



Regular Meeting Thursday, April 8, 2021 9:00 A.M.

Lea County Courthouse - Commission Chambers 100 North Main Lovington, New Mexico





### Lea County Board of County Commissioners Regular Meeting

Thursday, April 8, 2021 9:00 A.M.

### Lea County Courthouse - Commission Chambers - 100 North Main, Lovington, New Mexico

Notice of this Meeting has been given to the Public in Compliance with Section 10-15-4 NMSA 1978

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Lea County Manager's office located in the Lea County Courthouse in Lovington, New Mexico at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Lea County Manager's Office at the Lea County Courthouse if a summary or other type of accessible format is needed.

This Meeting is Open to the Public - No More Than 20 Persons in a Meeting Space - Maintain 6 Feet Distance Multiple Public Areas Will Be Open in the Courthouse for the Public to View the Board Meeting

### **AGENDA**

Call to Order ~ Roll Call ~ Pledge of Allegiance ~ Invocation

#### ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 21-APR-074R Approving the March 18, 2021 Regular Meeting Minutes.
- Public Comments (Non Agenda Items).
- Commissioners and Manager Comments.

#### ITEM 02: ACTION ITEMS

- Consideration of Lea County Resolution No. 21-APR-075R Approving a Recommendation from the Lea County Fair & Rodeo Board Authorizing an Agreement between Lea County and HD Veterinary Services, LLC to Provide Veterinarian Services During the 2021 Lea County Fair & PRCA Rodeo. (Chair Larry Wheeler, Fair & Rodeo Board)
- Consideration of Lea County Resolution No. 21-APR-076R Approving a Recommendation from the Lea County Fair & Rodeo Board Authorizing an Agreement between Lea County and Leslie Wills as the Stock Contractor for the Lea County Local Team Roping Event During the 2021 Lea County Fair & PRCA Rodeo. (Chair Larry Wheeler, Fair & Rodeo Board)
- Consideration of Proclamation Recognizing April 11 17, 2021 as National Public Safety Telecommunicators Week. (Angela Martinez, Communication Authority Director)
- Consideration of Lea County Resolution No. 21-APR-077R Approving a Sourcewell Contract (Cooperative Purchasing) with Stanley Convergent Security Solutions to Upgrade the Existing Security Control Boards for the Lea County Detention Center. (Warden Ruben Quintana, Detention Center)

- Consideration of Lea County Resolution No. 21-APR-078R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Oil Center Townsite, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M. in Lea County, New Mexico. (Bruce Reid, County Planner)
- Consideration of Lea County Resolution No. 21-APR-079R Approving the Lea County Indigent Claims Burial/Cremation Report. (Chip Low, Finance Director)

### ITEM 03: DISCUSSION ITEMS

Discussion of Lea County's FY 2021 – 2022 Budget. (Chip Low, Finance Director)

#### ITEM 04: EXECUTIVE SESSION

• COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Threatened Litigation Involving Revenue, as Authorized by NMSA 1978 § 10-15-1 H (7).

COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item(s).

#### ITEM 05: OTHER BUSINESS

### **ADJOURN**

~ Please join us for our next regular meeting on Thursday, April 22, 2021 at 9:00 A.M. ~

Consideration of Lea County Resolution No. 21-APR-074R Approving the March 18, 2021 Regular Meeting Minutes

Minutes of Meeting Lea County Board of Commissioners March 18, 2021

Chair Long called the meeting to order at 9:00 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Commissioner Gary G. Eidson, District 3, Jonathan Sena, District 4, and Commissioner Pat Sims, District 5.

Also present were Lea County Manager Michael P, Gallagher II, and Lea County Attorney John W. Caldwell.

Commissioner Sims led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

ITEM 01: COMMISSION

 Consideration of Lea County Resolution No. 21-MAR-059R Approving the March 4, 2021 Regular Meeting Minutes.

Chair Long requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution, No. 21-MAR-059R Approving the March 4, 2021 Regular Meeting Minutes. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

Public Comments

There were no public comments

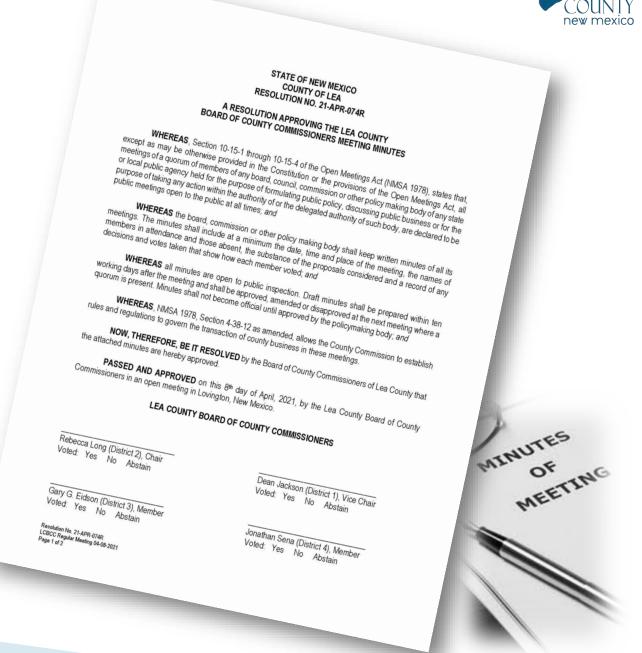
. Commissioners and Manger Comments

Commissioner Eidson stated to keep in mind kids will be returning to school soon and to watch out for kids going and coming from the schools.

Commissioner Sims announced and invited everyone to come out to the kids fishing event at the Eunice lake this Saturday.

Commissioner Sena commented on finishing up the Judicial Complex and stated he hopes in the future the county will look into working on the event center.

Chair Long commented on the trash problem in Lea County.





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

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| DATE SUBMITTED mm-dd-yyyy:   | SUBMITTED BY Name,                   | , Title, Dept:  |
|--|--------------------------------------|---|
| 03/18/2021   | Hollye Shearer/Recording             | Secretary, Deputy Clerk/Clerk's Office  |
| SUBJECT:   | ATTACHMENT(S):                       |   |
| Minutes  | Resolution<br>Draft Minutes          |   |
| NO. OF ORIGINALS FOR SIGNATURE:                                    | ACTION REQUESTED                     |   |
| 1 Resolution; 1 Set of Minutes                                     | Action Item                          |   |
| BUDGET LINE ITEM NUMBER:   | FISCAL BUDGET YEAR                   | R:  |
| N/A  | N/A                                  |   |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan:            |                                      | 0.00000   |
| Section 2 - 6: Transparency and ethical decision making continue   | to be the framework in which the cou | unty operates.  |
| SUMMARY:   |                                      |   |
| See attached draft minutes submitted by Hollye Shemeetings:        | earer, Recording Secretary/De        | eputy Clerk, for the following LCBCC  |
| Requested Items Needed for Presentation E Easel Laptop ✓ Projector | Gasels/Laptop/Projector/Etc.: Other: | See Additional<br>Summary Attached  |
| how many: SUBMITTER'S RECOMMENDATION(S):                           |                                      | Submitter's Signature   |
| Review & Approve Minutes   |                                      | Department Director, Etc.  Sandwalf Stret-Brito   |
| FINANCE DEVIEW Green Impact/Cost                                   |                                      | Reviewed by Finance Director  |
| FINANCE REVIEW Fiscal Impact/Cost:  ByPass Finance Review          |                                      | ByPass Digitally signed by ByPass Finance Review Date: 2021.04.08 13:48:33 -06:00*                    |
| LEGAL REVIEW: (Note: Travel does not need legal review)            |                                      | Reviewed by County Attorney   |
| COUNTY MANAGER REVIEW:   |                                      | Approved by County Manager  |
| Draft minutes emailed to LCBCC on March 19, 2021 for review        |                                      | to be Placed on Agenda Digitally signed by Michael P. Gallegher II Date: 2021 0.40.68 13:48:49 -0500' |
| Item No. 0101 RECORDING SECRETARY'S                                | USE ONLY ~ COMMISSION ACT            | TION TAKEN  |
| Approved: Denied:  |                                      | nert  |
| Resolution No. 21-APR-074R Policy No. Referred To:                 |                                      | dinance No<br>mments;   |
| Notetied to.   | CO                                   | minicino.   |

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-APR-074R

### A RESOLUTION APPROVING THE LEA COUNTY BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

WHEREAS, Section 10-15-1 through 10-15-4 of the Open Meetings Act (NMSA 1978), states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS the board, commission or other policy making body shall keep written minutes of all its meetings. The minutes shall include at a minimum the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken that show how each member voted; and

WHEREAS all minutes are open to public inspection. Draft minutes shall be prepared within ten working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the policymaking body; and

WHEREAS, NMSA 1978, Section 4-38-12 as amended, allows the County Commission to establish rules and regulations to govern the transaction of county business in these meetings.

**NOW**, **THEREFORE**, **BE IT RESOLVED** by the Board of County Commissioners of Lea County that the attached minutes are hereby approved.

**PASSED AND APPROVED** on this 8<sup>th</sup> day of April, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

| Rebecca Long (District 2), Chair                          | Dean Jackson (District 1), Vice Chair                     |
|---|---|
| Voted: Yes No Abstain                                     | Voted: Yes No Abstain                                     |
| Gary G. Eidson (District 3), Member Voted: Yes No Abstain | Jonathan Sena (District 4), Member  Voted: Yes No Abstain |

| Pat Sims (E<br>Voted: Ye | District 5), Member<br>s No Abstain |  |
|--------------------------|-------------------------------------|--|
| ATTEST:                  | Keith Manes<br>Lea County Clerk     | APPROVED AS TO FORM AND LEGAL SUFFICIENCY: |
| By:                      |                                     |  |
| ,                        | Shearer, Deputy Clerk               | John W. Caldwell, County Attorney          |

## Minutes of Meeting Lea County Board of Commissioners March 18, 2021

Chair Long called the meeting to order at 9:00 a.m. in the Lea County Courthouse

Commissioners present were, to wit: Vice Chair Dean Jackson, District 1, Chair Rebecca Long, District 2, Commissioner Gary G. Eidson, District 3, Jonathan Sena, District 4, and Commissioner Pat Sims, District 5.

Also present were Lea County Manager Michael P. Gallagher II, and Lea County Attorney John W. Caldwell.

Commissioner Sims led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.

### ITEM 01: COMMISSION

• Consideration of Lea County Resolution No. 21-MAR-059R Approving the March 4, 2021 Regular Meeting Minutes.

Chair Long requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-MAR-059R Approving the March 4, 2021 Regular Meeting Minutes. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

Public Comments

There were no public comments

Commissioners and Manger Comments

Commissioner Eidson stated to keep in mind kids will be returning to school soon and to watch out for kids going and coming from the schools.

Commissioner Sims announced and invited everyone to come out to the kids fishing event at the Eunice lake this Saturday.

Commissioner Sena commented on finishing up the Judicial Complex and stated he hopes in the future the county will look into working on the event center.

Chair Long commented on the trash problem in Lea County.

### ITEM 02: ACTION ITEMS

• Consideration of Lea County Resolution No. 21-MAR-060R Approving Application SF-424, Certification Regarding Lobbying, and Grant Agreement No. G21SN0017A between Lea County and the Office of National Drug Policy for the High Intensity Drug Trafficking Area (HIDTA) Region VI Drug Task Force Issued for 01/01/2021 to 12/31/2022. (Wm Robert Sullivan, HIDTA Region VI Drug Task Force Coordinator)

Coordinator Sullivan requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-MAR-060R Approving Application SF-424, Certification Regarding Lobbying, and Grant Agreement No. G21SN0017A between Lea County and the Office of National Drug Policy for the High Intensity Drug Trafficking Area (HIDTA) Region VI Drug Task Force Issued for 01/01/2021 to 12/31/2022. The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

 Consideration of Lea County Resolution No. 21-MAR-061R Approving Change Order No. 05 Between Lea County and Lasco Construction for the Lea County Regional Airport Terminal Expansion Project. (Corey Needham, Assistant County Manager)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item.

Commissioner Sims moved to approve Lea County Resolution No. 21-MAR-061R Approving Change Order No. 05 Between Lea County and Lasco Construction for the Lea County Regional Airport Terminal Expansion Project. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

 Consideration of Lea County Resolution No. 21-MAR-062 Approving a Federal Aviation Administration (FAA) Grant Application/Agreement HOB-C Associated with the CARES ACT for Airports. (Corey Needham, Assistant County Manager)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-MAR-062 Approving a Federal Aviation Administration (FAA) Grant Application/Agreement HOB-C Associated with the CARES ACT for Airports. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes;

Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-063R Approving a Federal Aviation Administration (FAA) Grant Application/Agreement HOB Associated with the CARES ACT for Airports. (*Corey Needham, Assistant County Manager*)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution. No. 21-MAR-063R Approving a Federal Aviation Administration (FAA) Grant Application/Agreement HOB Associated with the CARES ACT for Airports. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-064R Approving a Federal Aviation Administration (FAA) Grant Application/Agreement E26 Associated with the CARES ACT for Airports. (Corey Needham, Assistant County Manager)

Assistant County Manager Needham asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-MAR-064R Approving a Federal Aviation Administration (FAA) Grant Application/Agreement E26 Associated with the CARES ACT for Airports. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-065R Approving a Federal Aviation Administration (FAA) Grant Application/Agreement E06 Associated with the CARES ACT for Airports. (Corey Needham, Assistant County Manager)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-MAR-065R Approving a Federal Aviation Administration (FAA) Grant Application/Agreement E06 Associated with the CARES ACT for Airports. The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-066R Approving a Cooperative Educational Services (CES) Task Order with Constructors, Inc to Apply a Tom Overlay on County Road 1 (Orla Roadway) for 1.6 Miles. (Corey Needham, Assistant County Manager)

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution No. 21-MAR-066R Approving a Cooperative Educational Services (CES) Task Order with Constructors, Inc to Apply a Tom Overlay on County Road 1 (Orla Roadway) for 1.6 Miles. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-067R Approving Public Employees Retirement Association (PERA) Volunteer Fire Departments Annual Reporting for Knowles, Maljamar and Monument. (*Lorenzo Velasquez, Emergency Manager*)

Emergency Manager Velasquez requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-MAR-067R Approving Public Employees Retirement Association (PERA) Volunteer Fire Departments Annual Reporting for Knowles, Maljamar and Monument. The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-068R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Set-Back Variance for Green Meadows Subdivision, Unit 2, Block 6, Lot 11B in Section 17, Township 18 South, Range 38 East, N.M.P.M in Lea County, New Mexico. (Bruce Reid, County Planner on Behalf of the Planning & Zoning Board)

County Planner Reid requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution No. 21-MAR-068R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Set-Back Variance for Green Meadows Subdivision, Unit 2, Block 6, Lot 11B in Section 17, Township 18 South, Range 38 East, N.M.P.M in Lea County, New Mexico. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

 Consideration of Lea County Resolution No. 21-MAR-069R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Oil Center, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M in Lea County, New Mexico. (*Bruce Reid, County Planner*)

County Planner Reid requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution No. 21-MAR-069R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Oil Center, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M in Lea County, New Mexico. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-070R Approving the Road Dedication of Reyna Street (Formerly Known as Jerry Lane) in Section 19 and 30, Township 18 South, Range 39 East, N.M.P.M. in Lea County, New Mexico. (*Bruce Reid, County Planner*)

County Planner Reid requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution No. 21-MAR-070R Approving the Road Dedication of Reyna Street (Formerly Known as Jerry Lane) in Section 19 and 30, Township 18 South, Range 39 East, N.M.P.M. in Lea County, New Mexico. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-071R Approving the Road Maintenance of Reyna Street (Formerly Known as Jerry Lane) in Section 19 and 30, Township 18 South, Range 39 East, N.M.P.M. in Lea County, New Mexico. (*Bruce Reid, County Planner*)

County Planner Reid requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-MAR-071R Approving the Road Maintenance of Reyna Street (Formerly Known as Jerry Lane) in Section 19 and 30, Township 18 South, Range 39 East, N.M.P.M. in Lea County, New Mexico. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

Manager Gallagher stated that they were recommending three different members for the Freeholder Committee for the Vacation of Dedicated Alley in Oil Center as mentioned in Resolution No. 21-MAR-069R.

 Reconsideration of Lea County Resolution No. 21-MAR-069R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Oil Center, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M in Lea County, New Mexico. (Michael Gallagher, County Manager)

Manager Gallagher requested reconsideration. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sims moved to reconsidered Lea County Resolution No. 21-MAR-069R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Oil Center, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M in Lea County, New Mexico. The motion was seconded by Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-069R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Oil Center, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M in Lea County, New Mexico. (*Bruce Reid, County Planner*)

County Planner Reid requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 21-MAR-069R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Alley in Oil Center, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M in Lea County, New Mexico. The motion was seconded by Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-072R Approving the Certification of County Fixed Assets List. (*Chip Low, Finance Director*)

Director Low requested approval. Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 21-MAR-072R Approving the Certification of County Fixed Assets List. The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes;

Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

• Consideration of Lea County Resolution No. 21-MAR-073R Authorizing Lea County's Fiscal Year 2020 – 2021 3<sup>rd</sup> Quarter Payment and Certification for the Safety Net Care Pool Fund. (*Chip Low, Finance Director*)

Director Low requested approval. Chair Long asked if there were any public comments concerning this agenda item. Commissioner Sena moved to approve Lea County Resolution No. 21-MAR-073R Authorizing Lea County's Fiscal Year 2020 – 2021 3<sup>rd</sup> Quarter Payment and Certification for the Safety Net Care Pool Fund. The motion was seconded by Commissioner Long. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, no; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, no. The motion passed.

#### ITEM 03: DISCUSSION ITEMS

• Discussion of American Rescue Plan Act. (Michael Gallagher, County Manager)

Manager Gallagher presented a discussion of American Rescue Plan Act.

Chair Long requested a break at 10:32 a.m.

The meeting reconvened at 10:38 a.m.

• Discussion of Lea County's FY 2021 – 2022 Budget. (Chip Low, Finance Director)

Director Low, Sheriff Helton, Director Martinez, Warden Quintana, Director Russell, Director Lara, Director Lathrop, Director Velasquez, and Assistant County Manager Needham presented a discussion of Lea County's FY 2021 – 2022 Budget.

• Discussion of Lea County's Financial Report (February 2021). (Chip Low, Finance Director)

Director Low presented a discussion of Lea County's Financial Report (February 2021).

• Discussion of Lea County's Accounts Payable (February 2021). (Chip Low, Finance Director)

Director Low presented a discussion of Lea County's Accounts Payable (February 2021).

#### ITEM 04: EXECUTIVE SESSION

- Board of County Commissioners
  - Pursuant to Section 10-15-1 H (2) of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss Pending Litigation Phillips v Lea County, D-506-CV-2020-00998, and the Disposal of Real Property in Hobbs, New Mexico, as Authorized by the NMSA 1978 § 10-15-1 H (7) and (8) Respectively.
  - At 11:47 a.m. Vice Chair Jackson moved to convene in Executive Session pursuant to Section 10-15-1 H (7) and (8) Respectively, of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss limited personnel matters involving the Road Department, pending litigation Phillips v. Lea County, D-506-CV-2020-00998, Bland v. Lea County et. Al. 2:20-CV-00135, and the disposal of real property in Hobbs, New Mexico; as Authorized by the NMSA 1978 § 10-15-1 H (2), (7) and (8) Respectively. The motion was seconded by Commissioner. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

The meeting reconvened at 1:10 p.m.

### ITEM 05: OTHER BUSINESS

There was no other business.

The meeting was adjourned at 1:10 p.m.

### BOARD OF COUNTY COMMISSIONERS LEA COUNTY, NEW MEXICO

| Rebecca Long, Chair      |  |
|--------------------------|--|
|                          |  |
| Dean Jackson, Vice Chair |  |
| Gary G. Eidson, Member   |  |
| Jonathan Sena, Member    |  |
| Pat Sims, Member         |  |

ATTEST: Keith Manes

**Hollye Shearer** 

**Lea County Clerk** 

### Public Comments (Non Agenda Items)







### Lea County Board of County Commissioners Regular Meeting

Thursday, April 8, 2021 9:00 A.M.
Lea County Courthouse - Commission Chambers - 100 North Main Avenue, Lovington, New Mexico

### Public Comments - Sign In Sheet

| NAME | PHONE | EMAIL | COMMENT SUBJECT |
|------|-------|-------|-----------------|
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### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC COMMENT SUMMARY FORM Thursday, April 8, 2021 9:00 A.M.

LCBCC MEETING
Lea County Courthouse – Commission Chambers 1st Floor
100 North Main Avenue , Lovington, New Mexico 882620 575.396-8602

Submit this summary form to the Lea County Manager's Office at <a href="leacounty@leacounty.net">leacounty@leacounty.net</a> by: Tuesday, April 6, 2021

| DATE SUBMITTED:  | SUBMITTED BY:                                      |
|--|--|
| CONTACT INFO: Phone No.: Email Address: Malling Address: | See attached Lea County Resolution No. 21-JAN-019R |
|  | Open Meetings and Procedures.                      |
| SUMMARY OF PUBLIC COM                                    | MENT:  |
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| m 0102   | RECORDING SECRETARY'S USE ONLY                     |
| Comments:  |  |

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-JAN-019R

#### **OPEN MEETINGS PROCEDURES**

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or other policy making body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings and held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of the Board of County Commissioners of Lea County (hereinafter "County Commission") shall be held only after reasonable notice to the public; and

WHEREAS, the Open Meetings Act, NMSA 1978, Section 10-15-1(D), requires the County Commission to determine annually what constitutes reasonable notice of its public meetings; and

**WHEREAS**, NMSA 1978, Section 4-38-12, allows the County Commission to establish rules and regulations to govern the transaction of county business in these meetings.

### NOW, THEREFORE, BE IT RESOLVED that:

- 1. All meetings of the County Commission will be held at the Commission Meeting Room at the Lea County Courthouse, 100 N. Main, Lovington, New Mexico 88260, at 9:00 a.m. or as otherwise indicated in the meeting notice.
- Notice of regular meetings will be given at least seven days in advance. The agenda will be available at least seventy-two (72) hours in advance of regular Commission Meetings from the office of the County Manager located on the fourth floor of the Lea County Courthouse, Lovington, New Mexico 88260 and posted on the Lea County website (www.leacounty.net). In addition, a meeting agenda will be sent to all broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have provided a written request for such notice. The agenda will indicate the time, date, place and specific items to be discussed during the County Commission meeting. The County Commission shall take action only on items appearing on the agenda.
- 3. In addition to the Board's regular meetings, work sessions and special meetings may be called at the discretion of the Chairperson or upon the request of two Commissioners upon seventy-two (72) hours notice, in accordance with paragraph 5. The final agenda for work sessions and special meetings shall be available at least seventy-two (72) hours in advance of the work session or special meeting.

- 4. Emergency meetings will be called only under unforeseen circumstances that, if not addressed immediately by the County Commission, will likely result in injury or damage to persons or property or substantial financial loss to Lea County. The County Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairperson or any two Commissioners upon twenty-four hours (24) notice, unless a threat of personal injury, property damage or substantial financial loss requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the County Commission shall report to the Attorney General's office the action taken and the circumstances creating the emergency; provided that the requirement to report to the Attorney General is waived upon the declaration of a state or national emergency.
- 5. For the purposes of regular meetings described in paragraph two of this resolution, as well as special meetings and work sessions described in paragraph three of this resolution, notice requirements are met if notice of the date, time, place and agenda or information on how the public may obtain a copy of such an agenda is posted on the Lea County website and provided to all broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have provided a written request for such notice.
- 6. For the purposes of emergency meetings described in paragraph four of this resolution, notice requirements shall be met if notice of the date, time, place and agenda is posted on the outermost doors of the Courthouse and in the offices of the County Manager, who shall also provide telephonic notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
- 7. In addition to the information specified above, all notices shall include the following language:
  - If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Lea County Manager's office located in the Lea County Courthouse in Lovington, New Mexico at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Lea County Manager's Office at the Lea County Courthouse if a summary or other type of accessible format is needed.
- 8. The County Commission may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirements under the Open Meetings Act, Section 10-15-1(H) NMSA 1978 Comp.
  - A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the County Commission taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated in the motion for closure and the vote on closure of each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in a closed meeting.

- B. If a closed meeting is conducted when the County Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.
- C. Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
- D. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the County Commission in an open public meeting.
- 9. The notice requirements set forth above in paragraphs two, three, and four shall apply to all Boards and Committees appointed by the County Commission.
- 10. The public may address the County Commission on county matters not listed on a meeting's agenda during the portion of the meeting identified as Public Input. All persons, agencies or organizations who desire to discuss public business or matters with the County Commission at a County Commission meeting, must make their request to the County Manager prior to the commencement of the County Commission meeting.
  - A. The request may be oral or written and must include the name of the person making the request and the subject on which they wish to address the County Commission. Such persons addressing the County Commission will be limited to three (3) minutes.
  - B. All persons, agencies or organizations that require additional time to discuss public business or matters with the County Commission, must make their request, in writing, at least seven (7) days prior to the County Commission meeting. Such persons addressing the County Commission will be allowed up to fifteen (15) minutes in the discretion of the Chairperson.
- On matters involving agenda items, the Chairperson will ask for public comments before any vote or other action is taken by the County Commission. Such comments will be limited to three (3) minutes.
- 12. A member of the public body may participate by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking and all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

13. The County Commission may, by Resolution, adopt additional rules and regulations regarding the conduct of the meetings of the County Commission and any of its subordinate Boards or Committees.

PASSED, APPROVED and ADOPTED on this 14th day of January, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

|             |               | - · ·     |
|-------------|---------------|-----------|
| Rebecca Lon | g (District : | 2), Chair |
| Voted: Ves  | No Ah         | stain     |

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

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

ATTEST:

Keith Manes Lea County Clerk

By: Hollye Shearer, Deputy Clerk

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John W. Caldwell, County Attorney

### **Commissioners and Manager Comments**







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

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

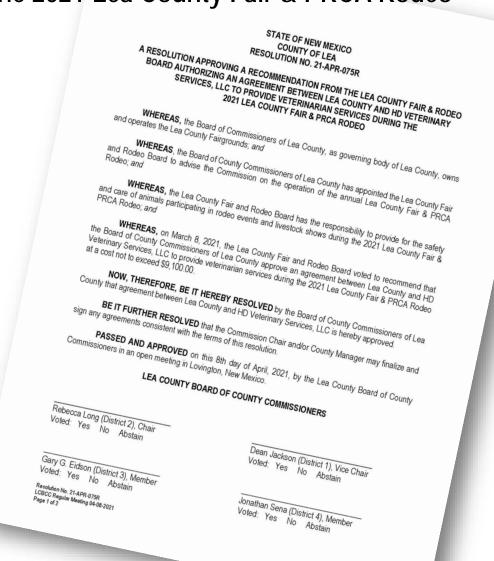
| DATE SUBMITTED mm-dd-yyyy:<br>04/06/2021       |   | Name, Title, Dept:<br>cutive Coordinator/Executive Department  |
|--|---|--|
| SUBJECT:                                       | ATTACHMENT(S  | Andread Commission Com |
| Commission/Manager Comments                    | None  |  |
| NO. OF ORIGINALS FOR SIGNATURE:                | ACTION REQUE  | STED:  |
| None   | Discussion Item   |  |
| BUDGET LINE ITEM NUMBER:                       | FISCAL BUDGET   | TYEAR:   |
| N/A  | N/A   |  |
| STRATEGIC PLAN Implementation of 5 Year S      |   |  |
| Section 2.3: Continuous communication with the | public is beneficial and necessary.                           |  |
| SUMMARY:                                       |   |  |
| Comments from the Commissioners & Co           | ounty Manager   |  |
| Easel Laptop   f checked, how many:            | Presentation Easels/Laptop/Projector/Etc.: Projector ✓ Other: | See Additional<br>Summary Attached   |
| SUBMITTER'S RECOMMENDATION(S):                 |   | Submitter's Signature<br>Department Director, Etc.   |
| Discussion Only                                |   | Sandan Stort Brito   |
| FINANCE REVIEW Fiscal Impact/Cost:             |   | Reviewed by Finance Director   |
| ByPass Finance Review                          |   | ByPass Digitally signed by ByPass Finance Review Date: 2021.04.06 13.48:33 -06'00'   |
| LEGAL REVIEW: (Note: Travel does not need I    | legal review)   | Reviewed by County Attorney  |
| COUNTY MANAGER REVIEW:                         |   | Approved by County Manager to be Placed on Agenda  |
|  |   | Digitally signed by Michael  Michae Colloch Dale: 2021.04.06 13.48 49 -0500  |
| Item No. 0103 RECORDING SE                     | ECRETARY'S USE ONLY ~ COMMISSIO                               | N ACTION TAKEN   |
|  | Denied:   | Other: Commission/Manager Comments   |
| Resolution No Continued To:                    | Policy NoReferred To:   | Ordinance No   |
|  | 130000000000000000000000000000000000000                       | 3  |

Consideration of Lea County Resolution No. 21-APR-075R Approving a Recommendation from the Lea County Fair & Rodeo Board Authorizing an Agreement between Lea County and HD Veterinary Services, LLC to Provide Veterinarian Services During the 2021 Lea County Fair & PRCA Rodeo





HD Veterinary Services, LLC





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

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| not meet the above deadline   | 9.  |  |
|---|---|--|
| DATE SUBMITTED mm-dd-yyyy;  | SUBMITTED BY Name, Title  | e, Dept:   |
| 03/15/2021  | Jim Kemp/General Manager/Le   | a County Fairgrounds   |
| SUBJECT:  | ATTACHMENT(S):  |  |
| 2021 Lea County Fair & PRCA Rodeo Veterinary Services   | Lea County Fair Board Minut     Proposal from Provider  | es   |
| NO. OF ORIGINALS FOR SIGNATURE:   | ACTION REQUESTED:   |  |
| 1. Contract<br>2. Resolution  | Action Item   |  |
| BUDGET LINE ITEM NUMBER:  | FISCAL BUDGET YEAR:   |  |
| 461-332503  | 2021-2022   |  |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan:   |   |  |
| Section 2: Approach & Strategies 4. Leverage resources to the fullest extent to maximize the return Section 3.4 Quality of Life 4. Exposure to entertainment/# of entertainment options at Count  |   | payer  |
| SUMMARY:  |   |  |
| the 2021 Lea County Fair & PRCA Rodeo. The needed services were production. These included the Lea County Horse Show, Lea County (4) PRCA/WPRA performances, Wednesday - Saturday. Services all housed in the livestock barn area. HD Veterinarian Services was the attached estimated cost. The Rodeo Committee recommended to the provider of services be passed. At the Monday, March 8, 2021 Lea Cestimated cost is not exceed \$9,100.00.  Requested Items Needed for Presentation Eas | y Team Roping, Lea County Open Barr<br>Iso would be needed for any instances<br>sole responder to the request relaying<br>e Lea County Fair Board that approval<br>County Fair Board meeting, this recomm | rel Race, PRCA Xtreme Bull Riding, four<br>of veterinarian services with livestock<br>they would be available and enclosed<br>of HD Veterinarian Services as the |
| Easel Laptop Projector  | Other:  | Summary Attached   |
| SUBMITTER'S RECOMMENDATION(S):  |   | Submitter's Signature  |
| It is the recommendation of the Lea County Fair Board Chairman, Larry Wheeler, that this action item be approved.   |   | Department Director, Etc.  Digitally signed by Jim Kemp Remp Date: 2021.03.13 11:05:21   |
| FINANCE REVIEW Fiscal Impact/Cost:  |   | Reviewed by Finance Director   |
| The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund not to exceed \$9,100. Funds will be budgeted in 461-33-2503.  |   | Henry C Digitally signed by Henry C Low Jr Date: 2021.03.26 14:46:06-06'00'  |
| 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 Digitally signed by Michael P. Gallagher II Dele: 2021.04.06 14:45.09  |
| Item No. 0201 RECORDING SECRETARY'S US  | SE ONLY ~ COMMISSION ACTION   | TAKEN  |
| Approved: Denied:   | Other   |  |
| Approved: Denied:   | Other: Ordinal  | nce No.  |
| Continued To: Referred To: Comme  |   |  |

### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-APR-075R

# A RESOLUTION APPROVING A RECOMMENDATION FROM THE LEA COUNTY FAIR & RODEO BOARD AUTHORIZING AN AGREEMENT BETWEEN LEA COUNTY AND HD VETERINARY SERVICES, LLC TO PROVIDE VETERINARIAN SERVICES DURING THE 2021 LEA COUNTY FAIR & PRCA RODEO

WHEREAS, the Board of Commissioners of Lea County, as governing body of Lea County, owns and operates the Lea County Fairgrounds; and

WHEREAS, the Board of County Commissioners of Lea County has appointed the Lea County Fair and Rodeo Board to advise the Commission on the operation of the annual Lea County Fair & PRCA Rodeo: and

WHEREAS, the Lea County Fair and Rodeo Board has the responsibility to provide for the safety and care of animals participating in rodeo events and livestock shows during the 2021 Lea County Fair & PRCA Rodeo; and

WHEREAS, on March 8, 2021, the Lea County Fair and Rodeo Board voted to recommend that the Board of County Commissioners of Lea County approve an agreement between Lea County and HD Veterinary Services, LLC to provide veterinarian services during the 2021 Lea County Fair & PRCA Rodeo at a cost not to exceed \$9,100.00.

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that agreement between Lea County and HD Veterinary Services, LLC 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 8th day of April, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

| Debagge Lang (District 2) Chair                           | Doon Joskson (District 1) Vice Chair                        |
|---|---|
| Rebecca Long (District 2), Chair                          | Dean Jackson (District 1), Vice Chair                       |
| Voted: Yes No Abstain                                     | Voted: Yes No Abstain                                       |
| Gary G. Eidson (District 3), Member Voted: Yes No Abstain | Jonathan Sena (District 4), Member<br>Voted: Yes No Abstain |

| Pat Sims (District 5), Member<br>Voted: Yes No Abstain | -  |
|--|--|
| ATTEST: Keith Manes<br>Lea County Clerk                | APPROVED AS TO FORM AND LEGAL SUFFICIENCY: |
| By: Hollye Shearer, Deputy Cleri                       | John W. Caldwell, County Attorney          |

### ORIGINAL COPY

|  | Effective Date:  |
|--|--|
| LEA COUNTY CONTRACT I  | FOR GOODS AND SERVICES   |
| This Contract is entered into between Lea "Contractor" described below, collectively County.   | County, hereinafter referred to as the "County," and<br>the "Parties", to provide services on behalf of Lea  |
| Contractor Legal Name: HD Veterina   | ry Services  |
| Services Summary Description: Provide  | Animal Care  |
| Initial Period of Performance shall be three   | ough: July 31 - August 7, 2021   |
| Pre-GRT, Total Annual Charges to this co   |  |
|  | ad County procurement requirements as follows:   |
| RFP#,  |  |
|  | BOCC approval date   |
| Bid #,   | BOCC approval date   |
| "Qualified" Professional Service, \$60,00  | 0 or less annually. Qualifications attached.   |
| Three Written Quotes \$60,000 or less ar   | nnually \$20,000 or less annually.   |
| ✓ Sole – Source  | Emergency Procurement  |
| Other: Revenue; non-financial MOA; o   |  |
| has been executed by all parties.  NOTICES: All correspondence regarding the   | all any goods be provided until this contract regardless of the indicated effective date.  nis contract shall be sent to:  |
| Lea County Government  | Contractor: HD Veterinary Services   |
| Department: Lea County Finance Department  | ATTN: Shanna LaCount   |
| ATTN; Kathy McLaughlin   | Title: Owner   |
| Street: 100 N. Main, Ste 4   | Street: 3605 E. Dakota Drive 38 Elizabeth Lin  |
| City, State, Zip: Lovington, NM 88260<br>Phone: 575-396-8655   | City, State, Zip: Lovington, NM 88260  |
| Fax: 575-396-1127  | Phone: -575-631-2421 575-649-2431<br>Fax:  |
| Cell:  | Cell: Same   |
| Email: kmclaughlin@leacounty.net   | Email: slacount@nmjc.edu   |
| Services contracts, the Contractor shall prove contractor's specialized areas of expertise incorporated Attachments. Negotiated for thereafter are subject to review and written defended by For Sealed Bid / Indefinite Quantity contracts. | ODS TO BE PROVIDED: For RFP or Professional vide services to the County on matters relating to the as defined in this Contract and its referenced or es are fixed for the first year. Price adjustments etermination on an individual contract basis.  Les, the Contractor shall have the item(s) or service(s) a "as ordered" basis. No funds are obligated under |
| Section I - Services and Goods Contract - LC and  © Form Revision Date Jan-2015  | HD Veterinary Services Page 1 of 7   |

Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

| ARTICLE 3 - PERIOD           | OF PERFORMANCE           | : The period | of perform   | nance of   | this | Contract                                |
|------------------------------|--------------------------|--------------|--------------|------------|------|---|
| shall commence 07/31/2021    | or date of last          | signature.   | whichever    | is later.  | and  | continue                                |
| through the Initial Period   | of Performance date deta | ailed above. | If stipulate | d in a for | mal  | Proposal                                |
| or Bid solicitation by th    | e County, this Contrac   | t may be re  | enewed for   | up to      |      | •                                       |
| additional years, not to exc | ceed a total of          | years.       |              | •          |      | *************************************** |

- ARTICLE 4 PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Lea County when and where appropriate or as required by the County.
- ARTICLE 5 COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Lea County to the appropriate state agency.
- ARTICLE 6 AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.
- **ARTICLE 7 ASSIGNMENT:** The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.
- ARTICLE 8 BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the

| Section I - Services and Goods Contract - LC and | HD Veterinary Services | Page 2 of 7  |
|--|------------------------|--------------|
| © Form Revision Date Jan-2015                    |                        | 1 450 2 01 / |

administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

**ARTICLE 12 - CONFLICTS OF LAW:** If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

### ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney's fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the

Contractor's performance under this contract. The Contractor's agreement to hold harmless, Section I – Services and Goods Contract – LC and HD Veterinary Services

© Form Revision Date 12-2013

Page 3 of 7

indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractors who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the RFP, BID documents or Attachment A.

**ARTICLE 17 - JURISDICTION AND VENUE:** If any dispute arising under this contract cannot be resolved by negotiation or mediation, the proper jurisdiction and venue for any litigation, if permitted, is the Fifth Judicial District, Lea County Division, Lovington, New Mexico.

ARTICLE 18 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

ARTICLE 19 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon.

Each party shall be responsible for their respective mediation costs.

- ARTICLE 20 MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.
- ARTICLE 21 NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.
- ARTICLE 22 NOTICE TO PROCEED OR COMMENCEMENT OF WORK: expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.
- ARTICLE 23 PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.
- ARTICLE 24 PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.
- ARTICLE 25 PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.
- ARTICLE 26 PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.
- ARTICLE 27 RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

### ARTICLE 30 - SOVEREIGN IMMUNITY:

Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

ARTICLE 32 - TERMINATION: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that cannot be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

| Section I – Services and Goods Contract – LC and | HD Veterinary Services | Page 6 of 7  |
|--|------------------------|--------------|
| © Form Revision Date 12-2013                     |                        | r ago o or / |

ARTICLE 34 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

#### SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

| LEA COUNTY:                        | N.                                     | _        |
|------------------------------------|--|----------|
|                                    | Angroph and DUM                        | 1        |
| County Manager                     | Shana LaCount DMM Print Name and Title | <b>/</b> |
| Date:                              | Date: 3131121                          | V        |
|                                    | *****                                  |          |
| Contractor's NM Taxation and Rever | nue Department ID Number:              |          |

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

| Document Name  | Approved | Comments | Notes   |
|--|----------|----------|---|
| Attachment A - Scope of Work   |          |          | Required all Contracts  |
| Attachment B - Cost per Unit Service   |          |          | Required all Contracts  |
| Attachment C - Contribution Disclosure   | P        |          | Required all Contracts  |
| Attachment D - Related Party Disclosure  |          |          | Required all Contracts  |
| Attachment E - Debarment Certification   |          |          | Required all Contracts  |
| Attachment F - Non Collusion Affidavit   |          |          | Required all Contracts  |
| Attachment G - Insurance Certificates  |          | 1, 5     | By Attachment A Specifications  |
| Attachment H —  1. Business License(s)  2. Professional Licenses  3. Staff Resumes |          |          | Required All Contracts     Required Licensed Professionals     Required all contracts |
| Attachment I - Procurement Method  |          |          | Purchasing Dept. Determines   |
| Attachment J - Other   |          |          | Purchasing Dept. Determines   |

| Section | I - Services and Goods Contract - LC and |
|---------|--|
|         | Pavision Data 12 2012                    |

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

#### Name(s) of Applicable Public Official(s):

Board Of County Commissioners: Chair Rebecca Long, Vice Chair Dean Jackson, Jonathan Sena, Pat Sims, Gary Eidson; Assessor Sharla Kennedy; Clerk Keith Manes; Probate Judge Sandra Goad; Treasurer Susan Marinovich; Sheriff Corey Helton.

| DISCLOSURE OF CONTRIBUTIONS   | BY PROSPECTIVE CONTRACTOR:   |
|---|--|
| Contribution Made By:   |  |
| Relation to Prospective Contractor:                                   |  |
| Date Contribution(s) Made:  |  |
| Amount(s) of Contribution(s)  |  |
| Nature of Contribution(s)   |  |
| Purpose of Contribution(s)  |  |
| (Attach extra pages if necessary)                                     |  |
| Signature   | Date   |
| Title (position)  |  |
| OR —  |  |
| NO CONTRIBUTIONS IN THE AGGI<br>(\$250) WERE MADE to an applicable po | REGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ublic official by me, a family member or representative. |
| Signature   | Date   |
| Title (Position)  |  |

### LEA COUNTY RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

| (NAME OF CONTRACTOR) hereby certifies the   |
|---|
| following in regard to application of the resident / resident veterans' preference to this procurement:   |
| Please check one box only:  |
| Resident Veteran Business:  |
| ☐ I declare under penalty of perjury that my business annual gross revenues did not exceed three million dollars (\$3,000,000) in the preceding tax year. I also declare that my business or myself has not benefited from this preference for more than ten consecutive years.   |
| Resident Business:  |
| ☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.   |
| "I agree to submit a report, or reports, to the State Purchasing Division of the General Services<br>Department declaring under penalty of perjury that during the last calendar year starting January 1 and<br>ending on December 31, the following to be true and accurate:   |
| "In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be. |
| "I understand that knowingly giving false or misleading information on this report constitutes a crime."  |
| I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.  |
| Resident Business/Veteran Business Certificate Number:  |
|   |
| (Signature of Business Representative)* (Date)  |
| *Must be an authorized signatory for the Business.  |
| *The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.   |

\*\* A copy of a valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate must be provided in order to receive preference.

### Related Party Disclosure Form

|  | 17  | *1:                                       | 25                      |  |                              |                  |
|--|---|---|-------------------------|--|------------------------------|------------------|
|  | Yes   | No  | A                       | -  |                              |                  |
|  |   | _   |                         |  |                              |                  |
|  |   |   |                         |  |                              |                  |
| <ol> <li>Are you, or any officer of your company<br/>county officials, administration officials, de-<br/>nave you had any of the following transaction</li> </ol>  | partment heads, key   | manage                                    | ment                    | supervisors of                                     | f the County                 | of Lea and       |
| Sales, Purchase or leasing of proper   | res   | Tho                                       |                         |  |                              |                  |
| Receiving, furnishing of goods, serv   | rices   | -   |                         |  |                              |                  |
| or facilities?   |   | X   |                         |  |                              |                  |
| Commissions or royalty payments  |   | X   |                         |  |                              |                  |
| £  |   |   |                         |  |                              |                  |
| -  |   |   | -                       |  |                              |                  |
| 3. Does any member of the Board of Countilepartment heads, key management supervisompany whether a sole proprietorship, part with the County of Lea?   | sors with the Count<br>nership, or corpora                                  | y of Lea,<br>tion of an                   | have<br>y kin           | any financial<br>d that current                    | interest in vo               | nir              |
|  |   | 200                                       | 11                      |  |                              |                  |
|  | Yes   | _ No                                      | X.                      | -0   |                              |                  |
|  | Yes   | No  | X.                      | -0   |                              |                  |
|  | Yes   | _ No                                      | _                       | -0   |                              |                  |
| n interest in or signature authority over a ba<br>Commissioners; elected county officials, add   | ne present, did you,  | your con                                  | npany                   | , or any office                                    | Board of Cou                 | ntv              |
| in interest in or signature authority over a bat<br>Commissioners; elected county officials, add   | ne present, did you,  | your con<br>benefit o<br>s, depart        | npany<br>f a mo<br>ment | , or any office                                    | Board of Cou                 | ntv              |
| in interest in or signature authority over a bat<br>Commissioners; elected county officials, add   | ne present, did you,<br>ank account for the<br>ministration official        | your con<br>benefit o<br>s, depart        | npany<br>f a mo<br>ment | , or any office                                    | Board of Cou                 | ntv              |
| in interest in or signature authority over a bat<br>Commissioners; elected county officials, add   | ne present, did you,<br>ank account for the<br>ministration official        | your con<br>benefit o<br>s, depart        | npany<br>f a mo<br>ment | , or any office                                    | Board of Cou                 | ntv              |
| in interest in or signature authority over a bat<br>Commissioners; elected county officials, add   | ne present, did you,<br>ank account for the<br>ministration official        | your con<br>benefit o<br>s, depart        | npany<br>f a mo<br>ment | , or any office                                    | Board of Cou                 | ntv              |
| At any time from January 2008 through the initerest in or signature authority over a bacterial commissioners; elected county officials, admitted the County of Lea?  Are you negotiating to employ or do you | ne present, did you,<br>ank account for the<br>ministration official<br>Yes | your con<br>benefit o<br>s, depart        | npany<br>f a ment       | , or any office<br>ember of the I<br>heads, key ma | Board of Cou<br>anagement su | nty              |
| In interest in or signature authority over a background of the country of the country of Lea?  Are you negotiating to employ or do you   | ne present, did you, ank account for the ministration official Yes          | your con<br>benefit o<br>s, departs<br>No | npany<br>f a ment       | , or any office<br>ember of the I<br>heads, key ma | Board of Cou<br>anagement su | nty<br>pervisors |
| in interest in or signature authority over a batcommissioners; elected county officials, admitted the County of Lea?   | ne present, did you,<br>ank account for the<br>ministration official<br>Yes | your con<br>benefit o<br>s, depart        | npany<br>f a ment       | , or any office<br>ember of the I<br>heads, key ma | Board of Cou<br>anagement su | nty              |
| In interest in or signature authority over a background of the country of the country of Lea?  Are you negotiating to employ or do you   | ne present, did you, ank account for the ministration official Yes          | your con<br>benefit o<br>s, departs<br>No | npany<br>f a ment       | , or any office<br>ember of the I<br>heads, key ma | Board of Cou<br>anagement su | nty<br>pervisors |
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| In interest in or signature authority over a background of the country of the country of Lea?  Are you negotiating to employ or do you   | ne present, did you, ank account for the ministration official Yes          | your con benefit o s, depart No _         | npany<br>f a ment       | , or any office<br>ember of the I<br>heads, key ma | Board of Couranagement su    | nty<br>pervisors |
| n interest in or signature authority over a baccommissioners; elected county officials, admitted the County of Lea?  Are you negotiating to employ or do you imployee or officer of County of Lea?           | ne present, did you, ank account for the ministration official Yes          | your con benefit o s, depart No _         | npany<br>f a ment       | , or any office<br>ember of the I<br>heads, key ma | Board of Couranagement su    | nty<br>pervisors |

# NON-COLLUSION AFFIDAVIT

| STATE O                | F NY   |  |   |  |
|------------------------|--|--|---|--|
| County Ol              | (lea)  |  |   |  |
| She                    | una latant   | (name) being first   | duly sworn, deposes and say   | s  |
| that he/she            | e is (title) Doctor of Va  | terrory ile  | dicine  |  |
| of (organiz            | zation) HO Vetering  | Sovices LLC  |   |  |
| who subm               | its herewith to the County of Lea, a propo   | sal:   |   |  |
| That all sta           | atements of fact in such proposal are true:  |  |   |  |
| That said passociation | proposal was not made in the interest of or<br>n, organization or corporation;   | r on behalf of any undisclo  | osed person, partnership, con   | npany,                                   |
| to induce a            | oidder has not, directly or indirectly by agaction prejudicial to the interest of the Concontract; and further,  | reement, communication of<br>unty of Lea, or of any bidd   | or conference with anyone at<br>er of anyone else interested  | tempted<br>in the                        |
| That prior             | to the public opening and reading of prop  | osal, said bidder:   |   |  |
| 1.<br>2.               | Did not directly or indirectly, induce o<br>Did not directly or indirectly collude,<br>anyone else would submit a false or<br>withdraw his proposals;<br>Did not in any manner, directly or ind  | conspire, connive or agre<br>sham proposal, or that a<br>directly, seek by agreeme   | ee with anyone else that said<br>nyone should refrain from<br>nt, communication or confe                        | d bidder or<br>bidding or<br>trence with |
| 4.                     | anyone to raise or fix the proposal poverhead, profit or cost element of their Did not directly or indirectly, submit thereof, or divulge information or datassociation organization, bid deposito group of individuals, except that Coun other financial interests with said bidden | ir proposal price, or of that<br>this proposed price or a<br>ata relative thereto, to an<br>ary or to any member or<br>ty of Lea, or to any perso; | t of anyone else;<br>ny breakdown thereof, or t<br>ny corporation, partnership,<br>agent thereof, or to any inc | the contest<br>company,                  |
|                        | Ву:  |  |   |  |
|                        | Title  |  |   |  |
| SUBSCRI                | BED and sworn to before me this  | day of   | , 20  |  |
| Notary Pul             |  |  |   |  |
| My Comm                | ission Expires:  |  |   |  |

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
- Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative

Typed Name & Title of Authorized Representative

I understand that a false statement on this certification may be ground for rejection of this







# This is to certify that Shanna Nichelle LaCount DVM-2805

is qualified under existing New Mexico law and is authorized by the Board of Veterinary Medicine to practice VETERINARY MEDICINE, DENTISTRY, and SURGERY

03/26/2021

Rebecca J. Washburn, DVM - Chair

March 31, 2022

Issue Date

**Expiration Date** 







# FACILITY LICENSE No. VF-864 **Expiration Date: September 30, 2021**

Issued to:

# **HD Veterinary Services**

38 Elizabeth Lane Lovington, NM 88260

Licensee Manager: Shanna Nichelle LaCount, DVM-2805 Issue Date: October 02, 2020

a licensed veterinary facility in accordance with the New Mexico Veterinary Practice Act (Section 61-14-5.J NMSA 1978) and the Board of Veterinary Medicine Regulations (New Mexico Administrative Code Title 16, Chapter 25, Part 7.)

For questions or concerns, contact the Board's Executive Director at the telephone number below or via email at director@NMBVM.org.

# Rebecca J. Washburn, DVM, Chair

Facility license must be posted in a conspicuous place within the confines of the facility where all clients can easily see and read the information on it.

The facility license is granted to the DVM who is the designated licensee manager of the facility. If the licensee manager resigns or is replaced, or the facility changes physical location, the newly designated licensee manager must immediately apply for a new facility license.



New Mexico Board of Veterinary Medicine 7301 Jefferson Street, N.E., Suite H Albuquerque, NM 87109-4363 Telephone: (505) 553-7021 Fax: (505) 553-7024



| MATTER STATE OF THE PARTY OF TH |                               |             |
|--|-------------------------------|-------------|
| DEA REGISTRAT<br>NUMBER  | TON THIS REGISTRATION EXPIRES | FEE<br>PAID |
| FH2715487  | 7 03-31-2023                  | \$731       |
| SCHEDULES  | BUSINESS ACTIVITY             | ISSUE DATE  |
| 2,2N,<br>3,3N,4,5  | PRACTITIONER                  | 03-27-2020  |
| 38 ELIZABET  | ARY SERVICES, LLC             |             |

CONTROLLED SUBSTANCE/REGULATED CHEMICAL REGISTRATION CERTIFICATE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

# Form DEA-223/511 (9/2016) REPORT **CHANGES PROMPTLY**

#### REQUESTING MODIFICATIONS TO YOUR REGISTRATION CERTIFICATE

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

 visit our web site at deadiversion.usdoj.gov - or
 call our customer Service Center at 1-(800) 882-9539 - or
 submit your change(s) in writing to:
 Drug Enforcement Administration
 Por 2620 P.O. Box 2639 Springfield, VA 22152-2639

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

You have been registered to handle the following chemical/drug codes:

#### **Licensee Details**

**Demographic Information** Title: First: Shanna Middle: Last: LaCountSuffix: DVM DOB: SSN: Gender: Female POB: Citizenship Status: Ethnicity: Home State: Name: Shanna LaCount, DVM Owner: FEIN: MID #: Type: **Address Information License Information** DBA: Lic#: CS00218069 Profession: Pharmacy Type: Controlled Substance Secondary: Status: Active Issued: 8/8/2012 Expiry: 10/31/2023 Effective: 8/8/2012 Reason: License Renewal Date: 11/20/2018 Renewed: 10/26/2020 Deg. Suff: Method: Application State: Country: LOA Issue: LOA Appealed: Result: Effective: **Expiry: Cyclical Reports** No Cyclical Reports **Cyclical Report Summary** No Reports **Prerequisite Information** No Prerequisite Information **Inspection Information** No Inspections **Education Information** No Education Information **Employment Information** No Employment Information **Specialty Information** No Specialty Information **Violation Information** No Violation Information Discipline Information No Discipline Information **Limits/Restriction Information** No Limits/Restriction Information **License Bond Information** No License Bond Information **License CSR Information** Drug Drug Drug Schedule Yes Dea No: Schedule No Schedule Yes 2n: Drug Drua Drug Drug Schedule Yes Yes Yes Yes Schedule 4: Schedule 5: Schedule 3: **Respondent License Information** 

| CheckList I | nformation      |                      | · · · · · · · · · · · · · · · · · · · |  |                  |  |
|-------------|-----------------|----------------------|---------------------------------------|--|------------------|--|
|             |                 | No C                 | CheckList Information                 |  |                  |  |
| Doing Busir | ness As         |                      |                                       |  |                  |  |
|             |                 |                      | No Aliases                            |  |                  |  |
| Aliases     |                 |                      |                                       | annuar and the second s |                  |  |
| Alias: Shar | nna Hardin, DVM |                      |                                       |  |                  |  |
| Related Doo | cuments         |                      |                                       |  |                  |  |
|             |                 | No Re                | lated MLO Documents                   |  |                  |  |
| Course      | Title           | Credit Hours         | Category                              | Date Comple  | ted              |  |
| CE Status   |                 |                      |                                       |  |                  |  |
| Category    | Credits Taken   | Credits Carried Over | Credit Total                          | Max Usable   | Credits Required |  |
| Prior Cycle | CE Courses      |                      |                                       |  |                  |  |
| Course      | Ticle           | Credit Hours         | Category                              | Date Comple  | ted              |  |
| Prior CE Cy | cle Status      |                      |                                       |  |                  |  |
| Category    | Credits Taken   | Credits Carried Over | Credit Total                          | Max Usable   | Credits Required |  |



#### **Request for Proposal for Veterinary Services**

- Prepared for: Lea County Fair and Rodeo, July 31<sup>st</sup>-August 7, 2021
- Description of Services: Full Service Mobile Veterinary Unit including ultrasound unit, on-site pharmacy, wound care, and capability of emergency stabilization in the field. PLEASE NOTE: I do not currently have a radiograph unit, but will try to rent one before the fair.
- Approximate Hours: approximately 60-70, including all hours listed on RFP and additional call time
- Estimated Cost per Hour: \$120 (taxes included)
- Total Cost: \$8,400.00 (taxes included)
- Charges for over 70 hours will drop to \$100 per hour

Respectfully Submitted,

Shanna LaCount, DVM

The schedule is as follows but not limited to:

#### Saturday, July 31st, 2021

5:00am-8:00am- Youth Horse Show, check in horses individually

7:00pm-10:00pm- Mutton Bustin' Slack

#### Sunday, August 1st, 2021

6:00am-11:00am- 4-H & FFA Livestock Check in

4:00pm-10:00pm- Local Team Roping

#### Monday, August 2<sup>nd</sup>, 2021

8:00pm-10:00pm- Open 4D Barrel Race

#### Tuesday, August 3<sup>rd</sup>, 2021

7:00pm-10:00pm - Xtreme Bull Performance



#### Wednesday, August 4th, 2021 through Friday, August 6th, 2021 (Daily)

11:00am - 2:00pm - PRCA Slack

7:00pm - 11:00pm - PRCA Performance immediately followed by PRCA Slack

#### Saturday, August 7th, 2021

11:00pm - 2:00pm - PRCA Slack

7:00pm - 10:00pm - PRCA Performance

#### References

- Travis Howe HD Veterinary Services client and PRCA judge 575-760-0774
- Philip Berry
   HD Veterinary Services client and owner of Berry Performance Horses
   806-474-8594
- Leslie Zepeta
   HD Veterinary Services client and Owner of Zepeta Riding School
   575-495-1537
   Wyomingcowgirl27@yahoo.com
- John Norris
   HD Veterinary Services client and owner of Norris Cattle Company
   575-631-0001
- Junior Hernandez
   HD Veterinary Services client and owner of Legendary Services
   575-602-8400



#### **Business Biography**

HD Veterinary Services is owned and operated by Dr. Shanna LaCount. Serving Lea County and surrounding areas with large animal veterinary services since 2012. HD Veterinary Services can offer a full range of personalized veterinary services, including routine wellness exams, preventative care and maintenance vaccinations, pre-purchase exams, herd health, lameness, and emergency equine care to the residents of west Texas and southeastern New Mexico.

#### **Sponsorship**

HD Veterinary Services has been an active participant and sponsor of the Lea County Fair and Rodeo since 2012. I would like to continue supporting the Lea County Fair and Rodeo in this manner.



## Minutes of Regular Meeting Lea County Fair and Rodeo Board

Monday, March 8, 2021, 6:00 P.M.

Fair Board Meeting Room — 101 S. Commercial Street, Lovington, New Mexico
Notice of this Meeting has been given to the Public in Compliance with Section 10-15-4 NMSA 1978

Larry Wheeler called the meeting to order at 6:05 P.M. at the Lea County Fair Board Meeting Room.

Members Present to Wit: Larry Wheeler, Trey Kerby, Kris Allen, Rick Schaap, Brian Pointer, Vivian Flemens, Marcy Butts, and Kyle Johnston.

Also Present: GM Jim Kemp, AC Brandy Campbell, BM Cristina Wilhoit, Commissioner Sims, Commissioner Jackson, Livestock Superintendent Clyde Wilhoit

#### ITEM 01: FAIR AND RODEO BOARD

Consideration of Approval of the February 8, 2021 Meeting Minutes
 No discussion.

Trey Kerby made motion to approve minutes from the February 8, 2021 special meeting. Kris Allen seconded the motion; motion carried unanimously.

Public Comments

No comments.

Fair & Rodeo Board Member Comments

No comments.

#### **ITEM 02: ACTION ITEMS**

- Consideration of Approval of 2021 Local Team Roping Producer, Leslie Wills
   Chairman Larry Wheeler stated that the bid is less than what it has been in the past since there will not be a freight charge added to the total. No further discussion.
  - Rick Schaap made motion to approve Leslie Wills as the 2021 Local Team Roping Producer. Marcy Butts seconded the motion; motion carried unanimously.
- Consideration of Approval of 2021 Vet, HD Veterinary Services
   Proposal of \$8,400; this was the only proposal received. No further discussion.
  - Kris Allen made motion to approve HD Veterinary Services as the 2021 Veterinarian. Rick Schaap seconded the motion; motion carried unanimously.

#### ITEM 03: DISCUSSION ITEMS

- Discussion of 2021 Entercom Digital Advertising
  - Original proposal ranged from \$10,000 to \$20,000. Board members discussed the uncertainties with this year, and would not like to commit to spending a large sum of advertising funds on one company. The board recommends asking Mr. Harlan to come up with a proposal that falls within the \$6,000 range.
- Discussion of 2021 Livestock Sale Start Time

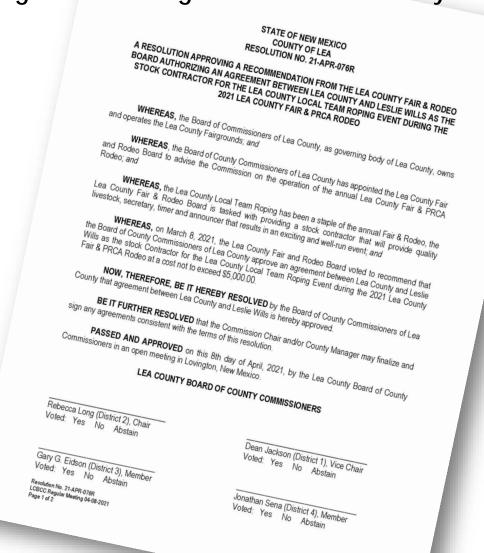
District 1: Vice Chairman Trey Kerby & Chairman Larry Wheeler - District 2: Kris Allen & Rick Schaap

District 3: Todd Roberson & Brian Pointer - District 4: Vivian Flemens & Tyson Pierce - District 5: Kyle Johnston & Marcy Butts

Consideration of Lea County Resolution No. 21-APR-076R Approving a Recommendation from the Lea County Fair & Rodeo Board Authorizing an Agreement between Lea County and Leslie Wills as the Stock Contractor for the Lea County Local Team Roping Event During the 2021 Lea County Fair &

PRCA Rodeo







# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| not meet the above deadline.   |  |   |
|--|--|---|
| DATE SUBMITTED mm-dd-yyyy:   | SUBMITTED BY Name, Title   | , Dept:   |
| 03/15/2021   | Jim Kemp/General Manager/Le  | a County Fairgrounds  |
| SUBJECT:   | ATTACHMENT(S):   | 27  |
| 021 Lea County Fair & PRCA Lea County Local Team Roping 1. Lea County Fair Board Mini  |  | es  |
| Contractor 2. Proposal from Provide  |  |   |
| NO. OF ORIGINALS FOR SIGNATURE:  | ACTION REQUESTED:  |   |
| 1. Contract  | Action Item  |   |
| 2. Resolution  | Acdon Item   |   |
| BUDGET LINE ITEM NUMBER:   |  |   |
| 461-332503   | 2021-2022  |   |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan:  | 4  |   |
| Section 2: Approach & Strategies   |  |   |
| Leverage resources to the fullest extent to maximize the return Section 3.4 Quality of Life     Exposure to entertainment# of entertainment options at County  |  | payer   |
| SUMMARY:   |  |   |
| The Lea County Rodeo Committee requested potential stock contracts announcer for the 2021 Lea County Team Roping event to be held on (1) replying with estimated cost and services provided. Ms. Leslie Will was approved by the Lea County Rodeo Committee. Ms. Wills has prodone a very good job. The Rodeo Committee recommended to the Let the 2021 Lea County Team Roping event. The Lea County Fair Board cost is not exceed \$5,000.00. | Sunday, August 1, 2021. Two (20 co<br>ls, a local stock contractor who freque<br>ovided this service for Lea County mu<br>ea County Fair Board that Leslie Wills | ntractors were contacted, with only one<br>ntly holds team roping events in our area,<br>ltiple times throughout the years and has<br>be approved as the stock contractor for |
| Requested Items Needed for Presentation Ease Easel Laptop Projector  | ls/Laptop/Projector/Etc.:<br>Other:  | See Additional<br>Summary Attached  |
| how many: SUBMITTER'S RECOMMENDATION(S):   |  | Submitter's Signature   |
| It is the recommendation of the Lea County Fair Board Chairman, Larr approved.   | y Wheeler, that this action item be  | Department Director, Etc. Digitally signed by Jim  Jim Kemp Remp Date: 2021.03.13 11:05:21 0700'  |
| FINANCE REVIEW Fiscal Impact/Cost:   |  | Reviewed by Finance Director  |
| The financial impact to Lea County will be expenditures from the Fair 8 Funds will be budgeted in 461-33-2503.   | & Rodeo Fund not to exceed \$5,000.  | Henry C Low Jr  Digitally signed by Henry C Low Jr Date: 2021.03.26 14:41:38-06'00'   |
| 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 Digitally signed by Michael P. Gallegher II   |
|  |  | Date: 2021 04.06 18:09:08<br>-06:00'  |
| Item No. 0202 RECORDING SECRETARY'S US   | E ONLY ~ COMMISSION ACTION   | TAKEN   |
| Approved: Denied:  | Other:   |   |
| Resolution No. 21-APR-076R Policy No. Referred To:   | Ordina   | nce No  |
| Communication Referred In  | Liomma   | ents  |

#### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-APR-076R

A RESOLUTION APPROVING A RECOMMENDATION FROM THE LEA COUNTY FAIR & RODEO BOARD AUTHORIZING AN AGREEMENT BETWEEN LEA COUNTY AND LESLIE WILLS AS THE STOCK CONTRACTOR FOR THE LEA COUNTY LOCAL TEAM ROPING EVENT DURING THE 2021 LEA COUNTY FAIR & PRCA RODEO

**WHEREAS**, the Board of Commissioners of Lea County, as governing body of Lea County, owns and operates the Lea County Fairgrounds; *and* 

WHEREAS, the Board of County Commissioners of Lea County has appointed the Lea County Fair and Rodeo Board to advise the Commission on the operation of the annual Lea County Fair & PRCA Rodeo: and

WHEREAS, the Lea County Local Team Roping has been a staple of the annual Fair & Rodeo, the Lea County Fair & Rodeo Board is tasked with providing a stock contractor that will provide quality livestock, secretary, timer and announcer that results in an exciting and well-run event; and

WHEREAS, on March 8, 2021, the Lea County Fair and Rodeo Board voted to recommend that the Board of County Commissioners of Lea County approve an agreement between Lea County and Leslie Wills as the stock Contractor for the Lea County Local Team Roping Event during the 2021 Lea County Fair & PRCA Rodeo at a cost not to exceed \$5,000.00.

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that agreement between Lea County and Leslie Wills 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 8th day of April, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

| Rebecca Long (District 2), Chair                          | Dean Jackson (District 1), Vice Chair                       |
|---|---|
| Voted: Yes No Abstain                                     | Voted: Yes No Abstain                                       |
| Gary G. Eidson (District 3), Member Voted: Yes No Abstain | Jonathan Sena (District 4), Member<br>Voted: Yes No Abstain |

| •       | vistrict 5), Member<br>s No Abstain |  |
|---------|-------------------------------------|--|
| ATTEST: | Keith Manes<br>Lea County Clerk     | APPROVED AS TO FORM AND LEGAL SUFFICIENCY: |
| Ву:     |                                     |  |
| Hollye  | Shearer, Deputy Clerk               | John W. Caldwell, County Attorney          |

# ORIGINAL COPY

CONTRACT#

|  | Effective Date:  |
|--|--|
| LEA COUNTY CONTRACT  | FOR GOODS AND SERVICES   |
| This Contract is entered into between Lea "Contractor" described below, collectively County.   | County, hereinafter referred to as the "County," and<br>the "Parties", to provide services on behalf of Lea  |
| Contractor Legal Name: Leslie Wills  |  |
|  | k, Secretary, Timer & Announcer for Lea County Local Team Roping Event   |
| Initial Period of Performance shall be thr   |  |
|  |  |
| Pre-GRT, Total Annual Charges to this c  | ontract may not exceed: \$5,000.00   |
| This Contract complies with New Mexico as  | nd County procurement requirements as follows:   |
| RFP#   | BOCC approval date   |
|  |  |
| Bid #,   | BOCC approval date   |
| "Qualified" Professional Service, \$60,00  | 00 or less annually. Qualifications attached.  |
| Three Written Quotes \$60,000 or less as   |  |
|  |  |
| ✓ Sole – Source  | Emergency Procurement  |
| Other: Revenue; non-financial MOA; o   |  |
| outer. Revenue, non-inianeiai MOA, o   | 11   |
| No services shall be rendered nor sh   | nall any goods be provided until this contract   |
| has been executed by all parties,  | regardless of the indicated effective date.  |
| NOTICES: All compound dates and the  |  |
| NOTICES: All correspondence regarding to   |  |
| Lea County Government  | Contractor: Leslie Wills   |
| Department: Lea County Finance Department ATTN: Kathy McLaughlin   | ATTN: Leslie Wills   |
| Street: 100 N. Main, Ste 4   | Title: Owner   |
| City, State, Zip: Lovington, NM 88260  | Street: 370 East State highway 83  |
|  | City, State, Zip: Lovington, NM 88260  |
| Phone: 575-396-8655  | Phone: 575-973-5675  |
|  |  |
|  |  |
| Email: kmclaughlin@leacounty.net   | Email: Leslie.wills@naes.com   |
| Fax: Cell: Email: kmclaughlin@leacounty.net  ARTICLE 1 - SERVICES AND/OR GOO Services contracts, the Contractor shall prov           | Fax: Cell: Email: Leslie.wills@naes.com  ODS TO BE PROVIDED: For RFP or Professional States and the County on matters relating to  |
| incorporated Attachments. Negotiated feathereafter are subject to review and written defor Sealed Bid / Indefinite Quantity contract | as defined in this Contract and its referenced of es are fixed for the first year. Price adjustment etermination on an individual contract basis.  ts, the Contractor shall have the item(s) or service(s a "as ordered" basis. No funds are obligated under |
| Section I – Services and Goods Contract – LC and Form Revision Date Jan-2015   | Leslie Wills Page 1 of 7   |

Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

| ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract                     |
|---|
| shall commence 08/01/2021 or date of last signature, whichever is later, and continue             |
| through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal |
| or Bid solicitation by the County, this Contract may be renewed for up to                         |
| additional years, not to exceed a total of years.   |

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Lea County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Lea County to the appropriate state agency.

**ARTICLE 6 - AMENDMENTS**: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

**ARTICLE 7 - ASSIGNMENT**: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the

| Section I – Services and Goods Contract – LC and | Leslie Wills | Page 2 of 7  |
|--|--------------|--------------|
| © Form Revision Date Jan-2015                    |              | 1 age 2 01 / |

administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

**ARTICLE 10 - CONFIDENTIAL INFORMATION**: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

**ARTICLE 12 - CONFLICTS OF LAW**: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

### ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney's fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the

| Contractor's performance under this cont         | tract. The | Contractor's | agreement | to hold | harmless. |
|--|------------|--------------|-----------|---------|-----------|
| Section I – Services and Goods Contract – LC and |            |              |           |         | ge 3 of 7 |
| © Form Revision Date 12-2013                     |            |              |           |         |           |

indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractors who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the RFP, BID documents or Attachment A.

**ARTICLE 17 - JURISDICTION AND VENUE:** If any dispute arising under this contract cannot be resolved by negotiation or mediation, the proper jurisdiction and venue for any litigation, if permitted, is the Fifth Judicial District, Lea County Division, Lovington, New Mexico.

**ARTICLE 18 - KEY PERSONNEL**: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

**ARTICLE 19 - MEDIATION**: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon.

| Each party shall be responsible | e for their | respective | mediation | costs. |
|---------------------------------|-------------|------------|-----------|--------|
|---------------------------------|-------------|------------|-----------|--------|

| Section I – Services and Goods Contract – LC and | Leslie Wills | Page 4 of 7  |
|--|--------------|--------------|
| C Form Revision Date 12 2013                     |              | 1 450 4 01 / |

- **ARTICLE 20 MERGER OF PRIOR CONTRACTS**: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.
- **ARTICLE 21 NON-APPROPRIATION:** The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.
- ARTICLE 22 NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.
- ARTICLE 23 PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.
- **ARTICLE 24 PERSONAL LIABILITY:** No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.
- **ARTICLE 25 PROCUREMENT CODE**: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.
- ARTICLE 26 PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.
- ARTICLE 27 RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

| Section I – Services and Goods Contract – LC and | Leslie Wills | Page 5 of 7  |
|--|--------------|--------------|
| © Form Revision Date 12-2013                     |              | 1 age 3 01 7 |

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

**ARTICLE 29 - SEVERABILITY**: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

#### **ARTICLE 30 - SOVEREIGN IMMUNITY:**

Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

**ARTICLE 31 - SUBCONTRACTING:** This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

**ARTICLE 32 - TERMINATION**: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that cannot be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

| ARTICLE 33 -       | THIRD P      | ARTY BEN        | EFICIARY:        | It is agreed | between th   | e Parties  | executing |
|--------------------|--------------|-----------------|------------------|--------------|--------------|------------|-----------|
| this Contract that | it is not in | itended by an   | y of the provis  | ions of this | Contract to  | create on  | behalf of |
| the public or any  | member th    | ereof the stat  | us of third part | v beneficiar | y nor to aut | horize any | one not a |
| party to the agree | ment to ma   | intain a suit b | ased upon this   | Contract.    | ,            |            |           |

| Section I – Services and Goods Contract – LC and | Leslie Wills | Page 6 of 7  |
|--|--------------|--------------|
| © Form Revision Date 12-2013                     |              | 1 450 0 01 / |

ARTICLE 34 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

#### SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

| LEA COUNTY:                  |   | _ |
|------------------------------|---|---|
|                              | Loslie wills                            | V |
| County Manager               | Leslie Wills                            | V |
| Date:                        | Print Name and Title  Date: 3 17 120 21 | V |
|                              | *****                                   |   |
| Contractor's NM Taxation and | d Revenue Department ID Number:         |   |

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

| Document Name  | Approved | Comments | Notes   |
|--|----------|----------|---|
| Attachment A - Scope of Work   |          |          | Required all Contracts  |
| Attachment B - Cost per Unit Service   |          |          | Required all Contracts  |
| Attachment C - Contribution Disclosure   |          |          | Required all Contracts  |
| Attachment D - Related Party Disclosure  |          |          | Required all Contracts  |
| Attachment E - Debarment Certification   |          |          | Required all Contracts  |
| Attachment F - Non Collusion Affidavit   |          |          | Required all Contracts  |
| Attachment G - Insurance Certificates  |          |          | By Attachment A Specifications  |
| Attachment H –  1. Business License(s)  2. Professional Licenses  3. Staff Resumes |          |          | Required All Contracts     Required Licensed Professionals     Required all contracts |
| Attachment I - Procurement Method  |          |          | Purchasing Dept. Determines   |
| Attachment J - Other   |          |          | Purchasing Dept. Determines   |

| Business License(s)     Professional Licenses     Staff Resumes | Required All Contracts     Required Licensed Professionals     Required all contracts |
|---|---|
| Attachment I - Procurement Method                               | Purchasing Dept. Determines   |
| Attachment J - Other  | Purchasing Dept. Determines   |

#### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007. Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

#### Name(s) of Applicable Public Official(s):

Board Of County Commissioners: Chair Rebecca Long, Vice Chair Dean Jackson, Jonathan Sena, Pat Sims, Gary Eidson; Assessor Sharla Kennedy; Clerk Keith Manes; Probate Judge Sandra Goad; Treasurer Susan Marinovich; Sheriff Corey Helton.

| DISCLOSURE OF CONTRIBUTION          | ONS BY PROSPECTIVE CONTRACTOR:   |
|-------------------------------------|--|
| Contribution Made By:               |  |
| Relation to Prospective Contractor: |  |
| Date Contribution(s) Made:          |  |
|                                     |  |
| Amount(s) of Contribution(s)        |  |
|                                     |  |
| Nature of Contribution(s)           |  |
|                                     |  |
| Purpose of Contribution(s)          |  |
|                                     |  |
| (Attach extra pages if necessary)   |  |
| Q'                                  |  |
| Signature                           | Date   |
| Title (position)                    |  |
|                                     |  |
| OR                                  |  |
| NO CONTRIBUTIONS IN THE AC          | CODEC AME MODILY OVER THE STATE OF THE STATE |
| (\$250) WERE MADE to an applicable  | GGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS e public official by me, a family member or representative.  |
| Lustie Wills                        | 3/18/21  |
| Signature                           | Date   |
| Title (Position)                    |  |
| - ···· (1 ODILIOII)                 |  |

## LEA COUNTY RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

| NAME OF CONTRACTOR) hereby certifies the  |
|---|
| following in regard to application of the resident / resident veterans' preference to this procurement:   |
| Please check one box only:  |
| Resident Veteran Business:  |
| ☐ I declare under penalty of perjury that my business annual gross revenues did not exceed thre million dollars (\$3,000,000) in the preceding tax year. I also declare that my business or myself has no benefited from this preference for more than ten consecutive years.   |
| Resident Business:  |
| ☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing m the 5% preference discount on this bid or proposal. I understand that knowingly giving false of misleading information about this fact constitutes a crime.  |
| "I agree to submit a report, or reports, to the State Purchasing Division of the General Service<br>Department declaring under penalty of perjury that during the last calendar year starting January 1 an<br>ending on December 31, the following to be true and accurate:   |
| "In conjunction with this procurement and the requirements of this business' application for a Resider Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-122 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, agree to report to the State's Division of the General Services Department the awarded amount involved I will indicate in the report the awarded amount as a purchase from a public body or as a public work contract from a public body as the case may be. |
| "I understand that knowingly giving false or misleading information on this report constitutes a crime."  |
| I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.  |
| Resident Business/Veteran Business Certificate Number:  |
| Ruslie Wills 3/18/2/  |
| (Signature of Business Representative)* (Date)  |
| *Must be an authorized signatory for the Business.  |

\*\* A copy of a valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate must be provided in order to receive preference.

<sup>\*</sup>The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

## NON-COLLUSION AFFIDAVIT

| STATE OF NW MULIO   |
|---|
| County OF Lew   |
| (name) being first duly sworn, deposes and says   |
| that he/she is (title) UWW  |
| of(organization) heslie Wills Livestock   |
| who submits herewith to the County of Lea, a proposal:  |
| That all statements of fact in such proposal are true:  |
| That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;  |
| That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,   |
| That prior to the public opening and reading of proposal, said bidder:  |
| <ol> <li>Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal</li> <li>Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder o anyone else would submit a false or sham proposal, or that anyone should refrain from bidding o withdraw his proposals;</li> </ol>  |
| 3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any  |
| overhead, profit or cost element of their proposal price, or of that of anyone else;  4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership of other financial interests with said bidder in his business. |
| By: 1 NOONE WILLS   |
| Title OWYON   |
| SUBSCRIBED and sworn to before me this 1873 day of MWCh , 20 11.  Notary Public: Arbitral Willwik My Commission Expires:  |
| OFFICIAL SEAL. CRISTINA WILHOIT NOTARY PUBLIC-STATE OF NEW MEXICO  My commission expires: 02-09-35  |

### **Related Party Disclosure Form**

|  |                                   |  | /  |
|--|-----------------------------------|--|--|
|  | Yes                               | No   | <u></u>  |
|  |                                   |  |  |
|  |                                   |  |  |
| 2. Are you, or any officer of your company related county officials, administration officials, department  | to any mem                        | ber of th  | e Board of County Commissioners; electe  |
| have you had any of the following transactions since   | e January 1,                      | 2008, to   | which Lea County was, is to be, a party?   |
| Sales, Purchase or leasing of property?  | Vac                               | NΙα  |  |
| Receiving, furnishing of goods, services   |                                   |  |  |
| or facilities?   |                                   | /  |  |
| Commissions or royalty payments  |                                   |  |  |
|  |                                   |  | _  |
| 3. Does any member of the Board of County Comn   | nissioners; el                    | ected co   | unty officials, administration officials.  |
| department heads, key management supervisors wit   | h the County                      | of Lea.  | have any financial interest in your  |
| company whether a sole proprietorship, partnership, with the County of Lea?  | , or corporati                    | on of an   | y kind that currently conducts business  |
| 254.   | Yes                               | No   |  |
|  |                                   |  |  |
|  |                                   |  | <u> </u>   |
|  |                                   |  |  |
| 4. At any time from January 2008 through the prese   | nt did you x                      | Our com  | nony or ony officer of very  |
| 4. At any time from January 2008 through the prese an interest in or signature authority over a bank according to the contract of the contract | ount for the h                    | enefit of  | a member of the Board of County  |
| an interest in or signature authority over a bank accommissioners; elected county officials, administra  | ount for the h                    | enefit of  | a member of the Board of County  |
| an interest in or signature authority over a bank acco   | ount for the button officials     | enefit of<br>, departr   | a member of the Board of County<br>nent heads, key management supervisors  |
| an interest in or signature authority over a bank accommissioners; elected county officials, administra  | ount for the h                    | enefit of<br>, departr   | a member of the Board of County<br>nent heads, key management supervisors  |
| an interest in or signature authority over a bank accommissioners; elected county officials, administra  | ount for the button officials     | enefit of<br>, departr   | a member of the Board of County<br>nent heads, key management supervisors  |
| an interest in or signature authority over a bank accommissioners; elected county officials, administra  | ount for the button officials     | enefit of<br>, departr   | a member of the Board of County<br>nent heads, key management supervisors  |
| an interest in or signature authority over a bank accommissioners; elected county officials, administra with the County of Lea?  5. Are you negotiating to employ or do you current  | ount for the ttion officials  Yes | enefit of<br>, departr<br>No_  | a member of the Board of County nent heads, key management supervisors   |
| an interest in or signature authority over a bank accommissioners; elected county officials, administra with the County of Lea?  | Yes                               | nenefit of the control of the contro | a member of the Board of County nent heads, key management supervisors  yee, officer or family member of an                              |
| Commissioners; elected county officials, administra with the County of Lea?  5. Are you negotiating to employ or do you current employee or officer of County of Lea?  | Yes                               | nenefit of the control of the contro | a member of the Board of County nent heads, key management supervisors  yee, officer or family member of an                              |
| an interest in or signature authority over a bank accommissioners; elected county officials, administra with the County of Lea?  5. Are you negotiating to employ or do you current  | Yes                               | nenefit of the control of the contro | a member of the Board of County nent heads, key management supervisors  yee, officer or family member of an                              |
| Commissioners; elected county officials, administra with the County of Lea?  5. Are you negotiating to employ or do you current employee or officer of County of Lea?  | Yes                               | ny emplo   | a member of the Board of County nent heads, key management supervisors  yee, officer or family member of an                              |
| an interest in or signature authority over a bank accommissioners; elected county officials, administration with the County of Lea?  5. Are you negotiating to employ or do you current employee or officer of County of Lea?  | Yes  ty employ an Yes             | No   | a member of the Board of County nent heads, key management supervisors  yee, officer or family member of an tof my knowledge and belief. |

# Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative

Neslie Wills

Typed Name & Title of Authorized Representative

From: Wills, Leslie [mailto:Leslie.Wills@naes.com]

**Sent:** Monday, February 8, 2021 1:40 PM **To:** Jim Kemp < <u>ikemp@leacounty.net</u>>

**Cc:** Wills, Leslie < Leslie.Wills@naes.com >; wills leslie@yahoo.com **Subject:** RE: [External] 2021 Lea County Team Roping Event

\*\*\*\*CAUTION: This email originated from outside of Lea County. Do not click on links or open attachments unless you recognize the sender and know the content is safe.\*\*\*

Good Afternoon Jim,

Below you will find my bid for the 2021 Lea County Team Roping.

Stock Charge per run in  $1^{st}$  Go Round (Sunday August  $1^{st}$  @ 4:00 PM) & 12 runs during PRCA rodeo (Wednesday August 4 @ 7:00 PM)- \$18.00/run

Should additional cattle be required above and beyond my herd a \$500.00 freight fee will be added. If no additional cattle are required the freight fee will not be charged.

Secretary & Timer (to include use of Team Roping Software) \$500.00

Secretary will announce the roping, provide Lea County with Roping results and payout at the end of event, and keep track of times during the shootout and report the results to Lea County at the end of event.

Flagger – (Casey Hatley) \$500.00

Stock Charge and Secretary/Timer check should be made out to Leslie Wills.

#### Flagger check should be made out to Casey Hatley.

I will provide the electric eyes for the roping and the rope barrier will be used during the shootout round.

Lea County Fair office will need to provide me with the entered Teams to include roper rating and phone number no later than Thursday July 29, 2021 at 4:0 PM to assure ample time to enter all teams and contact any ropers necessary to assure all roper rating are correct. Once a team roster is provided I will figure the payout for the roping and return to Lea County.

Lea County will need to provide (6) chute help workers for the roping. Lea County will also need to provide a piece of plywood near the northwest bathroom near the stairs to post the draw for the roping.

If you should have any questions do not hesitate to contact me @ 575-973-5675.

Thank you

**Leslie Wills** 



## Minutes of Regular Meeting Lea County Fair and Rodeo Board

Monday, March 8, 2021, 6:00 P.M.

Fair Board Meeting Room - 101 S. Commercial Street, Lovington, New Mexico

Notice of this Meeting has been given to the Public in Compliance with Section 10-15-4 NMSA 1978

Larry Wheeler called the meeting to order at 6:05 P.M. at the Lea County Fair Board Meeting Room.

Members Present to Wit: Larry Wheeler, Trey Kerby, Kris Allen, Rick Schaap, Brian Pointer, Vivian Flemens, Marcy Butts, and Kyle Johnston.

Also Present: GM Jim Kemp, AC Brandy Campbell, BM Cristina Wilhoit, Commissioner Sims, Commissioner Jackson, Livestock Superintendent Clyde Wilhoit

#### ITEM 01: FAIR AND RODEO BOARD

 Consideration of Approval of the February 8, 2021 Meeting Minutes No discussion.

Trey Kerby made motion to approve minutes from the February 8, 2021 special meeting. Kris Allen seconded the motion; motion carried unanimously.

Public Comments

No comments.

Fair & Rodeo Board Member Comments
 No comments.

#### ITEM 02: ACTION ITEMS

Consideration of Approval of 2021 Local Team Roping Producer, Leslie Wills
 Chairman Larry Wheeler stated that the bid is less than what it has been in the past since there will not be a freight charge added to the total. No further discussion.

Rick Schaap made motion to approve Leslie Wills as the 2021 Local Team Roping Producer. Marcy Butts seconded the motion; motion carried unanimously.

Consideration of Approval of 2021 Vet, HD Veterinary Services
 Proposal of \$8,400; this was the only proposal received. No further discussion.

Kris Allen made motion to approve HD Veterinary Services as the 2021 Veterinarian. Rick Schaap seconded the motion; motion carried unanimously.

#### ITEM 03: DISCUSSION ITEMS

Discussion of 2021 Entercom Digital Advertising

Original proposal ranged from \$10,000 to \$20,000. Board members discussed the uncertainties with this year, and would not like to commit to spending a large sum of advertising funds on one company. The board recommends asking Mr. Harlan to come up with a proposal that falls within the \$6,000 range.

Discussion of 2021 Livestock Sale Start Time

District 1: Vice Chairman Trey Kerby & Chairman Larry Wheeler ~ District 2: Kris Allen & Rick Schaap

District 3: Todd Roberson & Brian Pointer ~ District 4: Vivian Flemens & Tyson Pierce ~ District 5: Kyle Johnston & Marcy Butts

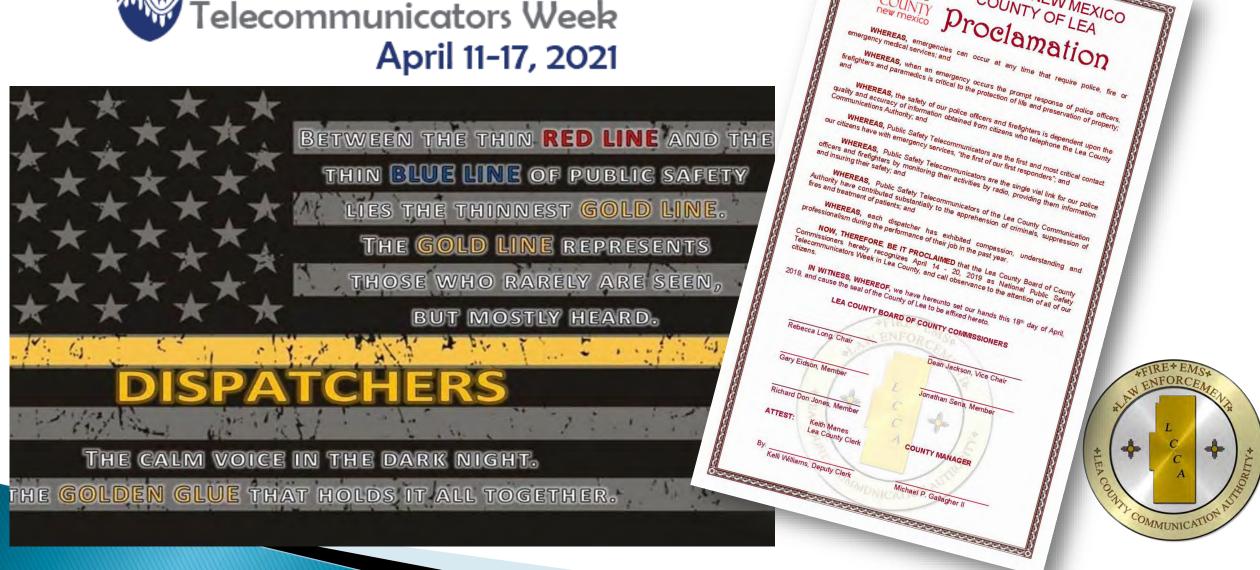
Consideration of Proclamation Recognizing April 11 – 17, 2021 as National Public Safety

A STATE OF THE STA STATE OF NEW MEXICO

COUNTY OF LEA

**Telecommunicators Week** 







# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| DATE SUBMITTED mm-dd-yyyy:  | SUBMITTED BY Name, Title                  | e, Dept:   |
|---|---|--|
| 03/24/2021  | 03/24/2021 Angela R. Martinez/Director/Co |  |
| SUBJECT:  | ATTACHMENT(S):                            |  |
| Proclamation - Telecommunicators Week April 11 - 17, 2021                               | Proclamation                              |  |
| NO. OF ORIGINALS FOR SIGNATURE:   | ACTION REQUESTED:                         |  |
| 3 Original Proclamations  | Action Item                               |  |
| BUDGET LINE ITEM NUMBER:  | FISCAL BUDGET YEAR:                       |  |
| N/A   | N/A                                       |  |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan:<br>County employees are valued. |   |  |
| SUMMARY; National Telecommunicators Week is April 11 - 17, 2021, recognizing            | 911 telecommunications personnel for      | r their service and commitment   |
| Requested Items Needed for Presentation Ease Easel Laptop Projector                     | els/Laptop/Projector/Etc.:<br>Other:      | See Additional Summary Attached  |
| lf checked;<br>how many:  | outon.                                    | V  |
| SUBMITTER'S RECOMMENDATION(S):  |   | Submitter's Signature<br>Department Director, Etc.   |
| Issue Proclamation  |   | Sarria Stat Brito  |
| FINANCE REVIEW Fiscal Impact/Cost:  |   | Reviewed by Finance Director   |
| ByPass Finance Review   |   | ByPass Digitally signed by ByPass Finance Review Date: 2021.04.06 13:48:33-08/00'  |
| LEGAL REVIEW: (Note: Travel does not need legal review)                                 |   | Reviewed by County Attorney  |
| COUNTY MANAGER REVIEW:  |   | Approved by County Manager<br>to be Placed on Agenda   |
|   |   | Muha Collogh P. Gallagher II Date: 2021.04.06 13.48.49 -0600'  |
| Item No. 0203 RECORDING SECRETARY'S US  | E ONLY ~ COMMISSION ACTION                | TAKEN  |
| Approved: Denied:   | Other:                                    | The state of the s |
| Resolution No. Policy No. Continued To: Referred To:                                    | Ordinal Commo                             | nce No   |
| 1000100 10.   | Johnne                                    | ***************************************  |

# Summary Form Continued... Emergencies can occur at any time that require police, fire or emergency medical services. When an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property. The safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Lea County Communications Authority. Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services, "the first of our first responders". Public Safety Telecommunicators are the single vial link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety. Public Safety Telecommunicators of the Lea County Communication Authority have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients. Each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year. The Board of County Commissioners of Lea County recognize April 11 - 17, 2021 as National Public Safety Telecommunicators Week in Lea County, and call observance to the attention of all of our citizens.



# STATE OF NEW MEXICO COUNTY OF LEA Proclamation

**WHEREAS**, emergencies can occur at any time that require police, fire or emergency medical services; and

**WHEREAS**, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS**, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Lea County Communications Authority; *and* 

**WHEREAS**, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services, "the first of our first responders"; *and* 

**WHEREAS**, Public Safety Telecommunicators are the single vial link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; *and* 

**WHEREAS,** Public Safety Telecommunicators of the Lea County Communication Authority have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; *and* 

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**NOW, THEREFORE**, **BE IT PROCLAIMED** that the Board of County Commissioners of Lea County hereby recognizes April 11 - 17, 2021 as National Public Safety Telecommunicators Week in Lea County, and call observance to the attention of all of our citizens.

**IN WITNESS, WHEREOF,** we have hereunto set our hands this 8<sup>th</sup> day of April, 2021, and cause the seal of the County of Lea to be affixed hereto.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

ANTEORON.

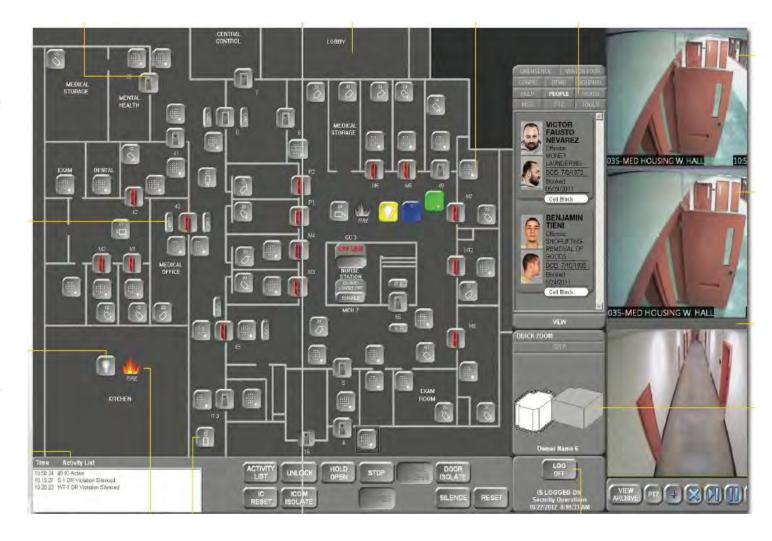
| A EL                         | The state of the s |
|------------------------------|--|
| Rebecca Long, Chair          | Dean Jackson, Vice Chair   |
| # 1                          | The state of the s |
| Gary Eidson, Member          | Jonathan Sena, Member  |
| Pat Sims, Member             |  |
| ATTEST: Keith Manes          | COUNTY MANAGER   |
| Lea County Clerk  By:        |  |
| Hollye Shearer, Deputy Clerk | Michael P. Gallagher II  |

Consideration of Lea County Resolution No. 21-APR-077R Approving a Sourcewell Contract (Cooperative Purchasing) with Stanley Convergent Security Solutions to Upgrade the Existing Security Control Boards for the Lea County Detention Center

The Detention Center needs to upgrade outdated security boards serving the facility.

Stanley Convergent Security Systems was procured through a Sourcewell Cooperative Contract to provide the equipment and installation services.

The total cost of the contract including GRT is \$551,571.94. Funds are budgeted and available in 418-23-4757.





# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| DATE SUBMITTED mm-dd-yyyy:   | SUBMITTED BY Name, Title,                                      | Dept:  |
|--|--|--|
| 03/26/2021   | 03/26/2021 Ruben Quintana, Warden, Lea County Detention Center |  |
| SUBJECT:   | ATTACHMENT(S):   |  |
| Resolution Approving the Security Upgrades   | PowerPoint Slide<br>Quote and Contract                         |  |
| NO. OF ORIGINALS FOR SIGNATURE:  | ACTION REQUESTED:  |  |
| 1 - Resolution<br>1 - Quote/Contract   | Action Item  |  |
| BUDGET LINE ITEM NUMBER:<br>418-23-4757  | FISCAL BUDGET YEAR:<br>2020/2021                               |  |
| 110-25-1151  | 2020/2021  |  |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan:  |  |  |
| SUMMARY:   |  |  |
| Fo replace and upgrade the existing, outdated security control boards at the was procured through a Sourcewell cooperative contract. The total amount                                    | ne Lea County Detention Center. S                              | tanley Convergent Security Systems   |
| Requested Items Needed for Presentation Easels/La Easel Laptop Projector If checked; how many: SUBMITTER'S RECOMMENDATION(S): Approve the requested upgrades and sign attached contract. | optop/Projector/Etc.:<br>Other:                                | See Additional Summary Attached  Submitter's Signature Department Director, Etc. Digitally signed by Ruben Displace 2    |
|  |  | Patren Quirtmer Date: 2021, 03.26 15.32.08   |
| FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Detention oudgeted and available in 423-18-4757.                                     | Fund of \$551,571.94. Funds are                                | Reviewed by Finance Director  Henry C Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2021,03.29 16:43:03-06'00' |
| LEGAL REVIEW: (Note: Travel does not need legal review)  |  | Reviewed by County Attorney  |
| COUNTY MANAGER REVIEW:   |  | Approved by County Manager<br>to be Placed on Agenda   |
| tem No0204 RECORDING SECRETARY'S USE OF  | NLY ~ COMMISSION ACTION  | TAKEN  |
| Approved: Denied:  |  | S. M.  |
| Resolution No. 21-APR-077R Policy No. Continued To: Referred To:   |  |  |
| 7,50,50  | Salino   | WW.  |

#### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-APR-077R

# A RESOLUTION APPROVING A SOURCEWELL CONTRACT (COOPERATIVE PURCHASING) WITH STANLEY CONVERGENT SECURITY SOLUTIONS TO UPGRADE THE EXISTING SECURITY CONTROL BOARDS FOR THE LEA COUNTY DETENTION CENTER

WHEREAS, the Lea County Detention Center has a need to upgrade the existing, outdated security control boards for the facility; and

WHEREAS, the Lea County Detention Center has found Stanley Convergent Security Solutions that provides the boards necessary to upgrade the outdated equipment; and

WHEREAS, this item has been budgeted for as an essential and necessary detention center security upgrade.

**NOW**, **THEREFORE**, **BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that Stanley Convergent Security Solutions security control board upgrade 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 8<sup>th</sup> day of April, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

| Rebecca Long (District 2), Chair    | Dean Jackson (District 1), Vice Chair |
|-------------------------------------|---------------------------------------|
| Voted: Yes No Abstain               | Voted: Yes No Abstain                 |
| Gary G. Eidson (District 3), Member | Jonathan Sena (District 4), Member    |
| Voted: Yes No Abstain               | Voted: Yes No Abstain                 |
| Pat Sims (District 5), Member       |                                       |
| Voted Ves No Abstain                |                                       |

| ATTEST: | Keith Manes<br>Lea County Clerk | APPROVED AS TO FORM AND LEGAL SUFFICIENCY: |
|---------|---------------------------------|--|
| Ву:     |                                 |  |
| Hollve  | Shearer, Deputy Clerk           | John W. Caldwell, County Attorney          |



11823 Starcrest Drive, San Antonio, TX 78247

| To:           | Gina Davis           |
|---------------|----------------------|
| Organization: | Lea County           |
| Phone:        | 575-513-2266         |
| Fax or Email: | gdavis@leacounty.net |

QUOTATION Q180395 (Rev8)

Security Electronics System
Upgrades
Pre-vailing Wage Addition

3/18/2021

#### Sourcewell Contract #031517-SCS Maturity Date: 06/30/2021

#### **SCOPE OF WORK**

#### Stanley will provide:

- 1. All on-site skilled labor at Lea County Pre-vailing Wage rates. See current schedule
- 2. Removal of the control computers and/or graphic control panels in each of the control rooms and replace them with new 24" touch screen control stations.
- 3. The control stations will utilize Stanley's Commander software which will provide many new and useful features the current system does not have, see below.
- 4. The data logger server will be replaced with a new PC server running Stanley's Informer software. This computer will log everything the system does including who was logged in, what they did, system faults, maintenance information.
- 5. The new system will have the "hooks" to connect in the future to your Jail Management System to display and show inmate information on the control screens. This is an option to our system and we would need to work with your provider to connect our systems. This can be easily priced. You would know what inmate is currently in what cell, medical conditions, classifications, etc.
- 6. We will control and monitor everything the current system does like doors, intercoms, speakers, utility control, etc. We have not included the monitoring or control of things the system currently does not control.
- 7. Stanley will remove and replace all the analog cameras with Samsung 2 Megapixel IP based cameras.
- 8. We will reuse all the existing IP cameras and integrate them with a new video recording headed.
- 9. New Samsung SMM (Smart Security Manager) recording system. This includes all server computers required to provide 90 days of recording of each camera at 15 frames per second
- 10. Central control: Two new 24" touch screen stations each with a 22" video monitor, one video review station PC with a 22" monitor and two 40" video monitors hung from the ceiling.
- 11. D-Pod: Two new 24" touch screen stations each with a 22" video monitor and a new 40" video monitor hung from the ceiling.
- 12. E-Pod: One new 24" touch screen station with a 22" video monitor.
- 13. T-Pod: Two new 24" touch screen stations each with a 22" video monitor and a new 40" video monitor hung from the ceiling
- 14. B-Pod: One new 24" touch screen station with a 22" video monitor
- 15. M-Pod: One 22" video monitor
- 16. RD-Station: One new 24" touch screen station with two 22" video monitors
- 17. J-Pod: One new 24" touch screen station with two 22" video monitors
- 18. Warden's office: One 22" video monitor with complete review capability.
- 19. We used the camera floorplan layout to get our counts of existing analog and existing IP cameras. If our count is off, we can easily adjust the counts and price accordingly.
- 20. We will reuse the existing door control subplates (relays, terminals, fusing) along with the existing Omron PLC equipment. This will substantially reduce the amount of down time converting the system over.
- 21. We will reuse the existing intercom relay boards and amplifiers. This will also substantially reduce system downtime.



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- 22. New Allen-Bradley PLC's and communication modules will be installed to support the new system software and control.
- 23. We will provide HP Procurve network switches to add to your existing video network
- 24. Each new touch screen computer station and video station area will receive PC size UPSs to keep the computers up during power outages for 10min.
- 25. We will need full access to the facility during work and potentially after hours, including escorts. Obviously we will keep requirements to a minimum and schedule with the owner
- 26. After walking through the facility the camera counts have changed, please see below for actual.

#### Stanley Software:

Unlike the current system which has reduced functionality, Stanley's Commander software will have many features and abilities your current system doesn't have, especially when it comes to liability reduction. You'll have the ability to "post-it-note" icons on the control stations what need maintenance and automatic emails will get sent to the appropriate staff. Moreover, management can make "rules" where they can tell the system to look for a certain situation and notify themselves immediately via email. For instance, if management wants to be alerted when a certain door is held open or an interlock override is being used, they would set up a rule and the system would notify them right when it happened and who was logged into the control station. The software also can allow control room officers to make journal entries for additional documentation of occurrences. The system provides many tools for maintenance to use for system troubleshooting and upkeep in addition.

#### **Exclusions:**

- 1. Conduit, raceway, D-rings, conduit layout
- 2. Wire (Except of newly installed camera wiring)
- 3. Wire installation (Except of newly installed camera wiring). New camera wiring will be install in the existing cable tray and accessible areas. In some areas (as currently done), our wire will be exposed, but high up not in conduit or cable tray
- 4. Mounting and terminating of new field devices
- 5. 120VAC power hookup
- 6. Grounding
- 7. Adjustments or repair of existing non-functional devices. These can be quoted on a time and material basis in addition.
- 8. UPS systems. The existing will be reused
- 9. Replacement of millwork and/or counter tops. When the graphic control panels are removed to make room for the touch screen monitors, there may be holes left in the counter tops.
- 10. Removal of existing coax cable
- 11. Rental equipment like ladders and lifts. We were told we can use the owner's while in the facility

#### **Equipment:**

| Qty (11) | )24" | Louch Scre | en contro | l stations |
|----------|------|------------|-----------|------------|
|----------|------|------------|-----------|------------|

Qty (14).....Video review station PCs

Qty (15).....22" Video monitor

Qty (4)......40" Video monitor with hanging mounts

Qty (2)......PTZ joystick keyboards

Qty (2)......Allen-Bradley PLC processors

Qty (1)......Video Recorders for 90days of recording

Qty (1 lot)...New Camera wiring

Qty (1 lot)...1 year warranty

Qty (1 lot)...Engineering

Qty (1 lot)...Software

Qty (1 lot)...Owner training



11823 Starcrest Drive, San Antonio, TX 78247

| Cameras (see floorplan included for locations | Cameras ( | (see floorplan | included for | r locations |
|---|-----------|----------------|--------------|-------------|
|---|-----------|----------------|--------------|-------------|

- Qty (43).....Existing fixed IP cameras to be re-used.
- Qty (15).....Existing PTZ IP cameras to be re-used.
- Qty (35).....New 5MP fixed cameras to replace existing fixed analog cameras
- Qty (6)......New 5MP PTZ cameras to replace existing PTZ analog cameras
- Qty (4)......New 5MP fixed cameras to replace existing PTZ analog cameras
- Qty (6)......New 180 degree cameras to replace existing camera
- Qty (1)......New 360 degree camera to replace existing camera
- Qty (2)......New 5MP fixed cameras in a new location
- Qty (2)......New Corner Mount camera in a new location
- Qty (4)......New 180 degree cameras in a new location

#### Total:

- 58 IP cameras to keep
- 52 Analog cameras to be replaced
- 8 New locations where a camera is to be added

#### Timeline and Schedule:

After receipt of order, we will schedule the work based availability and access to the jobsite.

#### Miscellaneous:

We work under the terms of a purchase order or signed agreement only. No applicable bonding has been included in our price. Shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Signed Sales Agreement.

#### **Pricing:**

| Scope of work above              | Price \$506.710.00       |
|----------------------------------|--------------------------|
| Lea County Pre-vailing Wage Rate | Add \$16,107.00          |
| Sub Total                        | \$522,817.00             |
|                                  |                          |
| Tax (5.5%)                       | \$28 754 94              |
| Ταλ (0.070)                      | Ψ20,104.34               |
| Total Price                      | Total Price \$551,571.94 |

If you have any questions, please feel free to call.

Sincerely,

David Beeler Senior Sales Engineer david.beeler@sbdinc.com 317-796-6241 mobile



11823 Starcrest Drive, San Antonio, TX 78247

# Terms and Conditions GENERAL

Terms are due upon receipt. SCSS works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. SCSS is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please scan and email the Purchase Order or Signed Sales Agreement, with a W-9, <u>and mail</u> the originals to our main office to my attention. If you have any questions, please feel free to call.

#### **WARRANTY**

SCSS warrants that the engineering and equipment will be free from defects in material and workmanship for a period of 1 year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between SCSS and Owner.

#### **INDEMNITY**

SCSS WILL HOLD THE CUSTOMER, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES HARMLESS FROM DAMAGE, LIABILITY AND EXPENSE RESULTING FROM NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF SCSS, ITS AGENTS OR EMPLOYEES WHILE THEY ARE ON THE CUSTOMER'S PREMISES. THIS HOLD HARMLESS PROVISION SHALL NOT APPLY TO DAMAGE, LIABILITY OR EXPENSE RESULTING FROM, OR DUE TO THE CONDITION, NON-FUNCTION, MALFUNCTION OR FAILURE OF THE SYSTEM OR SERVICE IN ANY RESPECT UNLESS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OF SCSS, ITS AGENTS OR EMPLOYEES.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

#### **ADDITIONAL CHARGES:**

- 1. All prices quoted do not include sales tax or bonds unless specifically written on the face of the proposal.
- 2. Unless otherwise stated in the proposal, the price includes all shipping to the facility.
- 3. Applicable permitting fees will be billed on a pass-through basis.
- 4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
- 5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

#### **INSURANCE**:

SCSS will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event SCSS is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

#### **ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. SCSS is authorized to do the work as specified. Progress payments may be made to SCSS as portions of the Scope of Work have been completed satisfactory to Lea County.



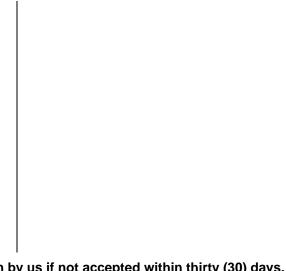
11823 Starcrest Drive, San Antonio, TX 78247

| Stanley Con      | vergent Security Solutions, Inc. | Customer     |  |
|------------------|----------------------------------|--------------|--|
| Written By:      | David Beeler                     | Approved By: |  |
| Title:           | Senior Sales Engineer            | Title:       |  |
| Approved and By: | d Accepted by Stanley CSS        | Date:        |  |
| Title:           | Senior Sales Engineer            | Approved By: |  |
| Date:            |                                  | Title:       |  |
|                  | -                                | Date:        |  |
|                  |                                  | Approved By: |  |
|                  |                                  | Title:       |  |
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PO# (If applicable)\_

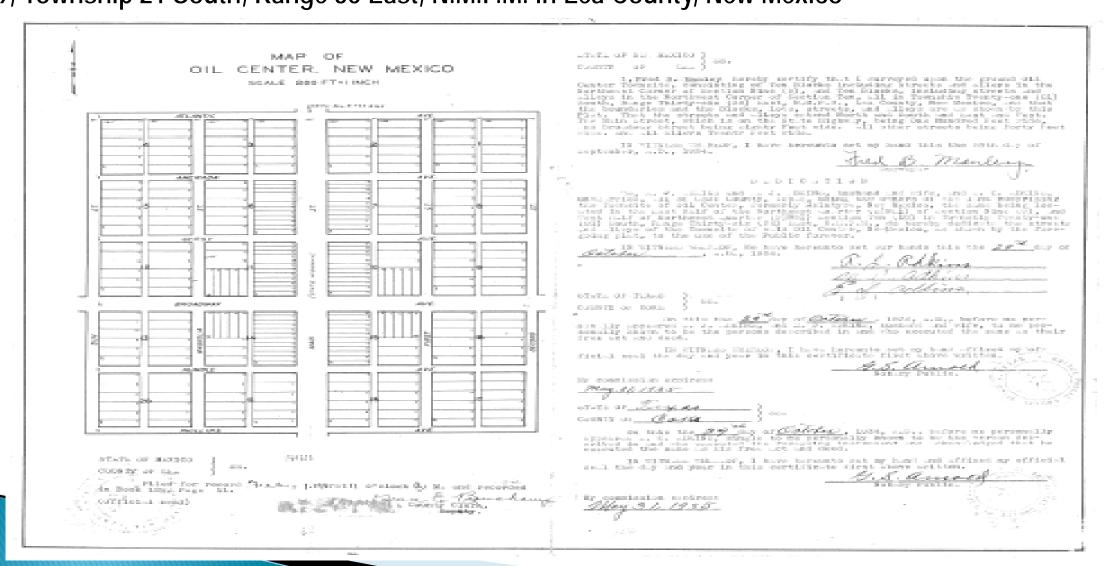


#### **STANLEY Convergent Security Solutions** 11823 Starcrest Drive, San Antonio, TX 78247

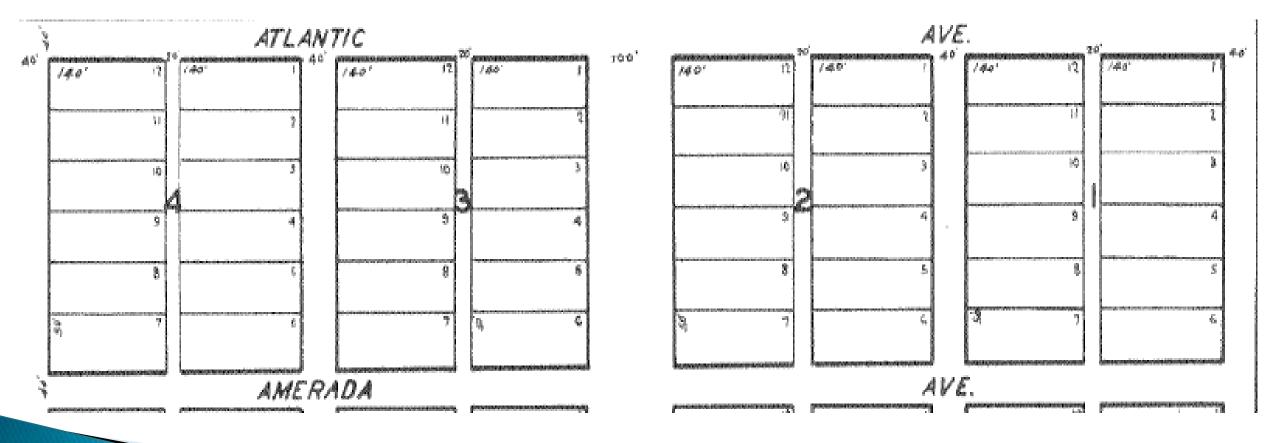


This proposal may be withdrawn by us if not accepted within thirty (30) days.

Consideration of Lea County Resolution No. 21-APR-078R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Oil Center Townsite, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M. in Lea County, New Mexico



Consideration of Lea County Resolution No. 21-APR-078R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Oil Center Townsite, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M. in Lea County, New Mexico



Consideration of Lea County Resolution No. 21-APR-078R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Oil Center Townsite, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M. in Lea County,

**New Mexico** 

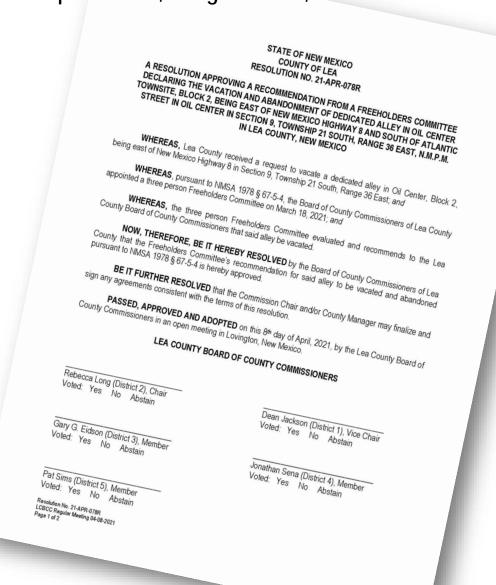


Consideration of Lea County Resolution No. 21-APR-078R Approving a Recommendation from a Freeholders Committee Declaring the Vacation and Abandonment of Dedicated Alley in Oil Center Townsite, Block 2, Being East of New Mexico Highway 8 and South of Atlantic Street in Oil Center in Section 9, Township 21 South, Range 36 East, N.M.P.M. in Lea County,



New Mexico

|   |  | QUIT CLAIN   | 1 DEED  |  |   |
|---|--|--|---|--|---|
| LEA COUNTY BO   | DARD OF COM  | MISSIONERS, gr   | ants to   |  |   |
|   | RECORD OWN   | IERS IN OIL CEN  | TER TOV   | VNSITE, BLOCK  | 2,  |
| whose mailing address   | es are on file with t  | he Lea County Assessor   | 's Office, th   | e following describe   | d real estate in  |
| LEA County  | , New Mexico:  |  |   |  |   |
| northeast corner of BI<br>Townsite, thence south<br>Each lot will receive 10<br>alley in Oil Center Tow | west corner of Oil Co<br>ock 2, Lot 12, of said<br>h to the southwest c<br>o' from the alley adjo<br>ynsite, Block 2, adjoin | enter Townsite, Block 2<br>I Townsite, thence east<br>corner of Block 2, Lot 6<br>clining the lot. Lots 1-6<br>ning said lot, and Lots 7 | to the nort<br>, of said To<br>will receive<br>-12 will rec | hwest corner of Bloo<br>wnsite, thence west<br>a 10'x50 parcel from<br>eive a 10'x50' parcel | ck 2, Lot 1, of said<br>to the beginning point.<br>the east side of the |
| WITNESS   | hand   | and seal   | this  | day of   |   |
|   |  |  |   |  |   |
| STATE OF NEW M  | EXICO )  |  | Rebecca<br>Lea Coo  | a Long,<br>unty Board of Commi   | ssioners, Chair   |
| County of   | ss:)   | day of   |   | 0,   | ssioners, Chair   |
| County of This instrument was acknow  | SS:<br>)<br>vledged before me this _   | day of   |   | 0,   |   |
| County of<br>This instrument was acknow<br>by(Name(s) of Per  | SS:) viedged before me this son(s) signing document)   | day of   |   | 0,   |   |
| County of<br>This instrument was acknow<br>by(Name(s) of Per  | SS:<br>)<br>vledged before me this _   | day of   |   | 0,   |   |
| County of This instrument was acknow by [Name(s) of Per My commission Expires  STATE OF NEW M           | ss:)  viedged before me this son(s) signing document)  | day of   | Lea Cou   | unty Board of Commi  |   |
| County of This instrument was acknow by [Name(s) of Per My commission Expires                           | ss:)  viedged before me this son(s) signing document)  | day of   | Lea Cou   | unty Board of Commi  |   |





# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item.  LEGAL REVIEW: (Note: Travel does not need legal review)  COUNTY MANAGER REVIEW:  LEM No. 0205 RECORDING SECRETARY'S USE ON Approved:  Resolution No. 21-APR-078R Policy No. Continued To: Referred To: | Henry C LOW Jr Digitally signed by Henry C Low Jr Date: 2021.03.26 14:38:22-06'00'  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda Digitally signed by Michael White Collection P. Callagher II Date: 2021.04.06 20:28:34 -0600'  Ditter: Ordinance No. Comments:  |
|--|--|
| There is no financial impact to Lea County with this agenda item.  LEGAL REVIEW: (Note: Travel does not need legal review)  COUNTY MANAGER REVIEW:  Tem No. 0205 RECORDING SECRETARY'S USE ON  | Approved by County Manager to be Placed on Agenda Digitally signed by Nichael  Mark Collog: P. Callingher II Date: 2021.03.26 14:38:22-06'00'  Reviewed by County Manager to be Placed on Agenda Digitally signed by Nichael P. Callingher II Date: 2021.04.06 20:28:34  |
| There is no financial impact to Lea County with this agenda item.  LEGAL REVIEW: (Note: Travel does not need legal review)  COUNTY MANAGER REVIEW:   | Henry C Low Jr  LOW Jr  Reviewed by County Attorney  Approved by County Manager to be Placed on Agenda  Digitally eigned by Michael  Manager P. Callapher II Date: 2021.03.26  14:38:22-0600'  |
| There is no financial impact to Lea County with this agenda item.  | LOW Jr Henry C Low Jr Date: 2021.03.26 14:38:22-06:00  |
| There is no financial impact to Lea County with this agenda item.  | LOW Jr Henry C Low Jr Date: 2021.03.26 14:38:22-06:00  |
| 2 P. B.  | Lloppy C Digitally signed by   |
|  | Reviewed by Finance Director   |
|  | Bruce Reid Reid Date: 2021.03.24 08:23:45  |
| Approve  | Department Director, Etc.  |
| how many:<br>SUBMITTER'S RECOMMENDATION(S):  | Submitter's Signature  |
| Requested Items Needed for Presentation Easels/Lap Easel Laptop Projector  | otop/Projector/Etc.: See Additional Summary Attached   |
| SUMMARY:  Michael & Carla McNeil requested vacation of alley in Oil Center Townsite, service from the west set of lots to the east set of lots. A Freeholders Cornr Commissioners. The freeholders committee will render their findings at the   | nittee was formed on March 18, 2021 by the Board of County April 8, 2021 Commissioners Meeting.  |
| SHMMADV  |  |
| 3.2 Economic Growth & Vitality: Lea County is a community that has economic Performance Measure: A variety of different housing options available.   | omic growth and diversification.   |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan:  | OCCUPANT OF THE PROPERTY OF TH |
| BUDGET LINE ITEM NUMBER:<br>NA   | FISCAL BUDGET YEAR:<br>NA  |
| 1 Resolution<br>1 Deed   | ACTION REQUESTED: Action Item  |
| NO. OF ORIGINALS FOR SIGNATURE:  | PowerPoint, Resolution, and Deed   |
| Approve recommendation of the Freeholders Committee on the vacation of alley in Oil Center Townsite, Block 2.  NO. OF ORIGINALS FOR SIGNATURE:   | PRO 10 20 / 10 / 10 / 10 / 10 / 10 / 10 / 1  |
| of alley in Oil Center Townsite, Block 2.  | ATTACHMENT(S):   |

#### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-APR-078R

A RESOLUTION APPROVING A RECOMMENDATION FROM A FREEHOLDERS COMMITTEE DECLARING THE VACATION AND ABANDONMENT OF DEDICATED ALLEY IN OIL CENTER TOWNSITE, BLOCK 2, BEING EAST OF NEW MEXICO HIGHWAY 8 AND SOUTH OF ATLANTIC STREET IN OIL CENTER IN SECTION 9, TOWNSHIP 21 SOUTH, RANGE 36 EAST, N.M.P.M. IN LEA COUNTY, NEW MEXICO

WHEREAS, Lea County received a request to vacate a dedicated alley in Oil Center, Block 2, being east of New Mexico Highway 8 in Section 9, Township 21 South, Range 36 East; and

WHEREAS, pursuant to NMSA 1978 § 67-5-4, the Board of County Commissioners of Lea County appointed a three person Freeholders Committee on March 18, 2021; and

WHEREAS, the three person Freeholders Committee evaluated and recommends to the Lea County Board of County Commissioners that said alley be vacated.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the Freeholders Committee's recommendation for said alley to be vacated and abandoned pursuant to NMSA 1978 § 67-5-4 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, APPROVED AND ADOPTED** on this 8<sup>th</sup> day of April, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

| Rebecca Long (District 2), Chair                    | Dean Jackson (District 1), Vice Chair |
|---|---------------------------------------|
| Voted: Yes No Abstain                               | Voted: Yes No Abstain                 |
| Gary G. Eidson (District 3), Member                 | Jonathan Sena (District 4), Member    |
| Voted: Yes No Abstain                               | Voted: Yes No Abstain                 |
| Pat Sims (District 5), Member Voted: Yes No Abstain |                                       |

LCBCC Regular Meeting 04-08-2021

Page 1 of 2

| ATTEST: | Keith Manes<br>Lea County Clerk | APPROVED AS TO FORM AND LEGAL SUFFICIENCY: |
|---------|---------------------------------|--|
| Ву:     |                                 |  |
| Hollve  | Shearer, Deputy Clerk           | John W. Caldwell, County Attorney          |

#### **QUIT CLAIM DEED**

#### LEA COUNTY BOARD OF COMMISSIONERS, grants to

#### RECORD OWNERS IN OIL CENTER TOWNSITE, BLOCK 2,

whose mailing addresses are on file with the Lea County Assessor's Office, the following described real estate in

LEA County, New Mexico:

#### Vacation of Alley in Block 2 of Oil Center townsite

Beginning at the southwest corner of Oil Center Townsite, Block 2, Lot 7 Lea County, New Mexico, thence north to the northeast corner of Block 2, Lot 12, of said Townsite, thence east to the northwest corner of Block 2, Lot 1, of said Townsite, thence south to the southwest corner of Block 2, Lot 6, of said Townsite, thence west to the beginning point. Each lot will receive 10' from the alley adjoining the lot. Lots 1-6 will receive a 10'x50 parcel from the east side of the alley in Oil Center Townsite, Block 2, adjoining said lot, and Lots 7-12 will receive a 10'x50' parcel from the west side of the alley in Oil Center Townsite, Block 2, adjoining said lot. Alley containing 0.14 acres. Each parcel containing 0.11 acres.

| WITNESS                          | hand              | and seal | this               | day of                        | ,20               |
|----------------------------------|-------------------|----------|--------------------|-------------------------------|-------------------|
|                                  |                   |          |                    |                               |                   |
|                                  |                   |          | Rebecca<br>Lea Cou | a Long,<br>unty Board of Comr | missioners, Chair |
| STATE OF NEW MEXICO              | ,                 |          |                    |                               |                   |
| County of                        | ss:<br>)          |          |                    |                               |                   |
| This instrument was acknowledged | d before me this  | day of   |                    |                               | ,20               |
| by(Name(s) of Person(s) s        | signing document) |          |                    |                               |                   |
| My commission Expires            | , 20              |          |                    | Notary Public                 |                   |
| STATE OF NEW MEXICO              | O )               |          | Record             | of Deeds of said Co           | unty              |
| County of                        |                   |          |                    |                               | County Clerk      |
|                                  |                   |          | Ву                 |                               | ,Deputy           |

Return to Lea County Planning Department

# Consideration of Lea County Resolution No. 21-APR-079R Approving the Lea County Indigent Claims Burial/Cremation Report



|          | BURIAL INDIGENT CLAIMS |                  |                 |                     |                          |                                |                             |  |  |
|----------|------------------------|------------------|-----------------|---------------------|--------------------------|--------------------------------|-----------------------------|--|--|
|          |                        |                  |                 |                     |                          |                                |                             |  |  |
|          |                        |                  |                 |                     |                          |                                |                             |  |  |
|          | Date<br>Deceased       | Date of<br>Birth | Funeral<br>Home | Amount<br>Requested | Type of Burial           | Recommendation for<br>Approval | Comments                    |  |  |
|          |                        |                  |                 |                     |                          |                                |                             |  |  |
| Claim #1 | 12/07/2020             | 01/02/1968       | City of Hobbs   | \$400.00            | Opening and Closing fees |                                | Deceased owned no property. |  |  |
|          |                        |                  |                 |                     |                          | \$400.00                       |                             |  |  |
|          |                        |                  |                 |                     |                          |                                |                             |  |  |



# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| DATE SUBMITTED mm-dd-yyyy:   | SUBMITTED BY Name, Tit  | le, Dept:   |  |  |
|--|---|---|--|--|
| 03/25/2021   | Erin Smith, Staff Accountant/F  | inance  |  |  |
| SUBJECT:   | ATTACHMENT(S):  |   |  |  |
| Indigent Opening/Closing Fees  | Report for 1 Opening/Closing  | Fee   |  |  |
| NO. OF ORIGINALS FOR SIGNATURE:  | ACTION REQUESTED:   |   |  |  |
| 1 Resolution   | Action Item   |   |  |  |
| BUDGET LINE ITEM NUMBER:   | FISCAL BUDGET YEAR:   |   |  |  |
| 406132017  | FY 20-21  |   |  |  |
| STRATEGIC PLAN Implementation of 5 Year Str  | ategic Plan:  |   |  |  |
| SUMMARY:   |   |   |  |  |
| Request for Approval to Pay 1 Opening/Closing Fee  |   |   |  |  |
| City of Hobbs = \$400.00 for 1 Opening/Closing Fee   |   |   |  |  |
| Requested Items Needed for Pre   | esentation Easels/Laptop/Projector/Etc.:  Projector Other:                          | See Additional<br>Summary Attached  |  |  |
| SUBMITTER'S RECOMMENDATION(S):   |   | Submitter's Signature   |  |  |
| Recommended Approval   |   | Department Director, Etc.  Digitally signed by Erin Smith Smith Date: 2021.03 25 09.08:19 |  |  |
| FINANCE REVIEW Fiscal Impact/Cost:   |   | Reviewed by Finance Director  |  |  |
| The financial impact to Lea County will be expenditure budgeted and available in 406-132017.   | Henry C Low Jr  Digitally signed by Henry C Low Jr Date: 2021.03.26 14:32:36-06'00' |   |  |  |
| LEGAL REVIEW: (Note: Travel does not need leg  | jal review)   | Reviewed by County Attorney   |  |  |
| COUNTY MANAGER REVIEW:   |   | Approved by County Manager<br>to be Placed on Agenda                                      |  |  |
|  |   | Muhe Collogh P. Gallegher II<br>Date: 2021.04.06 21:16:31                                 |  |  |
| Item No. 0206 RECORDING SEC  | CRETARY'S USE ONLY ~ COMMISSION ACTIO   | N TAKEN   |  |  |
|  | enied: Other:   |   |  |  |
|  |   | ance No<br>nents:   |  |  |
| The state of the s | 3300  |   |  |  |

#### STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-APR-079R

#### A RESOLUTION APPROVING THE LEA COUNTY INDIGENT CLAIMS BURIAL/CREMATION REPORT

WHEREAS, New Mexico Statures Annotated (NMSA) 1978, Section 24-13-5 states that the Board of Commissioners may authorize payments for the burial or cremation of an indigent person or of an unclaimed person; and

WHEREAS, decedent died on December 7, 2020 and has been determined to be indigent and owned no property; and

WHEREAS, staff recommends payment of \$400.00 for opening/closing fees to the City of Hobbs.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that payment in the amount of \$400.00 to the City of Hobbs for opening and closing fees 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 8<sup>th</sup> day of April, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

#### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

| Rebecca Long (District 2), Chair                    | Dean Jackson (District 1), Vice Chair |
|---|---------------------------------------|
| Voted: Yes No Abstain                               | Voted: Yes No Abstain                 |
| Gary G. Eidson (District 3), Member                 | Jonathan Sena (District 4), Member    |
| Voted: Yes No Abstain                               | Voted: Yes No Abstain                 |
| Pat Sims (District 5), Member Voted: Yes No Abstain |                                       |

| ATTES              | ST: Keith Manes<br>Lea County Clerk | APPROVED AS TO FORM AND LEGAL SUFFICIENCY: |
|--------------------|-------------------------------------|--|
| Ву: <u> </u><br>Но | ollye Shearer, Deputy Clerk         | John W. Caldwell, County Attorney          |
|                    |                                     |  |



# Discussion of Lea County's Fiscal Year 2021-2022 Budget – Personnel Budget

**April 8, 2021** 



# Discussion of Lea County's Fiscal Year 2021-2022 Budget – Budget Preparation Timeline

| Date                  | Action Taken  |
|-----------------------|---|
| January 14, 2021      | Budget Development and Timeline Approval (LCBCC)      |
| February 4, 2021      | Outside Entities and Services RFP Discussion (LCBCC)  |
|                       | Discussion of FY 22 Projected Revenues (LCBCC)        |
| February 8, 2021      | Release of Outside Entities and Services RFP          |
| February 8 - 12, 2021 | Departmental Budget Discussions – County Staff        |
| February 18, 2021     | Discussion of FY 22 Projected Expenses (LCBCC)        |
| March 4, 2021         | Departmental Budget Presentations (LCBCC)             |
| March 5, 2021         | Responses for Outside Entities Proposals Due          |
| March 18, 2021        | Departmental Budget Presentations cont'd (LCBCC)      |
| April 8, 2021         | Personnel Proposals (LCBCC)                           |
| April 22, 2021        | Capital & Outside Agency Proposals (LCBCC)            |
| May 6, 2021           | Present Preliminary Budget for Discussion (LCBCC)     |
| May 20, 2021          | Present Preliminary Budget for Final Action (LCBCC)   |
| May 31, 2021          | Preliminary Budget Due to New Mexico DFA for Approval |
| July 22, 2021         | Present Final Budget For Discussion (LCBCC)           |
| July 31, 2021         | Final Budget Due to New Mexico DFA for Approval       |

# Discussion of Lea County's FY 2021 – 2022 Budget



|                                  | FTE    | Salary        | FICA/Medicare | PERA         | <b>Group Health</b> | Retiree Ins | Total         |
|----------------------------------|--------|---------------|---------------|--------------|---------------------|-------------|---------------|
|                                  |        |               |               |              |                     |             |               |
| 401-00 County Commission         | 5.00   | 150,981.56    | 11,550.09     | 22,835.96    | 101,502.00          | -           | 286,869.61    |
| 401-01 Executive                 | 4.00   | 1,104,819.13  | 54,701.72     | 78,233.17    | 88,256.00           | 14,883.96   | 1,340,893.98  |
| 401-02 Information Technology    | 6.00   | 430,919.56    | 32,953.49     | 61,801.44    | 108,898.00          | 11,645.23   | 646,217.72    |
| 401-03 Facilities Management     | 17.00  | 863,702.08    | 66,065.18     | 124,342.18   | 335,672.00          | 23,429.77   | 1,413,211.21  |
| 401-04 County Clerk              | 8.00   | 396,507.52    | 30,317.14     | 54,665.16    | 117,207.00          | 8,142.15    | 606,838.97    |
| 401-05 Clerk Bureau of Elections | 3.00   | 236,803.72    | 18,103.63     | 22,654.03    | 40,719.00           | 4,268.69    | 322,549.07    |
| 401-06 County Assessor           | 11.20  | 559,564.21    | 42,798.63     | 80,270.68    | 180,619.50          | 12,966.99   | 876,220.01    |
| 401-07 County Treasurer          | 6.00   | 335,353.80    | 25,646.53     | 47,360.73    | 58,416.00           | 6,765.92    | 473,542.99    |
| 401-08 County Sheriff            | 89.00  | 7,311,252.65  | 572,753.36    | 1,829,535.80 | 1,579,278.00        | 229,580.95  | 11,522,400.75 |
| 401-09 County Probate Judge      | 1.00   | 26,532.00     | 2,025.87      | -            | 18,416.00           | -           | 46,973.87     |
| 401-24 Legal Department          | 1.00   | 431,891.00    | 23,590.23     | 29,947.50    | 18,416.00           | 5,643.00    | 509,487.73    |
| 401-25 Human Resources           | 3.00   | 231,856.58    | 17,714.08     | 33,946.03    | 67,100.00           | 6,396.44    | 357,013.13    |
| 401-26 Environmental Services    | 9.70   | 396,732.12    | 30,350.01     | 55,953.44    | 154,352.70          | 10,543.29   | 647,931.56    |
| 401-56 DWI Program               | 2.00   | 133,725.60    | 10,230.01     | 20,117.10    | 48,684.00           | 3,790.66    | 216,547.37    |
| 401-75 Finance Department        | 9.00   | 509,883.31    | 38,983.12     | 71,287.65    | 112,319.00          | 13,432.71   | 745,905.79    |
| 401-76 Planning Department       | 1.50   | 62,869.36     | 4,809.51      | 8,849.54     | 18,416.00           | 1,667.52    | 96,611.92     |
| 401-77 Emergency Management      | 2.45   | 172,014.07    | 13,159.08     | 22,872.34    | 32,921.70           | 4,309.83    | 245,277.01    |
| 401-81 Misdemeanor Compliance    | 1.00   | 98,626.80     | 7,544.95      | 14,518.00    | 18,416.00           | 2,735.62    | 141,841.38    |
| General Fund Total               | 179.85 | 13,454,035.06 | 1,003,296.61  | 2,579,190.75 | 3,099,608.90        | 360,202.75  | 20,496,334.07 |
|                                  |        |               |               |              |                     |             |               |

# Discussion of Lea County's FY 2021 – 2022 Budget

| 1011                 |  |
|----------------------|--|
| COUNTY<br>new mexico |  |

| Special Revenue Funds                   |        |               |              |              |              |            |               |
|---|--------|---------------|--------------|--------------|--------------|------------|---------------|
| 402-10 Road Department                  | 43.50  | 1,546,726.08  | 118,300.83   | 215,721.23   | 508,675.00   | 40,648.30  | 2,430,071.44  |
| 409-16 Airport Fire & Rescue            | 2.00   | 200,304.56    | 15,323.30    | 10,600.29    | 48,684.00    | 1,997.41   | 276,909.56    |
| 412-43 DWI - State                      | 8.00   | 388,531.50    | 29,722.66    | 55,525.61    | 147,475.00   | 10,462.68  | 631,717.45    |
| 418-23 Detention Center                 | 89.00  | 5,389,059.20  | 412,185.00   | 628,401.28   | 1,416,986.00 | 118,409.50 | 7,965,040.98  |
| 424-77 EMPG Reimbursement               | 0.25   | 28,539.95     | 2,183.31     | 4,189.62     | 4,604.00     | 789.45     | 40,306.32     |
| 435-56 DWI Program                      | 1.00   | 54,828.00     | 4,194.34     | 6,441.44     | 24,342.00    | 1,213.76   | 91,019.54     |
| 436-65 LDWI Grant                       | 3.00   | 143,457.30    | 10,974.48    | 20,173.32    | 40,960.00    | 3,801.25   | 219,366.35    |
| 439-81 Misdemeanor Compliance           | -      | -             | -            | -            | -            | -          | -             |
| 454-18 Lea Regional Airport             | 2.00   | 87,130.95     | 6,665.52     | 11,275.83    | 35,493.50    | 2,124.70   | 142,690.49    |
| 455-18 Zip Franklin Airport             | 1.00   | 43,565.47     | 3,332.76     | 5,637.92     | 17,746.75    | 1,062.35   | 71,345.25     |
| 456-18 Jal Airport                      | 1.00   | 43,565.47     | 3,332.76     | 5,637.92     | 17,746.75    | 1,062.35   | 71,345.25     |
| 460-32 Fairgrounds                      | 5.16   | 227,782.61    | 17,425.37    | 30,809.11    | 54,831.02    | 5,805.35   | 336,653.46    |
| 461-33 Fair & Rodeo                     | 0.72   | 108,413.34    | 8,293.62     | 4,298.95     | 7,650.84     | 810.05     | 129,466.80    |
| 462-34 Hispanic Heritage Night          | 0.12   | 14,320.57     | 1,095.52     | 716.49       | 1,275.14     | 135.01     | 17,542.73     |
| 463-31 Event Center                     | 5.00   | 202,478.86    | 15,489.63    | 27,010.05    | 35,034.00    | 5,089.50   | 285,102.04    |
| 499-46 Assessor's Valuation             | 1.80   | 150,925.92    | 11,545.83    | 13,003.86    | 20,305.50    | 2,450.31   | 198,231.42    |
| 608-41 Lea County Drug Task Force       | 3.00   | 284,489.90    | 8,408.62     | 10,488.82    | 8,309.00     | 1,976.41   | 313,672.75    |
| Special Revenue Funds Total             | 166.55 | 8,914,119.66  | 668,473.55   | 1,049,931.73 | 2,390,118.50 | 197,838.37 | 13,220,481.82 |
| Trust & Agency                          |        |               |              |              |              |            |               |
| 808-78 LCCA                             | 29.00  | 1,710,969.74  | 130,889.19   | 203,378.27   | 456,885.00   | 38,322.52  | 2,540,444.72  |
| 810-20 Lea County Solid Waste Authority | 1.60   | 81,218.66     | 6,213.23     | 10,890.40    | 22,321.60    | 2,052.08   | 122,695.96    |
| Trust & Agency Total                    | 30.60  | 1,792,188.40  | 137,102.41   | 214,268.68   | 479,206.60   | 40,374.59  | 2,663,140.68  |
| Grand Total                             | 377.00 | 24,160,343.12 | 1,808,872.58 | 3,843,391.15 | 5,968,934.00 | 598,415.71 | 36,379,956.57 |
| FY 21 Personnel Budget Totals           | 372.00 | 21,088,903.00 | 1,573,807.00 | 3,575,527.00 | 5,193,954.00 | 555,144.00 | 31,987,335.00 |
| Change from Prior Year                  | 1.33%  | 12.71%        | 13.00%       | 6.97%        | 12.98%       | 7.23%      | 12.07%        |



# **Summary of Requested New Positions**

| Position               | Department                    | FTE's |
|------------------------|-------------------------------|-------|
| Custodian              | 401-03 Facilities Management  | 1     |
| IT Technician          | 401-02 Information Technology | 1     |
| Counselor              | 401-56 DWI Program            | 1     |
| Custodian              | 401-03 Facilities Management  | 1     |
| Compliance Coordinator | 436-65 LDWI Grant             | 1     |

Facilities – 2 Information Technology – 1 DWI/Misdemeanor Compliance - 2

## Discussion of Lea County's FY 2021 – 2022 Budget



### **27 Frozen Positions**

| Position                   | Department                 | FTE's |
|----------------------------|----------------------------|-------|
| Field Appraiser            | 401-06 County Assessor     | 1     |
| Deputy                     | 401-08 County Sheriff      | 1     |
| Deputy                     | 401-08 County Sheriff      | 1     |
| Assistant Finance Director | 401-75 Finance Department  | 1     |
| Administrative Coordinator | 401-75 Finance Department  | 1     |
| Staff Engineer             | 401-76 Planning Department |       |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Equipment Operator         | 402-10 Road Department     | 1     |
| Crew Supervisor            | 402-10 Road Department     | 1     |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Equipment Operator         | 402-10 Road Department     | 1     |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Senior Equipment Operator  | 402-10 Road Department     | 1     |
| Detention Officer          | 418-23 Detention Center    | 1     |
| Detention Officer          | 418-23 Detention Center    | 1     |
| Business Manager           | 418-23 Detention Center    | 1     |
| Detention Officer          | 418-23 Detention Center    | 1     |
| Detention Officer          | 418-23 Detention Center    | 1     |
| Detention Officer          | 418-23 Detention Center    | 1     |
| Maintenance Tech           | 460-32 Fairgrounds         | 1     |
| Maintenance Lead           | 460-32 Fairgrounds         | 1     |
| Administrative Coordinator | 463-31 Event Center        | 1     |
| Operations Technician      | 463-31 Event Center        | 1     |

County Assessor – 1
County Sheriff – 2
Finance Department – 2
Planning – 1
Road Department – 11
Detention Center – 6
Fairgrounds – 2
Event Center - 2



# Key Assumptions for FY 22

5% Merit Increase - \$895,497 (included in personnel budget)

4% - \$716,397

3% - \$537,298

Longevity Pay - \$575,000 plus taxes

Health Insurance – projected 5% increase

Total Positions – 377 proposed (372 approved plus 5 new positions)

Currently 27 frozen positions – 345 funded positions 34 vacancies as of 03/31/2021



# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| DATE SUBMITTED mm-dd-yyyy:<br>04/06/2021   | SUBMITTED BY Name, Title, Dept:<br>Chip Low, Director, Finance   |  |
|--|--|--|
| SUBJECT:<br>Discussion of Personnel Proposals  | ATTACHMENT(S): PowerPoint  |  |
| NO. OF ORIGINALS FOR SIGNATURE:<br>None  | ACTION REQUESTED:  Discussion Item   |  |
| BUDGET LINE ITEM NUMBER:<br>N/A  | FISCAL BUDGET YEAR:<br>2021 - 2022   |  |
| STRATEGIC PLAN Implementation of 5 Year Strategic Section 3,1 accountability which is "Lea County responsible Performance measures met include 3,1,4 | Plan:<br>a for the publics tax dollars in a fiscally conservative and transparent manner."                                     |  |
| SUMMARY:   |  |  |
| In accordance with t e Budget Timeline - Discussi  | ion of Personnel Proposals   |  |
| Requested Items Needed for Presenta Easel Laptop Proje   | ation Easels/Laptop/Projector/Etc.: See Additional Summary Attached  |  |
| SUBMITTER'S RECOMMENDATION(S): Discussion Only   | Submitter's Signature Department Director, Etc.  Sandan John France  |  |
| FINANCE REVIEW Fiscal Impact/Cost:   | Reviewed by Finance Director   |  |
| LEGAL REVIEW: (Note: Travel does not need legal review   | ew) Reviewed by County Attorney  |  |
| COUNTY MANAGER REVIEW:   | Approved by County Manager to be Placed on Agenda Digitally eigned by Michael Wichael Collegia Dale: 2021.04.06 13:48:49 -6600 |  |
| Item No. 0301 RECORDING SECRETA  | RY'S USE ONLY ~ COMMISSION ACTION TAKEN  |  |
| Approved: Denied: Resolution No. Policy N Continued To: Referred   | Other: Discussion Budget - Personnel Ordinance No Comments:  |  |



COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Threatened Litigation Involving Revenue, as Authorized by NMSA 1978 § 10-15-1 H (7).

COMMISSION MAY CONVENE IN OPEN SESSION to take Action, if any, on the Closed Session Item(s).



# **Other Business**







# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, April 8, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: Tuesday, March 23, 2021

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

| DATE SUBMITTED mm-dd-yyyy:                         | SUBMITTE  | SUBMITTED BY Name, Title, Dept:  |  |
|--|---|--|--|
| 04/06/2021   | Sandrea Brito.  | Executive Coordinator/Executive Department   |  |
| SUBJECT:   | ATTACHME  | ATTACHMENT(S):   |  |
| Other Business                                     | None  |  |  |
| NO. OF ORIGINALS FOR SIGNATURE:                    | ACTION RE   | ACTION REQUESTED:  |  |
| None   | Action Item   | Action (tem  |  |
| BUDGET LINE ITEM NUMBER:                           | FISCAL BUI  | FISCAL BUDGET YEAR:  |  |
| N/A  | N/A   | N/A  |  |
| STRATEGIC PLAN Implementation of 5 Year S          | trategic Plan:  |  |  |
| Section 2 - 6: Transparency and ethical decision m | naking continue to be the framework in v                  | which the county operates.   |  |
| SUMMARY:   |   |  |  |
| Any Other Business                                 |   |  |  |
| Any Other Business                                 |   |  |  |
|  |   |  |  |
|  |   |  |  |
|  |   |  |  |
|  |   |  |  |
|  |   |  |  |
| Requested Items Needed for Price Easel Laptop      | resentation Easels/Laptop/Projector/E<br>Projector Other: | See Additional Summary Attached  |  |
| SUBMITTER'S RECOMMENDATION(S):                     |   | Submitter's Signature  |  |
| Any Other Business                                 |   | Department Director, Etc.  |  |
|  |   | Saraca Stat Brito  |  |
| FINANCE REVIEW Fiscal Impact/Cost:                 |   | Reviewed by Finance Director   |  |
|  |   |  |  |
| LEGAL REVIEW: (Note: Travel does not need le       | egal review)  | Reviewed by County Attorney  |  |
| COUNTY MANAGER REVIEW:                             |   | Approved by County Manager   |  |
|  |   | to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2021 04 06 13:48:49 |  |
| tem No. 0500 RECORDING SE                          | CRETARY'S USE ONLY ~ COMMI                                |  |  |
|  | Denied:   | Other: Any Other Business  |  |
|  | Policy No   | Ordinance No   |  |
| Continued To:                                      | Referred To:  | Comments:  |  |





Join Us at Our Next Meeting on Thursday, April 22, 2021 at 9:00 A.M.