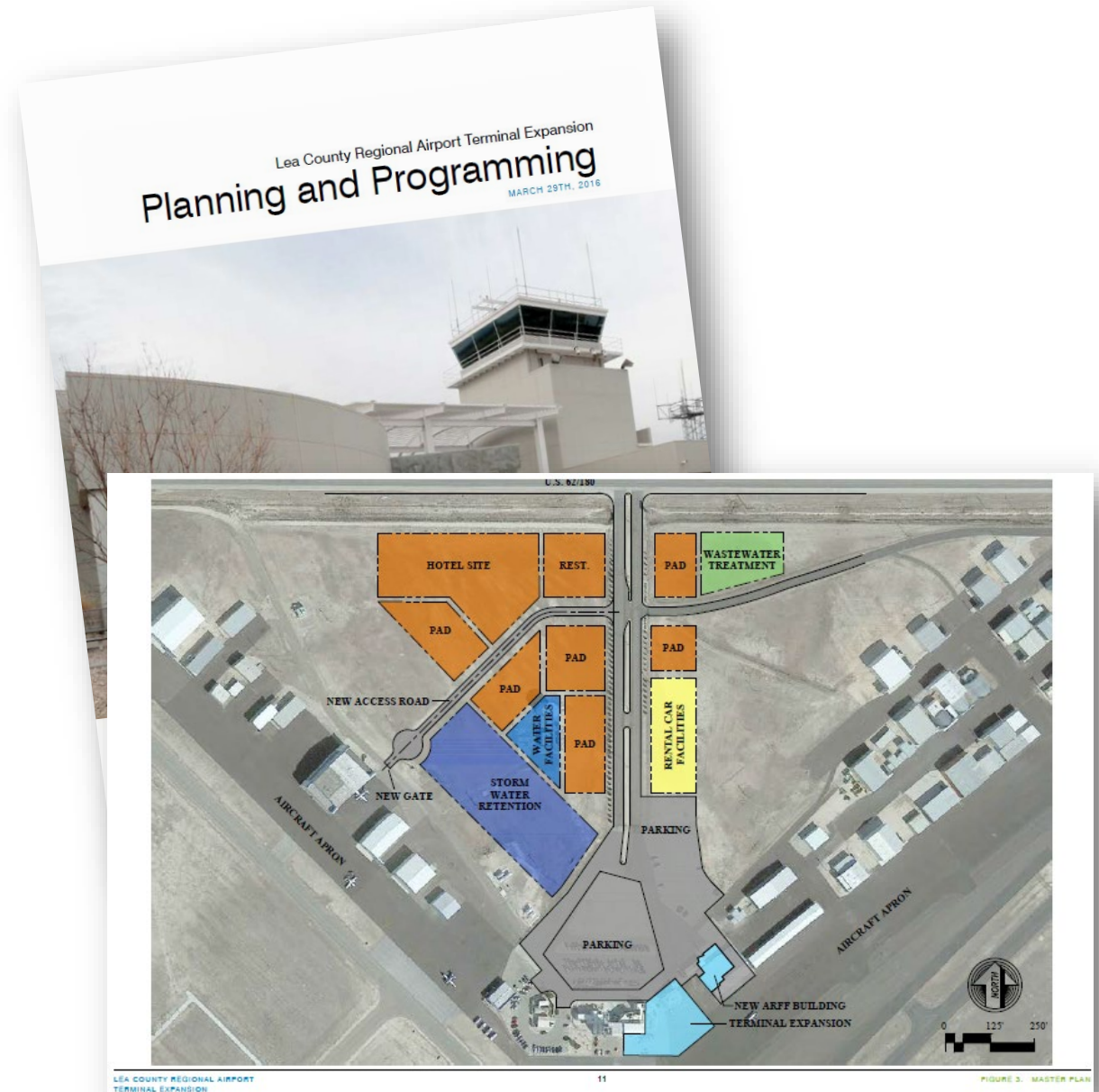


Consideration of Lea County Resolution No. 22-MAR-077R Approving an Agreement between Lea County and the City of Hobbs to Construct and Provide Municipal Water to the Lea County Regional Airport

In 2014, Lea County began the master planning process to include a new fire station, a terminal expansion, a new aircraft apron, an enlarged parking lot, and utilities improvements for existing and future development at the Lea County Regional Airport.

A portion of the utility improvements would include the alternations that would allow Lea County to raze the existing 400,000 gallon water tank originally constructed in 1956 and end the use of the water well.

The installation of a municipal water and sewer system would also allow the future development of larger utility users such as car rental facilities, a hotel, and a restaurant.



Consideration of Lea County Resolution No. 22-MAR-077R Approving an Agreement between Lea County and the City of Hobbs to Construct and Provide Municipal Water to the Lea County Regional Airport

Potential for Future Development and the Impact on Wastewater

It is noted that the County anticipates further development in the immediate area of the Lea County Regional Airport. Development includes a hotel (estimated 85 rooms), a restaurant (Applebee's or similar), and rental car facilities, although other entities may show interest in development too. Larger planes (seating 75) may frequent the airport. The anticipated flow resulting from these potential facilities and additional passengers is shown in Table 7.

Table 7 Wastewater Projection Including Potential Commercial Development

Source	Unit	Quantity	Unit Consumption, gpd	Total Consumption, gpd
ATCT, Terminal	Employee	60	20*	1,200
Terminal	Passenger	600	5*	3,000
ARFF	Dormitory	4	100**	400
Restaurant	Seat	60	40*	2,400
Hotel	Guest	106	70**	7,420
Hotel	Employee	12	10**	120
Rental Car	Employee	4	20*	80
Total Wastewater Generation (Average Day Flow)				14,620

* NMAC
** NMAC



Figure 8
Connection to City of Hobbs SAS System

2.3. Infrastructure

The planned land use require a number of infrastructure improvements. These improvements may happen over an extended period of time.

2.3.1. High Game Security Fence

Currently the airport perimeter is marked by a barbed wire fence. Wildlife management requirements, imposed by the FAA, dictate that the entire airport perimeter be protected by a high game fence to prevent wildlife entry. The design of this new fence is complete and construction is anticipated for 2016 or 2017. As this project progresses, it will be necessary to re-align certain locations of this fence, particularly around the airport entrance, in order to accommodate planned improvements at the airport entrance. Some realignment may also be required in conjunction with the new ARFF building, Terminal Expansion and Parking Lot expansion.

2.3.2. Utilities

Water & Waste Water

City of Hobbs water and waste water service will need to be extended to the development area from its current point of termination approximate 1 mile to the east, along Highway 62. The lines would be run along the main entrance drive to and along the

internal access road to the pad sites. Refer to **Table 1 on page 9** in **Section 3** for the anticipated water and sewer requirements.

Natural Gas

Zia Natural Gas currently serves the airport property with a line along Highway 62. An extension of their line to the development area would run along the main entrance drive to and along the internal access road to the pad sites. Refer to **Table 1** in **Section 3** for the anticipated natural gas requirements.

Electrical

In support of the master plan development of the Lea County Airport area, Xcel Energy (Utility provider to the Lea County Airport) would have to relocate / upgrade the existing utility feed to the area. As such, early coordination with Xcel energy would be required.

Emergency Power

Emergency power will be up to any tenants.

Telecom and Data

Telecom and data service in the vicinity of the Lea County Regional Airport is provided by CenturyLink. CenturyLink would provide services to the development area.

TABLE 1. LEA COUNTY AIRPORT MASTER PLAN UTILITIES

	Water	Sewer	Gas Load
Tower	N/A		
Terminal Building	90 GPM = 2 1/2"	4"	1620 MBH
Hotel	300 GPM = 4"	6"	2025 MBH
Waste Water Treatment	Refer to Civil Narrative		
Restaurant	90 GPM = 2 1/2"	4"	1620 MBH
Restaurant (Pad #3)	90 GPM = 2 1/2"	4"	1620 MBH
Restaurant (Pad # 4)	90 GPM = 2 1/2"	4"	1620 MBH
Store (Pad # 1)	38 GPM = 2"	4"	480 MBH
Store (Pad # 2)	38 GPM = 2"	4"	480 MBH
Store (Pad #5)	38 GPM = 2"	4"	480 MBH
Gas Station (Pad # 6)	38 GPM = 2"	4"	270 MBH
Rental Facility w/ #1, 2, 3 combined	45 GPM = 2"	4"	340 MBH
ARFF Bldg	45 GPM = 2"	4"	340 MBH
Water Facility	Refer to Civil Narrative		



Consideration of Lea County Resolution No. 22-MAR-077R Approving an Agreement between Lea County and the City of Hobbs to Construct and Provide Municipal Water to the Lea County Regional Airport

In April, 2021, the City of Hobbs awarded a water and sewer extension project to extend municipal water and sewer lines west along NM 62/180 adjacent to the Lea County Regional Airport.

The City of Hobbs awarded two bid lots that include the water line to from its termini near Pilot Truckstop to the water main at the Lea County Regional Airport and the gravity sewer main from to a location northeast of the Airport entrance road.

Lea County wishes to enter into a Memorandum of Agreement with the City of Hobbs to allow Lea County Regional Airport to connect to the municipal water system and utilize municipal water for potable water and fire suppression.

The agreement calls for Lea County to pay the City of Hobbs a sum of \$600,000. Included in the payment to the City of Hobbs would include all the waterline site work on Lea County Regional Airport property, and a portion of the water and sewer line along US 62/180.

Not included in this agreement is the sewer lift station, sewer road bore, and sewer line on Lea County Regional Airport property. These items were not awarded by the City of Hobbs in April 2021 and will need to be rebid and an additional Memorandum of Agreement will need to be reached at a later date.

CITY OF HOBBS
200 E. BROADWAY ST.
HOBBS, NEW MEXICO

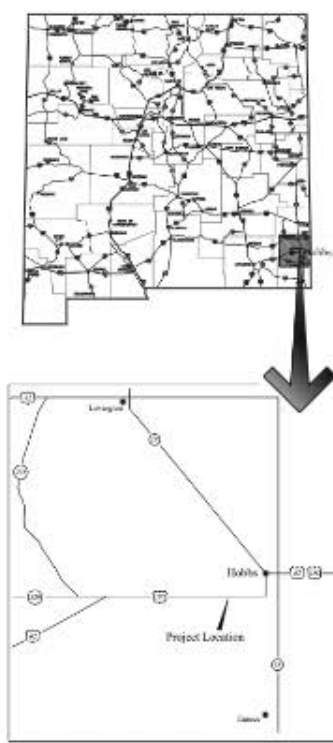
JANUARY 2021

construction plans for the

LEA COUNTY AIRPORT WATER AND SEWER EXTENSION

SAP 19-D2473-GF

MOLZENCORBIN & ASSOCIATES 2021 - 1/27/2021



CERTIFICATION:

I, MICHAEL E. JOHNSON, REGISTERED PROFESSIONAL ENGINEER NO. 25223, HEREBY CERTIFY THAT THE FOLLOWING PLANS AND DESIGN WERE MADE UNDER MY SUPERVISION AND DIRECTED AND THEY ARE, IN TRUTH AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL E. JOHNSON, P.E. NO. 25223


MOLZENCORBIN
 ENGINEERS | ARCHITECTS | PLANNERS

2701 Miles Road SE, Albuquerque, New Mexico 87108 505-242-2700 office 505-242-6072 fax

Molzencorbin Project Number: CES190-20

G-001

Sheet

SAP 19-D2473-GF 1/27/2021

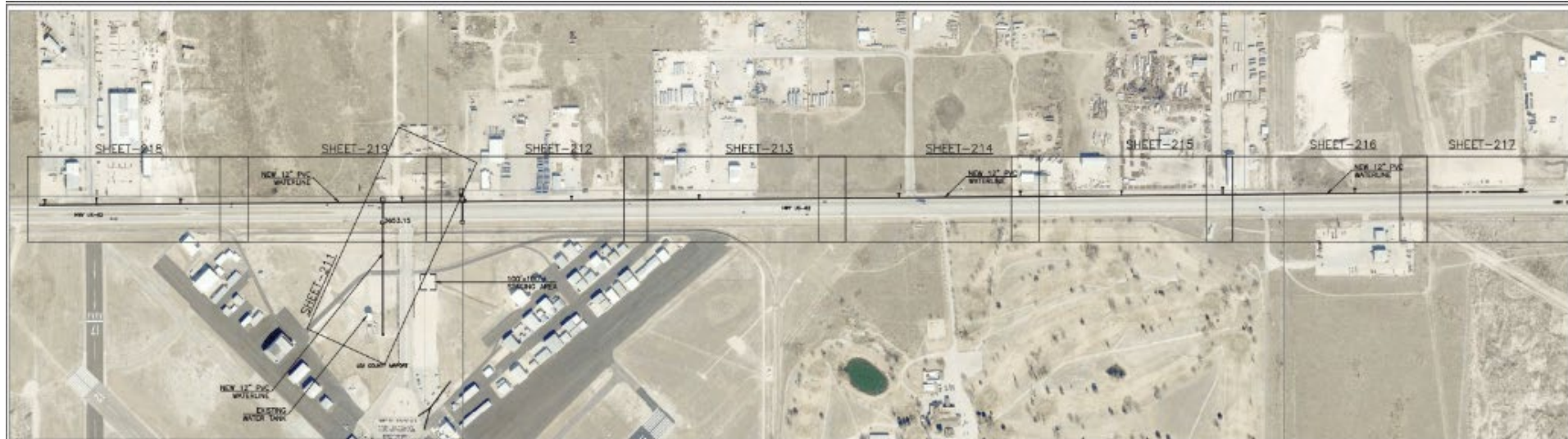
DATE	BY	REVISION

HYDRAULIC SCALE CONFIRMATION
 DRAWINGS ARE CHECKED AT INTERVENS
 IF THIS MAY CAUSE ONE INCH

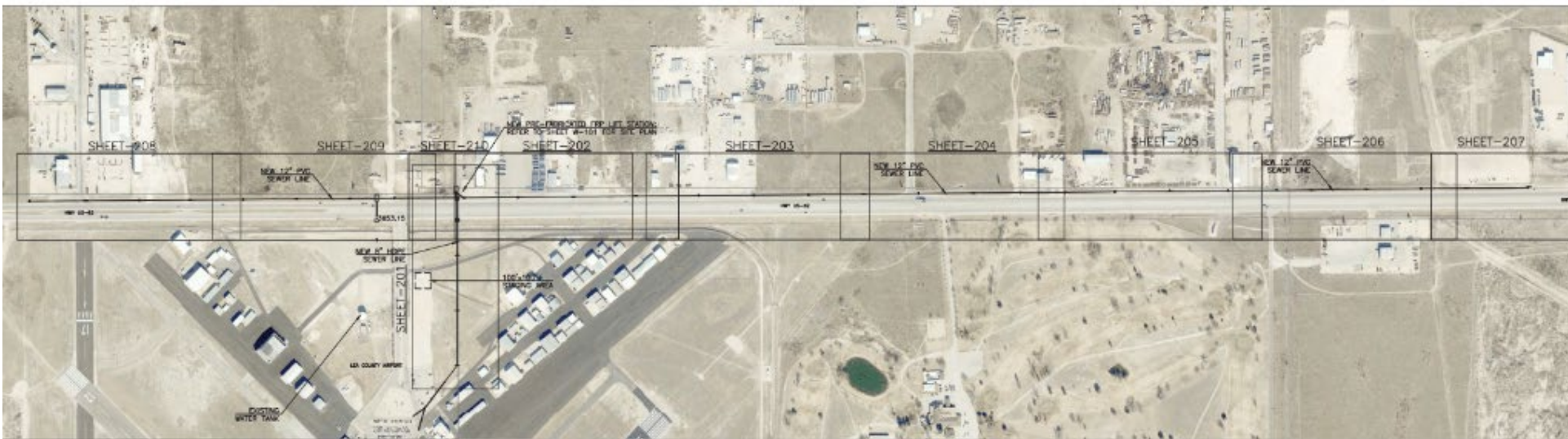
THESE DRAWINGS ARE NOT NECESSARY COMPONENTS FOR THE CONSTRUCTION OF THE PROJECT AND SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR.
 ALL SCALE, TYPING, ARRANGEMENTS, AND PLANS SHOWN ON REPRESENTED IN THIS INSTRUMENT ARE SHOWN BY AND THE PROPERTY OF MOLZENCORBIN & ASSOCIATES AND NOT BE LOANED OR REPRODUCED FOR ANY OTHER PROJECT. THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF MOLZENCORBIN & ASSOCIATES.
 THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF MOLZENCORBIN & ASSOCIATES. IF A POSSIBLE TWO INCH SCALE LOCATION OF LINES AND JUNCTION CONNECTION POINTS IN THE VICINITY OF REQUIRED WORK ARE TO BE SHOWN WITH THE LOCATION SHOWN ON THESE DRAWINGS, FROM TO COMPLETION OF THE CONTRACTOR SHALL OBTAIN AND VERIFY THE LOCATION AND JUNCTION LOCATION OF ALL INTERFERING SHALL A COMPLETION OF THE CONTRACTOR SHALL VERIFY THE LOCATION OF THE CONTRACTOR IS REQUIRED WITH A MINIMUM OF 10%.

NOTICE OF FUTURE PROJECT PROVISION: THIS CONTRACT AGREES THE OWNER TO MAKE PAYMENT WITHIN 45 DAYS AFTER SUBMISSION OF AN UNDISPUTED INVOICE FOR PAYMENT.

Items included in Memorandum of Agreement

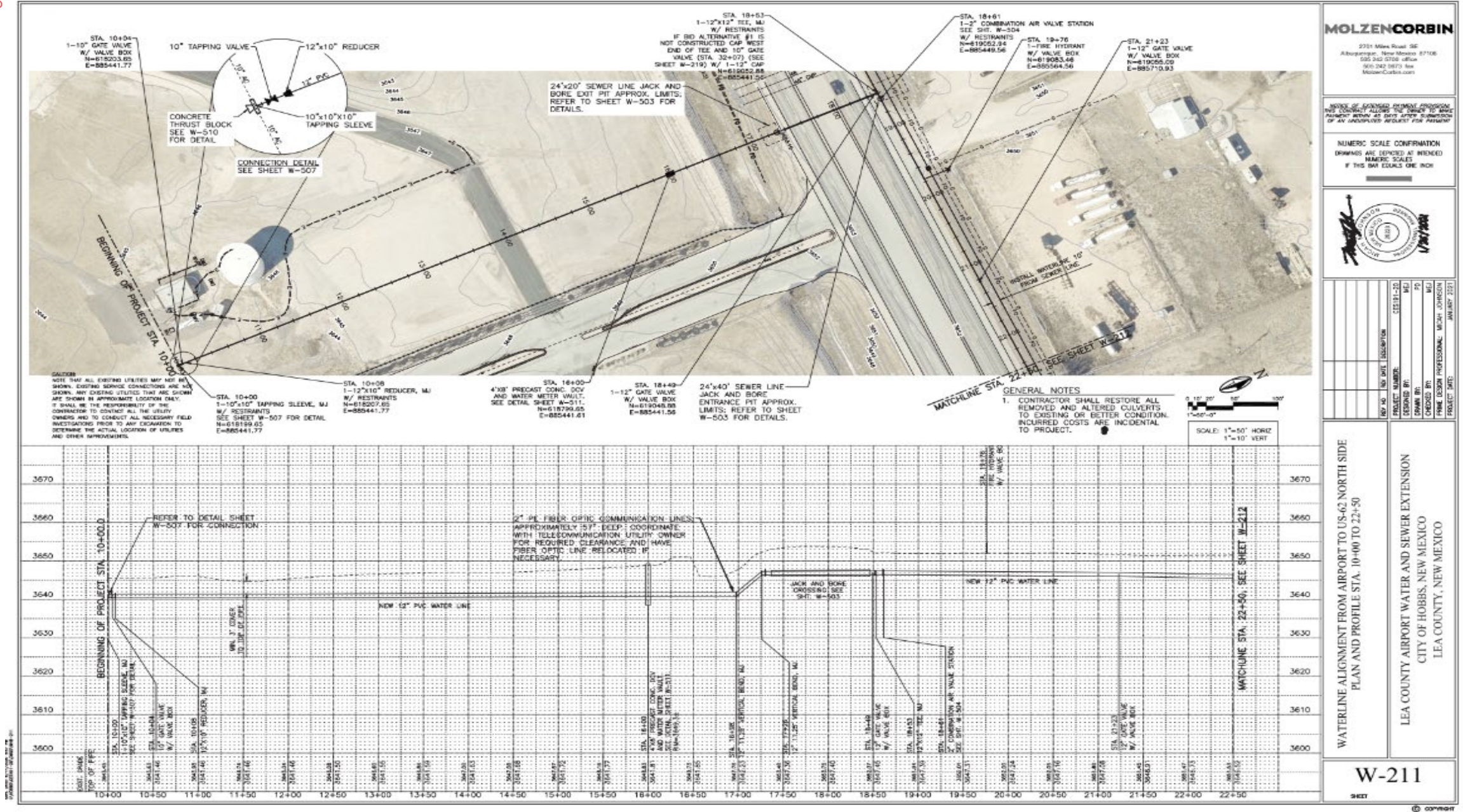


WATERLINE ALIGNMENT SITE MAP AND SHEET IDENTIFICATION



SEWER LINE ALIGNMENT SITE MAP AND SHEET IDENTIFICATION

Consideration of Lea County Resolution No. 22-MAR-077R Approving an Agreement between Lea County and the City of Hobbs to Construct and Provide Municipal Water to the Lea County Regional Airport





Consideration of Lea County Resolution No. 22-MAR-077R Approving an Agreement between Lea County and the City of Hobbs to Construct and Provide Municipal Water to the Lea County Regional Airport

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

This Memorandum of Agreement is made this _____ day of, _____, 2021, by and between the City of Hobbs (hereinafter "CITY") and Lea County, New Mexico (hereinafter "COUNTY").

PURPOSE

The purpose of this Memorandum of Agreement (hereinafter "Agreement") is to memorialize the terms and agreement between the CITY and COUNTY regarding the COUNTY's funding toward the CITY's construction of public infrastructure (water & sewer) located west of West County Road within the 62/180 right of way. CITY and COUNTY agree to cooperate as outlined in this Agreement.

WHEREAS, the CITY and COUNTY agree that public infrastructure located within the 62/180 right of way west of West County Road would benefit both private and public structures located adjacent to the corridor; and

WHEREAS, the availability and utilization of public water and sewer infrastructures serve the health, safety, and wellbeing of Lea County residents by providing safe potable water and acceptance and processing of liquid wastes; and

WHEREAS, on April 19, 2021, CITY approved an action to award "Bid No. 1585-21 Lea County Airport Water and Sewer Extension Project" to Ferguson Construction in an amount not to exceed _____ (not including GRT or Engineering); and

WHEREAS, the Agreement requires payment from the COUNTY to CITY to assist in the construction of the Lea County Airport Water and Sewer Extension Project;

NOW THEREFORE, for good and valuable consideration acknowledged by both parties hereto, the CITY and COUNTY agree as follows:

DUTIES ASSOCIATED WITH FUNDING

I. CITY'S DUTIES

CITY will ensure the following obligations are met:

1. CITY will budget for the acceptance and expenditure of the COUNTY's contribution toward the construction of the Lea County Airport Water and Sewer Extension Project.

Lea County Airport Water and Sewer Extension Project
of way of 62/180 as per the plan set.

Sufficient supporting documentation for actual construction of the Lea County Airport Water and Sewer Extension Project to COUNTY upon request.

Funds contributed by COUNTY are used for the construction of the Lea County Airport Water and Sewer Extension Project and for no other purpose. Should any portion of the funds contributed by COUNTY to the Lea County Airport Water and Sewer Extension Project be unused by CITY, those unused portions shall be returned to COUNTY.

The public funds contributed by COUNTY in any year shall be subject to federal, state, or local laws.

CITY shall maintain the public infrastructures and facilities and pay for the costs associated with the project as outlined herein.

Obligations are met:

For encumbering and appropriating financial resources for the construction of the Lea County Airport Water and Sewer Extension Project in FY 2021-2022.

Funds applied toward the Lea County Airport Water and Sewer Extension Project.

Funds to CITY prior to July 30, 2022.

An accounting of funds used toward the Lea County Airport Water and Sewer Extension Project.

TERMS OF AGREEMENT

This Agreement incorporates all agreements, covenants, and understandings hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this Agreement, and the terms, representations, promises or agreement of

Parties or their agents shall be valid or enforceable.

IMMUNITY

Employees (as defined in the New Mexico Tort Claims Act) shall not be held liable for any claims (s) pursuant to the New Mexico Tort Claims Act, whether as contractor, employee, or agent of CITY and COUNTY and their

responsibility for the negligent, active or passive negligence of any of its own officers and employees, as well as any claims expressly understood by this Agreement and the Lea County Airport Water and Sewer Extension Project and operated by CITY.

WARRANTIES

By executing the Agreement that it is a party to the Agreement to create in the Agreement, or to authorize anyone to execute the Agreement, the parties agree to the provisions of the Agreement, including the provisions relating to suits alleging wrongful damages to property (ies), and/or the CITY, whether as contractor, employee, or agent of CITY.

City insurance or qualify as a

and effect, one year, or until the Lea County Airport Water and Sewer Extension Project is completed. The Agreement guarantees future templates.

be invalid or unenforceable for any reason. If the Agreement is found to be invalid or unenforceable, but the Agreement is otherwise valid and enforceable, then such Agreement shall be enforced as so limited.

IN

between the Parties and may be amended and alterations to the Agreement signed by both parties.

with the laws of the State of New Mexico, the Agreement shall be subject to the jurisdiction of the Court, Lea County, New Mexico.

on execution and approval

e]

Date: _____

Date: _____

Date: _____

Date: _____



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

LCBCC Meeting Date: Thursday, March 31, 2022

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sslout@leacounty.net by: **Wednesday, March 16, 2022**

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

DATE SUBMITTED mm-dd-yyyy: 03/23/2022	SUBMITTED BY Name, Title, Dept: Corey Needham, PE	
SUBJECT: Memorandum of Agreement between Lea County and City of Hobbs for construction of water and sewer utilities to Lea County Regional Airport	ATTACHMENT(S): MOA	
NO. OF ORIGINALS FOR SIGNATURE: 1	ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 454-18-4125	FISCAL BUDGET YEAR: 2021-22	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Airports that are maintained and improved with new facilities (goal: increase capacity for changing commercial aircraft)		
SUMMARY: <p>In 2014, Lea County began the master planning process to include a new fire station, a terminal expansion, a new aircraft apron, an enlarged parking lot, and utilities improvements for existing and future development at the Lea County Regional Airport.</p> <p>A portion of the utility improvements would include the alternations that would allow Lea County to raze the existing 400,000 gallon water tank originally constructed in 1956 and end the use of the water well.</p> <p>The installation of a municipal water and sewer system would also allow the future development of larger utility users such as car rental facilities, a hotel, and a restaurant.</p> <p>continued....</p>		
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	See Additional Summary Attached <input type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): approval	Submitter's Signature Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2022.03.23 14:08:59 -06'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be an expenditure of \$600,000 from the Lea Regional Airport Fund. Additional expenditures will be needed to complete the project and the cost will be determined once an RFP is issued and evaluated. Funds are budgeted and available in 454-18-4125.	Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2022.03.28 08:39:16 -06'00'</small>	
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney	
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda 	
Item No. <u>0304</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN		
Approved: _____ Resolution No. <u>22-MAR-077R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

Summary Form Continued...

In April, 2021, the City of Hobbs awarded a water and sewer extension project to extend municipal water and sewer lines west along NM 62/180 adjacent to the Lea County Regional Airport.

The City of Hobbs awarded two bid lots that include the water line to from its termini near Pilot Truckstop to the water main at the Lea County Regional Airport and the gravity sewer main from to a location northeast of the Airport entrance road.

Lea County wishes to enter into a Memorandum of Agreement with the City of Hobbs to allow Lea County Regional Airport to connect to the municipal water system and utilize municipal water for potable water and fire suppression.

The agreement calls for Lea County to pay the City of Hobbs a sum of \$600,000. Included in the payment to the City of Hobbs would include all the waterline site work on Lea County Regional Airport property, and a portion of the water and sewer line along US 62/180.

Not included in this agreement is the sewer lift station, sewer road bore, and sewer line on Lea County Regional Airport property. These items were not awarded by the City of Hobbs in April 2021 and will need to be rebid and an additional Memorandum of Agreement will need to be reached at a later date.

This agreement amount was anticipated and budgeted in the current FY 21/22 budget.

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 22-MAR-077R

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN LEA COUNTY AND
THE CITY OF HOBBS TO CONSTRUCT AND PROVIDE FOR MUNICIPAL WATER SERVICE TO THE
LEA COUNTY REGIONAL AIRPORT**

WHEREAS, Lea County Regional Airport provides essential services for transportation, emergency services, and economic development to Lea County; *and*

WHEREAS, Lea County has existing aging water infrastructure that needs to be replaced; *and*

WHEREAS, Lea County desires to connect to the City of Hobbs municipal water system instead of replacing the well and tank system at Lea County Regional Airport; *and*

WHEREAS, Lea County and the City of Hobbs wish to enter an agreement that would enable the City of Hobbs to construct both offsite and utilities on Lea County Regional Airport to connect the municipal system to the airport; *and*

WHEREAS, the agreement also includes compensation for the offsite sewer improvement adjacent along US 62/180.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the memorandum of agreement between Lea County and the City of Hobbs is hereby approved.

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

PASSED AND APPROVED on this 31st day of March, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

Rebecca Long (District 2), Member
Voted: Yes No Abstain

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

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

ATTEST: Keith Manes
 Lea County Clerk

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

By:

Teri Davis, Deputy Clerk

John W. Caldwell, County Attorney

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

This Memorandum of Agreement is made this _____ day of, _____ 2021, by and between the City of Hobbs (*hereinafter* "CITY") and Lea County, New Mexico (*hereinafter* "COUNTY").

PURPOSE

The purpose of this Memorandum of Agreement (*hereinafter* "Agreement") is to memorialize the terms and agreement between the CITY and COUNTY regarding the COUNTY's funding toward the CITY's construction of public infrastructure (water & sewer) located west of West County Road within the 62/180 right of way. CITY and COUNTY agree to cooperate as outlined in this Agreement.

WHEREAS, the CITY and COUNTY agree that public infrastructure located within the 62\180 right of way west of West County Road would benefit both private and public structures located adjacent to the corridor; and

WHEREAS, the availability and utilization of public water and sewer infrastructures serve the health, safety, and wellbeing of Lea County residents by providing safe potable water and acceptance and processing of liquid wastes; and

WHEREAS, on April 19, 2021, CITY approved an action to award "Bid No. 1585-21 Lea County Airport Water and Sewer Extension Project" to Ferguson Construction in an amount not to exceed \$1,440,982 (not including GRT or Engineering); and

WHEREAS, the Agreement requires payment from the COUNTY to CITY to assist in the construction of the Lea County Airport Water and Sewer Extension Project;

NOW THEREFORE, for good and valuable consideration acknowledged by both parties hereto, the CITY and COUNTY agree as follows:

DUTIES ASSOCIATED WITH FUNDING

I. CITY'S DUTIES

CITY will ensure the following obligations are met:

1. CITY will budget for the acceptance and expenditure of the COUNTY's contribution toward the construction of the Lea County Airport Water and Sewer Extension Project.

2. CITY shall construct the Lea County Airport Water and Sewer Extension Project, within the right of way of 62\180 as per the plan set.
3. CITY shall provide sufficient supporting documentation for actual expenses incurred related to the construction of the Lea County Airport Water and Sewer Extension Project to COUNTY upon request.
4. CITY shall ensure all funds contributed by COUNTY are used exclusively toward the construction of the Lea County Airport Water and Sewer Extension Project and for no other purpose. Should any portion of the funds contributed by COUNTY to the Lea County Airport Water and Sewer Extension Project be unused by CITY, those unused portions of the funds outlined herein shall be returned to COUNTY.
5. CITY shall not utilize the public funds contributed by COUNTY in any manner that violates and federal, state, or local laws.
6. CITY shall own, operate, and maintain the public infrastructures and shall not subject COUNTY to further costs associated with the project above the amount contemplated herein.

II. COUNTY'S DUTIES

COUNTY will ensure the following obligations are met:

1. COUNTY is responsible for encumbering and appropriating financial contributions in the amount of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) in full within FY 2021-2022.
2. COUNTY shall pay to CITY SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) to be directly applied toward the Lea County Airport Water and Sewer Extension Project.
3. COUNTY shall deliver funds to CITY prior to July 30, 2022.
4. COUNTY may request an accounting of funds used toward the Lea County Airport Water and Sewer Extension Project.

MERGER OF AGREEMENT

This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior statements, representations, promises or agreement of

understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SOVEREIGN IMMUNITY

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

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act. It is expressly understood by this Agreement that the Lea County Airport Water and Sewer Extension Project contemplated herein will at all times be owned and operated by CITY.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action. No other parties in relation to CITY, whether as contractor, subcontractor, or joint venture, shall have any entitlement to seek funds from COUNTY related in any way to their dealings with CITY.

INSURANCE

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

TERM

This Agreement shall continue in full force and effect, one year, or until construction of the Lea County Airport Water and Sewer Extension Project is complete, whichever occurs first. Nothing in this Agreement guarantees future funding by COUNTY beyond what this Agreement contemplates.

SEVERABILITY

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

NO ORAL MODIFICATION

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

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New Mexico. Any legal disputes related to this Agreement shall be subject to the jurisdiction and venue of the Fifth Judicial District Court, Lea County, New Mexico.

EFFECTIVE DATE

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

[Required Signatures on Next Page]

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Dean Jackson,
Lea County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

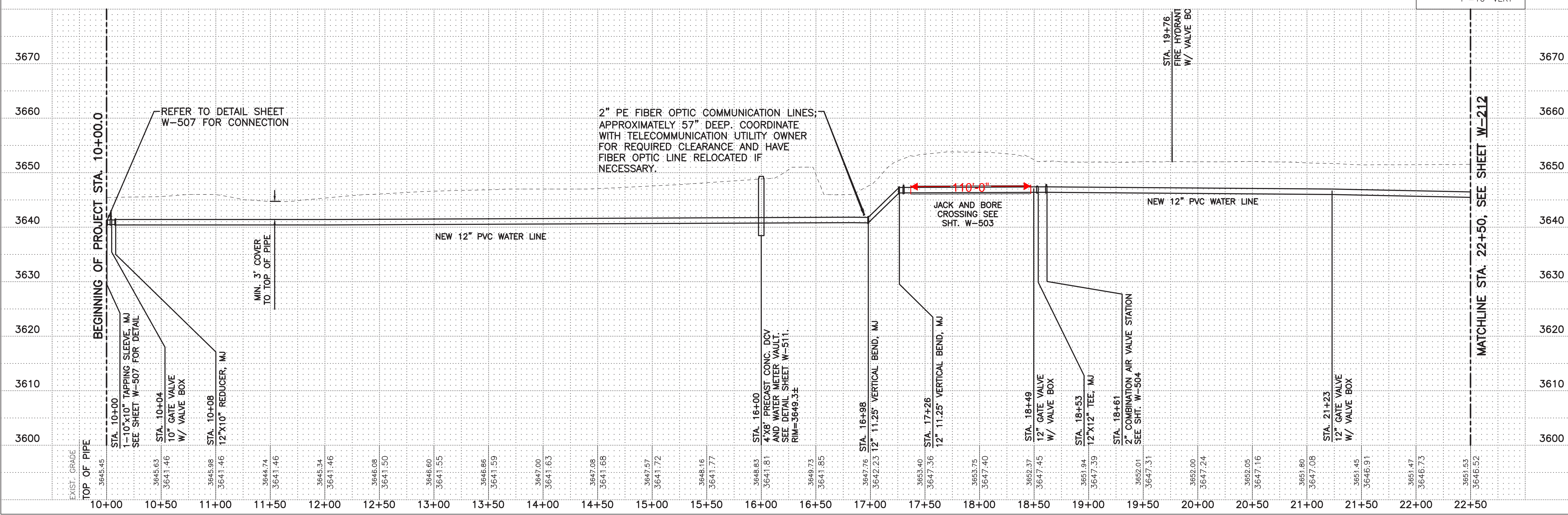
Approved as to Form:

By: _____
John W. Caldwell
County Attorney

Date: _____

By: _____
Efren A. Cortez
City Attorney

Date: _____



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