

## **PERSONAL PROTECTIVE EQUIPMENT AGREEMENT**

**THIS AGREEMENT** is made and entered into on the date of execution written below between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and the undersigned Business (hereinafter referred to as the "Business").

**WHEREAS**, on March 11, 2020, and thereafter, Governor Michelle Lujan Grisham and her administration issued Executive Order 2020-004, Order Declaring a State of Public Health Emergency relating to the spread of COVID-19 and a series of additional orders related to the same topic; and

**WHEREAS**, City Council has enacted R-2020-064, establishing \$125,000 to provide personal protection and other required screening equipment (collectively referred to herein as "PPE") to small local businesses with 5 or fewer employees and who otherwise meet the requirements of R 2020-064; and

**WHEREAS**, City Council has enacted O-2020-025, establishing \$1,000,000 to supplement funding to provide PPE to small local businesses with 50 or fewer employees who otherwise meet the requirements of O-2020-25 (R-2020-064 and O-2020-25 shall collectively be referred to herein as "City PPE Laws").

**NOW THEREFORE**, the Business agrees as follows:

### ARTICLE I: GRANT DESCRIPTION AND AMOUNT.

A. Grant Description. The Grant established in the City PPE Laws to provide PPE to eligible businesses.

B. Use of Grant. As an express condition of the receipt of PPE, the Business certifies the following:

1. Business will use the PPE awarded by the Grant exclusively for the purpose of implementing the preventative measures set forth in the above-referenced City PPE Laws and related public health orders as those laws apply to Business;

2. Business has 50 or less employees \_\_\_\_\_ or 5 or less employees including the Owner \_\_\_\_\_ (mark which one is applicable);

3. Business is a registered business located within the Albuquerque city limits that has employees who do not telecommute;

4. Business will only collect a single package of the PPE from one distribution location; and

5. Business will provide the information requested about their business to the distribution location prior to receiving the package of PPE.

ARTICLE II. BUSINESS REPRESENTATIONS. The Business hereby represents and warrants the following:

A. This Agreement has been duly authorized by the Business, the person executing this Agreement has authority to do so on behalf of Business, and, once executed by the Business, this Agreement shall constitute a binding obligation of the Business, enforceable according to its terms.

B. The Business is in compliance with the City's business registration requirements. C. The Business will comply with all applicable federal and state laws, rules and regulations.

ARTICLE III. AUDITS AND INSPECTIONS/INSPECTOR GENERAL ORDINANCES.

The Business understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

ARTICLE IV. LIABILITY. The City shall not be responsible for liability incurred as a result of the Business's acts or omissions in connection with this Agreement. The Business releases the City from all claims, causes of action or other liability to the City in connection with this Agreement. Any liability by the City to third parties in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et. seq. NMSA 1978.

ARTICLE V. DISCLOSURE OF CONFIDENTIAL INFORMATION. The Business understands that the City is a governmental entity and subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq. NMSA 1978). Notwithstanding anything contained herein to the contrary, the City shall have no liability for disclosure of information submitted by Business if the City determines that it is obligated to disclose such information under the Inspection of Public Records Act or if disclosure is made for any other lawful purpose.

ARTICLE VI. CONFLICT OF INTEREST. No officer, agent or employee of the Business will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest that is prohibited by the City's charter or other conflict of interest laws or other applicable laws.

ARTICLE VII. APPROPRIATIONS. Notwithstanding any provisions in this Agreement, the City's performance of this Agreement is contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement may be terminated upon written notice given by the City to the Business. All obligations of the City and all of its interest in this Agreement will cease upon termination of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Business and shall be final.

ARTICLE VIII. ELECTRONIC SIGNATURE. The Business agrees that this agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

By my signature below, I certify that I have read, understand and agree to the above statements in their entirety.

BUSINESS Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Years In Business \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Work Number: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_, Zip: \_\_\_\_\_

Business Physical Address

\_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

NMOBA Member (Circle one): Yes No

Located in Albuquerque (Circle one): Yes No

Low or Moderate Income Business Owner (Circle one): Yes No

Number of employees as of 3/1/2020 \_\_\_\_\_ Current Number of employees \_\_\_\_\_

Industry Type: \_\_\_\_\_

Woman owned \_\_\_\_\_ Minority owned \_\_\_\_\_ Veteran owned \_\_\_\_\_

Signature: \_\_\_\_\_

Please email completed form to [exec@nmoba.org](mailto:exec@nmoba.org) or bring with you to the pick up location.