Section 38-2** | Yes |
| **Criteria for Decisions: Section 2-382** | Yes |

**NEIGHBORHOOD CHARACTER AND COMPATIBILITY:**

The properties are located along Stern Drive, Basha Arc and Hendee Place in an area of the City of Las Cruces where a variety of residential uses are allowed. Surrounding the three parcels the properties are zoned R-1a (Single-Family Medium Density) and R-2 (Multi-Dwelling Medium Density). Across the Interstate (I-10) the zoning is M-1/M/2 (Industrial Standard).

**COMPLIANCE WITH ELEVATE LAS CRUCES COMPREHENSIVE PLAN:**

The property is located on a Suburban Place Type as shown on the Future Development Map in the Elevate Las Cruces Comprehensive Plan. Suburban neighborhoods are intended to provide for low-to-moderate density residential land uses intermixed with areas of commercial development. Predominant land uses include single-family and multi-family development, retail and office uses, and other ancillary institutional and public uses such as schools, parks, and places of worship.

1. Goal CE-1. Balanced Growth: Encourage efficient land use development patterns that accommodate projected growth in a sustainable manner.
    a. CE-1.1: Create consistency between the Elevate Las Cruces future development program recommendations and development regulations.

   b. CE-1.1.5: Consider the appropriateness of future development proposals with place type designations and their relationship with surrounding land uses.
2. Goal CE-2. Areas of Special Consideration: Integrate new development into the community in a manner that complements significant built and natural features.
   a. CE-2.1.4: Adhere to the recommended land use patterns and design guidelines contained in previously adopted neighborhood plans, corridor plans, community blueprints, and other special area plans.
   b. CE-2.4.3: Encourage a range of housing types near the university within the city limits.
3. Goal CE-3. Centers and Corridors: Support growth through concentrated development at activity centers and along key corridors.
   a. CE-3.2: Allow for a mix of development type and intensity along major thoroughfares that reflects surrounding urban, suburban, and rural contexts.
4. Goal CE-4. Complete Neighborhoods: Develop mixed-use neighborhoods that incorporate a wide range of recreational, commercial, employment and civic uses.
   a. CE-4.1: Encourage a variety of housing types into new and redeveloping neighborhoods to provide options for all ages and incomes throughout the city.
   b. CE-4.1.1: Promote a diversity of residential building types, lot sizes, density ranges, and architectural styles in from all ages and incomes throughout the city.

**COMPLIANCE WITH MPO THOROUGHFARE PLAN:**
Stern Drive is classified as a minor arterial roadway which is 100 feet in width, improved at the time the subdivision was developed and under the jurisdiction of the New Mexico Department of Transportation (NMDOT). Stern Drive is a minor arterial roadway, and this classification is encouraged for multi-family developments. Both Hendee Place and Basha Arc are classified as a local roadway that provide additional egress/ingress to the proposed development.

**CONSISTENCY WITH PURPOSE AND INTENT OF THE ZONING ORDINANCE:**
Per Section 38-2: The intent of the Zoning Code is to encourage the most appropriate use of land and to promote the health, safety, and general welfare of the community for the purpose of improving each citizen's quality of life.
The regulations relevant to the proposed zone change include:

A. Ensure that all development is in accordance with this Code and the Elevate Las Cruces Comprehensive Plan and its elements.
B. Encourage innovations in land development and redevelopment.
C. Give reasonable consideration to the character of each zoning district and its peculiar suitability for particular uses.
D. Encourage mixed-land uses to decrees the length of trips for work and/or shopping and encourage the consolidation of trips and alternative modes of travel;
J. Improve the design, quality, and character of new development.
K. Encourage development of vacant properties within established areas;
L. Ensure that development proposals are sensitive to the character of existing neighborhoods.

M. Foster a more rational relationship between different land uses for the mutual benefit of all.

The proposed zone change will allow development with multi-family residences. The property is undeveloped and will provide additional housing opportunities in a established area of the City of Las Cruces.

**CRITERIA FOR DECISIONS:**

- Impairment of adequate supply of light and air to adjacent property;
- Unreasonable increase in potential traffic;
- Increase the danger of fire or endanger the public safety;
- Determent of orderly and phased growth;
- Impairment of the public health, safety or general welfare of the city;
- Establishment of a spot zone; or the
- Contradiction of the purpose and intent of the zoning code, sign code, design standards and other companion codes.

Based on reviews of applicable codes and policies, City Staff did not identify any issues associated with the proposed zone change. Any additional units should not unreasonably increase traffic or endanger the public's safety.

## DEVELOPMENT STANDARDS

**SITE COMPLIANCE FOR USES UNDER CURRENT ZONING:**
The subject properties are currently undeveloped. Under the current zoning, R-4C (Multi-Dwelling High Density Limited Retail and Office-Conditional), the properties do not have a density limitation; however, the condition limits the height to only single-story.

**SITE SUITABILITY FOR USES UNDER PROPOSED ZONING:**
The zone change request to remove the condition and follow the R-4 (Multi-Dwelling High Density Limited Retail and Office-Conditional) standards would allow for the proposed development to increase the number of units while meeting the required site design elements such as parking, drainage, setbacks, etc.

**ADEQUACY OF PUBLIC FACILITIES AND SERVICES:**
City water, gas and sewer are available and will not be negatively impacted by the zone change request. Basha Arc and Hendee Place provide adequate paved access to the property. Development of these lots will require the installation of sidewalks for the entire length of Hendee Place, and a large portion of Basha to the east. As the properties sit, there is shared access through the three parcels for emergency services.

## STAFF AND PUBLIC COMMENTS

**PUBLIC NOTIFICATION AND INPUT:** Notification letters were mailed to property owners within 500 feet on January 8, 2024. As of January 16, 2024, staff has not received public input.

**STAFF COMMENTS:**
No reviewing department had any negative comments and there have been no objections to the proposed rezoning.

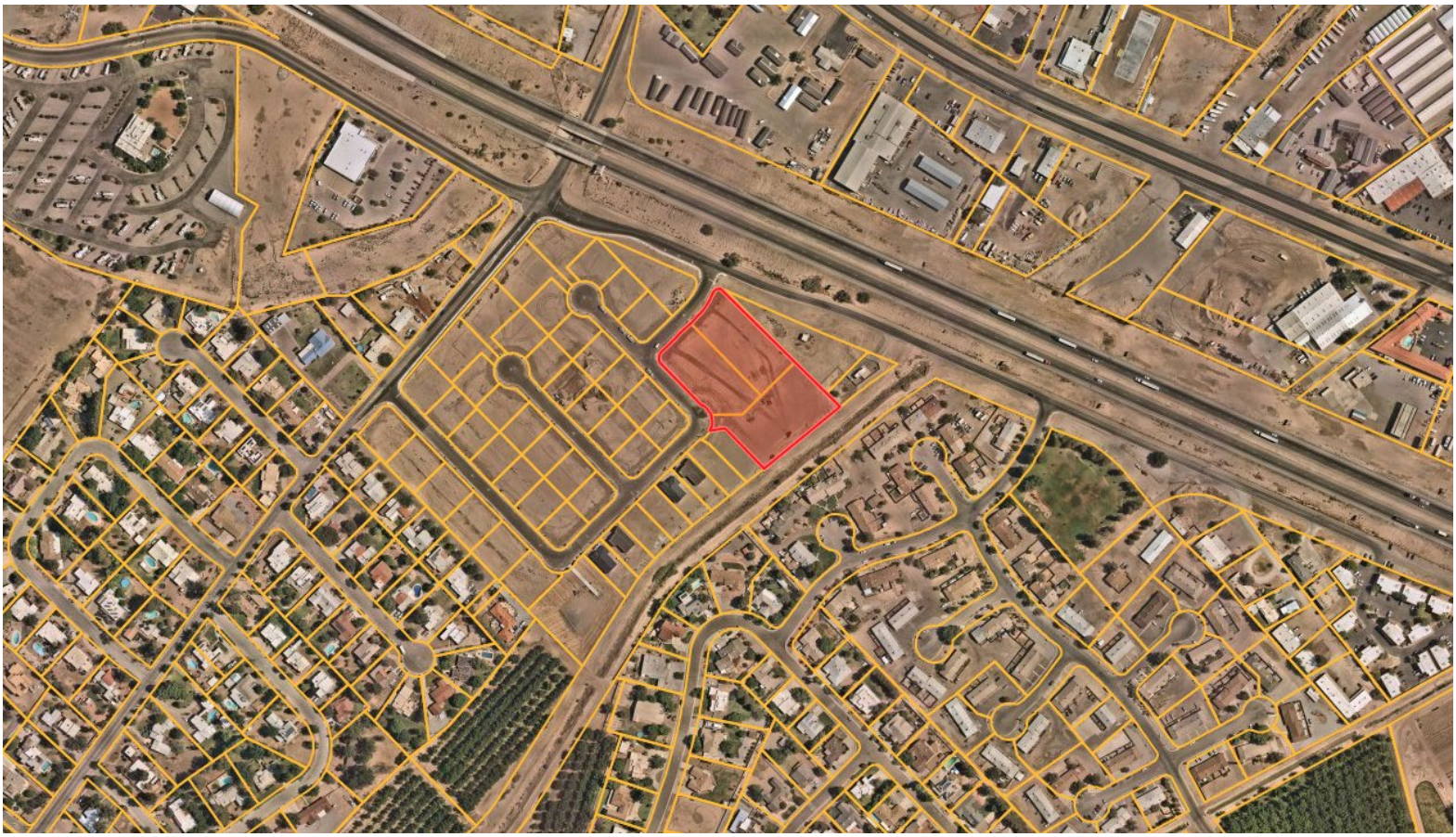
**ATTACHMENTS:**
1. Zoning Map
2. Aerial Map
3. Legal Site Plan
4. Department Review Comments

# ATTACHMENT 1
# Zoning Map

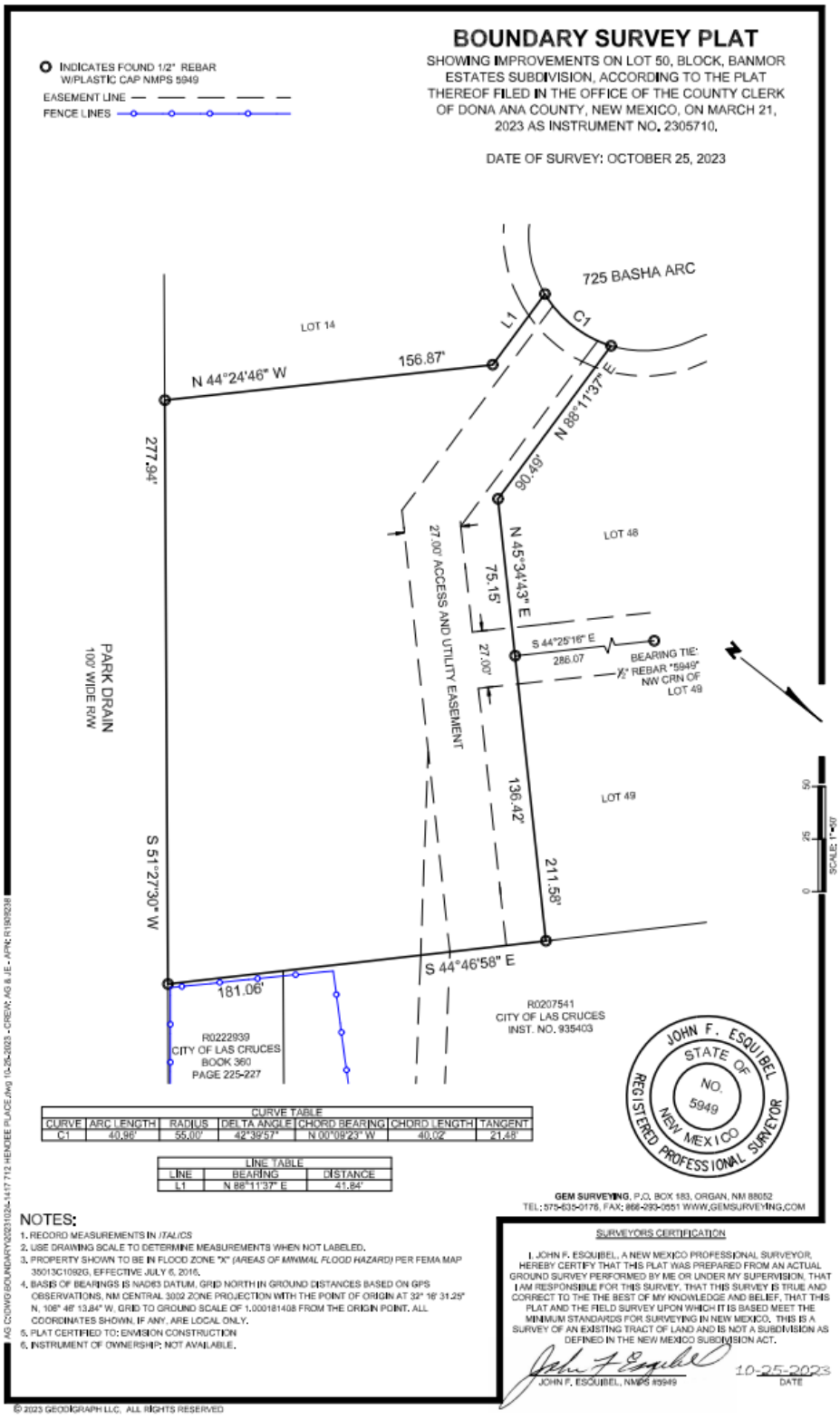


# ATTACHMENT 2

## Aerial Map



# ATTACHMENT 3
# Legal Site Plans



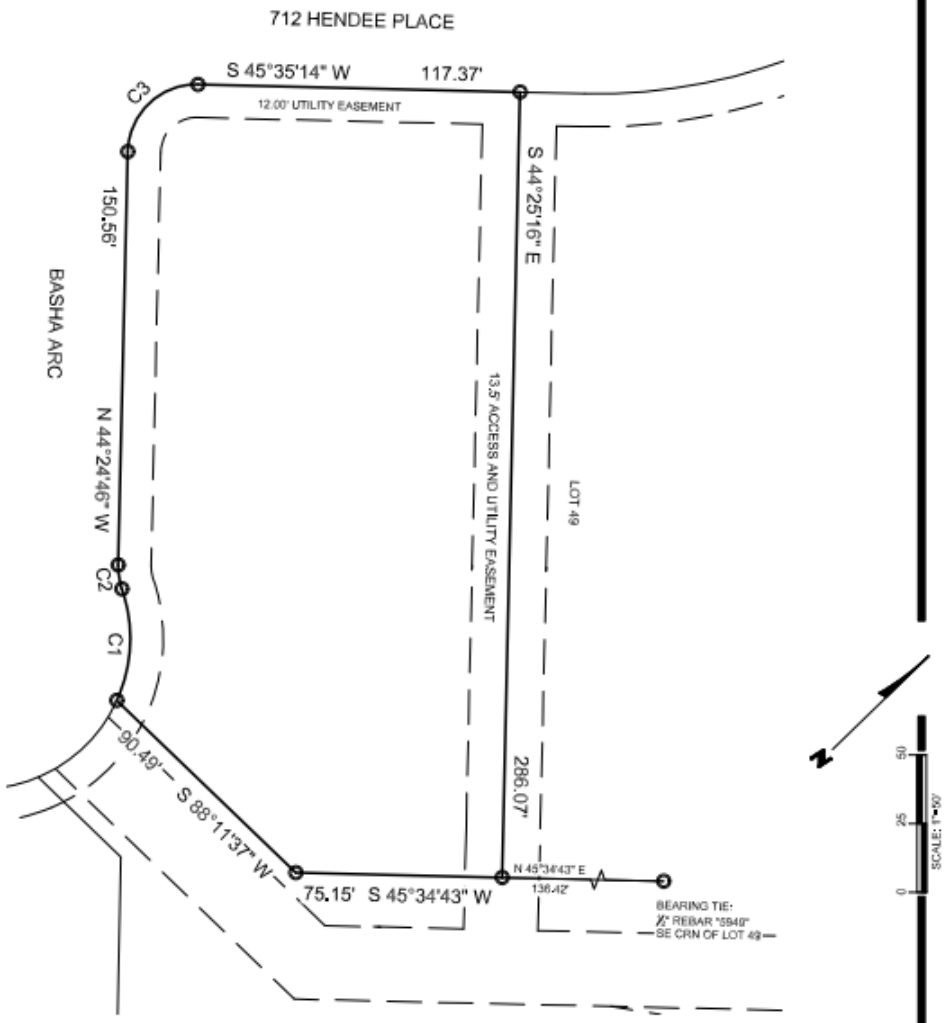
# BOUNDARY SURVEY PLAT

SHOWING IMPROVEMENTS ON LOT 48, BLOCK, BANMOR ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO, ON MARCH 21, 2023 AS INSTRUMENT NO. 2305710.

DATE OF SURVEY: OCTOBER 25, 2023

O INDICATES FOUND 1/2" REBAR W/PLASTIC CAP NMPS 5949

EASEMENT LINE — — — — — —




| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | TANGENT |
| C1 | 41.55' | 55.00' | 43°17'15" | S 43°07'59" E | 40.57' | 21.82' |
| C2 | 8.89' | 25.00' | 20°21'51" | N 54°35'41" W | 8.84' | 4.49' |
| C3 | 39.27' | 25.00' | 90°00'00" | N 00°35'14" E | 35.36' | 25.00' |

JOHN F. ESQUIBEL STATE OF NEW MEXICO NO. 5949 REGISTERED PROFESSIONAL SURVEYOR

GEM SURVEYING, P.O. BOX 183, ORGAN, NM 88052
TEL: 575-635-0178, FAX: 866-293-0551 WWW.GEMSURVEYING.COM

## NOTES:

1. RECORD MEASUREMENTS IN *ITALICS*
2. USE DRAWING SCALE TO DETERMINE MEASUREMENTS WHEN NOT LABELED.
3. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* PER FEMA MAP 35013C1092G, EFFECTIVE JULY 6, 2016.
4. BASIS OF BEARINGS IS NAD83 DATUM, GRID NORTH IN GROUND DISTANCES BASED ON GPS OBSERVATIONS, NM CENTRAL 3002 ZONE PROJECTION WITH THE POINT OF ORIGIN AT 32° 16' 31.25" N, 106° 46' 13.84" W. GRID TO GROUND SCALE OF 1.000181408 FROM THE ORIGIN POINT. ALL COORDINATES SHOWN, IF ANY, ARE LOCAL ONLY.
5. PLAT CERTIFIED TO: ENVISION CONSTRUCTION
6. INSTRUMENT OF OWNERSHIP: NOT AVAILABLE.

SURVEYORS CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. THIS IS A SURVEY OF AN EXISTING TRACT OF LAND AND IS NOT A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

JOHN F. ESQUIBEL, NMPS #5949 — 10-25-2023 DATE

AG C:\DWG\BOUNDARY\20231024-1417 712 HENDEE PLACE.dwg 10-25-2023 - CREW: AG & JE - APN: R195939238

© 2023 GEODIGRAPH LLC, ALL RIGHTS RESERVED

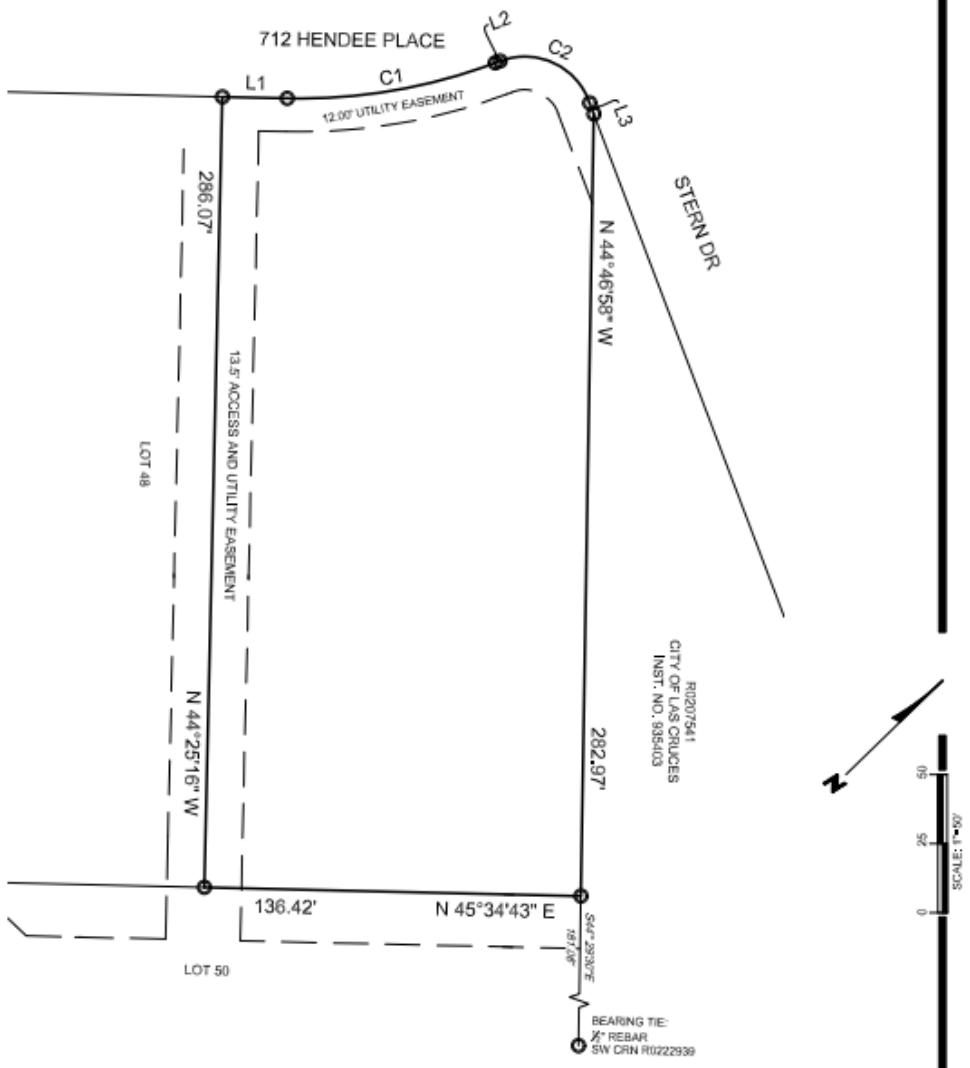
# BOUNDARY SURVEY PLAT

SHOWING IMPROVEMENTS ON LOT 49, BLOCK, BANMOR ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE COUNTY CLERK OF DONA ANA COUNTY, NEW MEXICO, ON MARCH 21, 2023 AS INSTRUMENT NO. 2305710.

DATE OF SURVEY: OCTOBER 25, 2023

O INDICATES FOUND 1/2" REBAR W/PLASTIC CAP NMPS 5949

EASEMENT LINE — — — — —




| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH | TANGENT |
| C1 | 76.88' | 200.00' | 22°01'27" | S 34°34'31" W | 76.41' | 38.92' |
| C2 | 39.85' | 25.00' | 91°33'44" | N 69°20'39" E | 35.83' | 25.89' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N 45°35'14" E | 23.47' |
| L2 | N 23°33'47" E | 1.90' |
| L3 | S 66°36'44" E | 4.27' |

JOHN F. ESQUIBEL
STATE OF NEW MEXICO
NO. 5949
REGISTERED PROFESSIONAL SURVEYOR

**GEM SURVEYING**, P.O. BOX 183, ORGAN, NM 88052
TEL: 575-635-0176, FAX: 866-293-0551 WWW.GEMSURVEYING.COM

## NOTES:

1. RECORD MEASUREMENTS IN *ITALICS*
2. USE DRAWING SCALE TO DETERMINE MEASUREMENTS WHEN NOT LABELED.
3. PROPERTY SHOWN TO BE IN FLOOD ZONE "X" *(AREAS OF MINIMAL FLOOD HAZARD)* PER FEMA MAP 35013C1092G, EFFECTIVE JULY 6, 2016.
4. BASIS OF BEARINGS IS NAD83 DATUM, GRID NORTH IN GROUND DISTANCES BASED ON GPS OBSERVATIONS, NM CENTRAL 3002 ZONE PROJECTION WITH THE POINT OF ORIGIN AT 32° 16' 31.25" N, 106° 46' 13.84" W, GRID TO GROUND SCALE OF 1.000181408 FROM THE ORIGIN POINT. ALL COORDINATES SHOWN, IF ANY, ARE LOCAL ONLY.
5. PLAT CERTIFIED TO: ENVISION CONSTRUCTION
6. INSTRUMENT OF OWNERSHIP: NOT AVAILABLE.

### SURVEYORS CERTIFICATION

I, JOHN F. ESQUIBEL, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. THIS IS A SURVEY OF AN EXISTING TRACT OF LAND AND IS NOT A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

JOHN F. ESQUIBEL, NMPS #5949 — DATE 10-25-2023

© 2023 GEODIGRAPH LLC, ALL RIGHTS RESERVED

AG C:\DWG\BOUNDARY\2023\1026-1417 712 HENDEE PLACE.dwg 10-26-2023 - CREW: NG & JE - APN:R1909239

# ATTACHMENT 4
# Department Review Comments

**Department: Planning**
Status: Approved

**Department: Engineering**
Status: Not required

**Department: Utilities**
Status: Approved

**Department: Fire**
Status: Approved

**Department: Parks and Recreation**
Status: Approved

**Department: Transportation**
Status: Not required

**Department: Flood Review**
Status: Not required

ATTACHMENT "B"

# CITY OF LAS CRUCES

**PLANNING AND ZONING COMMISSION**
**FOR THE**
**CITY OF LAS CRUCES**
**City Council Chambers**
**January 23, 2023 at 6:00 p.m.**

**BOARD MEMBERS PRESENT:**

Scott Kaiser, Chair
Enrico Smith, Vice-Chair
James Bennett, Secretary
Connor Murray, Member
Vanessa Porter, Member

**BOARD MEMBERS ABSENT:**

Joaquin Acosta, Member

**STAFF PRESENT:**

David Weir, Deputy Director Community Planning
Sara Gonzales, Senior Planner
John Castillo, Planner
Christina Abeyta-Corella, Planner
Brad Douglas, City Attorney
Becky Baum, Recording Secretary, RC Creations, LLC

## 9. NEW BUSINESS

**9.3 Case 23ZO0500143:** A proposed zone change request from R-4C (Multi-Dwelling High Density & Limited Retail and Office-Conditional) to R-4 (Multi-Dwelling High Density & Limited Retail and Office) for three parcels encompassing 2.908 ± acres total. The request is to remove the condition that limited buildings to one story in the R-4 zoning district. The properties are located at 712 and 722 Hendee Place, and 725 Basha Arc. Submitted by M&M Building Solutions, Representative. Council District 4.

Kaiser: Moving onto 9.3. A zone change request from R-4C to R-4 at 712 and 722 Hendee Place. I'll turn it over to staff for a presentation.

Abeyta-Corella: Today I'm going to be presenting on a zone change request for 712, 722 Hendee, and 725 Basha Arc. Currently, the property is zoned R-4C, multifamily high density with limited retail and office space, with a condition. The property is 2.908 acres in size. It is three vacant parcels. The condition right now is the building height is limited to one story.

Here we do have the zoning map showing the three parcels. There's one here, one here, and another one down here. We have the aerial view which shows the parcels here. The applicant is looking to rezone the property from R-4C multi-dwelling high density limited retail and office conditional, to just R-4. They would like to remove the height condition of the one story so they can build up. They want to increase multifamily units. They will meet all of the site design elements. They're just asking to build up. Property owners were advised there'd be a subdivision convenance, so the people that have bought lots around or adjacent to the property were notified via the convenance that they have to sign at the time when they purchased the properties.

Here, we have three different site plans for the parcels. So there's the three that are inclusive of this zone change. There are no health, safety, or welfare issues identified by staff. The proposed zone is compatible with the surrounding neighborhood. It is a suburban place type as per Elevate Las Cruces which has emphasis on land uses which include multifamily, single-family, the retail, office uses, and other ancillary uses.

Notice was sent out to the surrounding properties and we did not receive any input, no inquiries, anything. With that staff's recommendations and findings is approval based on the findings supported by Elevate Las Cruces Comprehensive Plan and the 2001 Zoning Code. The zone change request will allow the development of vacant properties in an established area of the City of Las Cruces. The zone change will foster a more rational relationship between the different residential land uses for mutual benefit of all. The proposed development would be consistent with the residential development of the surrounding neighborhood. And the subject property is located on a minor arterial roadway where access to multifamily development and zoning are encouraged.

With that you can vote "yes" to approve, "no" to deny, "yes" to amend with conditions, or vote to table. If it is a denial, new findings or facts will have to be inclusive.

Kaiser: Thank you. Just curious how high would they be allowed to go under the R-4?

Abeyta-Corella: Sixty feet.

Kaiser: Okay. And the total dwelling unit per acre?

Gonzales: Mr. Chair. At the time that this was approved, it was more recent, it was around 2020, it follows our current standards where there is no maximum set on an R-4 property. You have a minimum of 10 dwelling units. There is no maximum. You can just, as long as you meet all site development design standards then you can build as many as you possibly can on the property.

Kaiser: Awesome. Sounds great. Commissioner Smith.

Smith: I just have one a quick question. Do you know whether the developer, their plan is to build more limited retail space or are they looking to build more residential dwellings?

Abeyta-Corella: Chair, Commissioner. They're looking to build apartments, that's going to be residential.

Smith: Okay. Thank you.

Kaiser: Any other questions? All right. Looking to the public. Anybody here wishes to speak on this item tonight, for the two people that remain?

Gonzales: One's the applicant.

Kaiser: All right. Seeing none. Looking for a motion to approve.

Bennett: I make a motion to approve 9.3.

Murray: I second.

Baum: Board Member Smith.

Smith: Yes, based on staff recommendation and the possibility of much needed housing in this area.

Baum: Board Member Murray.

Murray: Yes, based off of Elevate Las Cruces and staff recommendation.

Baum: Board Member Porter.

Porter: Yes, based on staff recommendations.

Baum: Board Member Bennett.

Bennett: Yes, based on staff recommendation and Elevate Las Cruces.

Baum: Chair Kaiser.

Kaiser: Yes, based on staff recommendation and consistency with Elevate Las Cruces.

Baum: Motion passes.