

SMALL SERVICES AGREEMENT
(\$0.00 - \$20,000)

THIS AGREEMENT is between APEX Technologies (Consultant/Contractor”) and the **City of Alamogordo**, a New Mexico municipal corporation (“City).

**WHEREAS THE CITY AND THE CONSULTANT/CONTRACTOR DO
MUTUALLY AGREE THAT:**

- 1. Scope of Work.** The Consultant/Contractor shall provide services as shown in Exhibit “A” (the “Work”), see Exhibit “A”. The methods and manner Consultant/Contractor uses to accomplish that work are not specified by the City. All work product produced in performance of this agreement are the property of the City and shall be turned over to the City upon request. Nothing produced, in whole or in part, by the Consultant/Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Consultant/Contractor. Consultant/Contractor shall perform the Work in the manner as are customarily performed by one providing such Work in other, same, or similar businesses. Contact person within the City for the purpose of this agreement is: David Kunihiro , 700 Virginia Ave, Alamogordo, NM 88310 575-439-4300
- 2. Compensation.** The City shall pay the Consultant/Contractor for said service \$5617.46 as shown in Exhibit “A,” inclusive of NMGRT (See Exhibit “A”). Said payment to be made by the City upon receipt and certification of an itemized invoice submitted on the Consultant/Contractor’s usual billing form to the City of Alamogordo’s Finance Department. Payment is due within 30 days of receipt of invoice. The Consultant/Contractor, upon final payment of the amounts due under this Agreement, releases the City, its officers and employees, from all liabilities and obligations arising from or under this agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys’ fees and costs of litigation that the Consultant/Contractor may incur.
- 3. Term.** The term of this agreement shall be for one (1) year from the date entered below. The agreement shall be automatically renewed for one additional one-year period, unless either party gives thirty (30) days written notice to the other of non-renewal.
- 4. Time of Commencement and Completion.** The Work shall be commenced immediately within and completed within 30 days unless otherwise agreed to by the parties.
- 5. Status of Consultant/Contractor.** The Consultant/Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Alamogordo. The Consultant/Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this agreement. The Consultant/Contractor acknowledges that all sums received hereunder are reportable by the Consultant/Contractor for tax purposes, including without limitation, self-employment and business income tax. The Consultant/Contractor agrees not to purport to bind the City unless the Consultant/Contractor has express written authority to do so, and then only within the strict limits of that authority. The

Consultant/Contractor will be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment, labor hours of work, working conditions, payment of wages, payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons when required by law.

6. Indemnification. The Consultant/Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this agreement, caused by the negligent act or failure to act of the Consultant/Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Consultant/Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this agreement.

7. Immunity. The parties acknowledge and agree that nothing in the solicitation or this agreement shall be construed as a modification, compromise or waiver by the City of any rights or defenses of any immunities provided by Federal law or the laws of the State of New Mexico to the City or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

8. Equal Opportunity Compliance. In accordance with all such laws of the State of New Mexico, the Consultant/Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the Consultant/Contractor is found not to be in compliance with these requirements during the life of this agreement, Consultant/Contractor agrees to take appropriate steps to correct these deficiencies.

9. Confidentiality. Any confidential information provided to or developed by the Consultant/Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant/Contractor without the prior written approval of the City.

10. Conflict of Interest. The Consultant/Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Consultant/Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

11. Miscellaneous Provisions.

- a. This agreement shall be governed by the laws of the State of New Mexico as to interpretation and performance.
- b. This agreement may be amended only in writing signed by both parties.
- c. This agreement may not be assigned in whole or in part without written consent of the City.

IN WITNESS WHEREOF, the City and the Consultant/Contractor have executed this Agreement as of the dates indicated below.

CONSULTANT/CONTRACTOR

Date: Sep 14, 2023

By: *Joshua Tillery*
Joshua Tillery (Sep 14, 2023 17:13 MDT)
Kevin Tillery, Apex Technologies CEO
or Joshua Tillery, Apex Technologies Vice President

NM Taxpayer Identification Number: _____
Federal Taxpayer Identification Number: 26-1200826

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

Date: Sep 14, 2023

By: *David Kunihiro*
David Kunihiro, Chief of Police

ATTEST:

Rachel Hughs
Rachel Hughs, City Clerk



APPROVED AS TO FORM:

Ashley Smith
Ashley Smith (Sep 14, 2023 13:55 MDT)
Ashley Smith, City Attorney

BP
BP
Purchasing Review

APEX Technologies

(575) 527-9070 office

151 S. Walnut, B8

Las Cruces, NM 88001

Contact: Kevin Tillery

E-mail: kevin@apextechnologiesnm.com



August 18, 2023

Proposal To:

Alamo PD

Re: Long-Term Storage Network Video Recorder

CES: 2020-13N-C119-45678

Thank you for the opportunity to provide this proposal for the Network Video Recorder for your Long-Term Storage Facility. Due to the intermittent network data drops between the Long-Term Storage Facility and the office at the Virginia Ave building, there is a loss of video recording for the Long-Term Storage. APEX proposes installing this new NVR at the Long-Term Storage Facility to provide 24/7 recording capability even if the network between locations is intermittent. There will still show loss of data at the Virginia location if the network drops however, data will still be recorded at the Long-Term location and can be played back. The NVR will have the following specifications:

- Intel Core i7 11700K 8-Core CPU
- 64GB DDR4 3600Mhz RAM
- Nvidia RTX 3060 12GB GPU
- 500GB NVMe SSD
- 34TB Storage
- Dual NIC
- Gigabyte Z590 Aorus Elite Motherboard
- 850W Platinum Rated PSU
- Fractal Design Mesh Case
- 240MM AIO Liquid CPU Cooler
- Windows 11 Professional
- 3 Year Hardware Warranty
- 1 Year Labor Warranty

PRICING

Computer/Server:	\$ 5,236.00
Installation (Reinstall all Access and Camera Software)	\$ 353.00
Tax (Labor):	\$ 28.46
TOTAL:	\$ 5,617.46

The above prices, specifications and conditions are satisfactory and accepted. APEX Technologies is authorized to begin work as specified. Full payment is due upon completion of project.

Authorized Customer Representative

Date

Quote Valid through September 30, 2023

Note: Invoices not paid within terms are subject to a 1.25% monthly finance charge.

Signature: *Barbara Pyeatt*

Email: bpyeatt@ci.alamogordo.nm.us

Service agreement for APEX - Long Term 8-30-23

Final Audit Report

2023-09-15

Created:	2023-09-14
By:	Maria Herndon (mherndon@ci.alamogordo.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6IPNBW_J5YG9Uinxv6LFUpVH-k0dobX0

"Service agreement for APEX - Long Term 8-30-23" History

-  Document created by Maria Herndon (mherndon@ci.alamogordo.nm.us)
2023-09-14 - 5:53:30 PM GMT
-  Document emailed to Barbara Pyeatt (bpyeatt@ci.alamogordo.nm.us) for signature
2023-09-14 - 5:57:04 PM GMT
-  Email viewed by Barbara Pyeatt (bpyeatt@ci.alamogordo.nm.us)
2023-09-14 - 7:17:33 PM GMT
-  Document e-signed by Barbara Pyeatt (bpyeatt@ci.alamogordo.nm.us)
Signature Date: 2023-09-14 - 7:42:18 PM GMT - Time Source: server
-  Document emailed to David Kunihiro (dkunihiro@ci.alamogordo.nm.us) for signature
2023-09-14 - 7:42:19 PM GMT
-  Email viewed by David Kunihiro (dkunihiro@ci.alamogordo.nm.us)
2023-09-14 - 7:53:48 PM GMT
-  Document e-signed by David Kunihiro (dkunihiro@ci.alamogordo.nm.us)
Signature Date: 2023-09-14 - 7:54:07 PM GMT - Time Source: server
-  Document emailed to Ashley Smith (ashsmith@ci.alamogordo.nm.us) for signature
2023-09-14 - 7:54:09 PM GMT
-  Email viewed by Ashley Smith (ashsmith@ci.alamogordo.nm.us)
2023-09-14 - 7:54:34 PM GMT
-  Document e-signed by Ashley Smith (ashsmith@ci.alamogordo.nm.us)
Signature Date: 2023-09-14 - 7:55:45 PM GMT - Time Source: server

 Document emailed to Joshua Tillery (joshua.apextechnologies@gmail.com) for signature

2023-09-14 - 7:55:47 PM GMT

 Email viewed by Joshua Tillery (joshua.apextechnologies@gmail.com)

2023-09-14 - 11:12:45 PM GMT

 Document e-signed by Joshua Tillery (joshua.apextechnologies@gmail.com)

Signature Date: 2023-09-14 - 11:13:50 PM GMT - Time Source: server

 Document emailed to Rachel Hughs (rhughs@ci.alamogordo.nm.us) for signature

2023-09-14 - 11:13:52 PM GMT

 Email viewed by Rachel Hughs (rhughs@ci.alamogordo.nm.us)

2023-09-15 - 2:00:11 PM GMT

 Document e-signed by Rachel Hughs (rhughs@ci.alamogordo.nm.us)

Signature Date: 2023-09-15 - 2:01:23 PM GMT - Time Source: server

 Agreement completed.

2023-09-15 - 2:01:23 PM GMT