

Lea County Board of County Commissioners



Regular Meeting
Thursday, November 5, 2020 9:00 A.M.

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



Lea County Board of County Commissioners Regular Meeting

Thursday, November 5, 2020 9:00 A.M.

Lea County Historic 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 5 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. 20-NOV-233R Approving the October 22, 2020 Regular Meeting Minutes.
- Public Comments *(Non Agenda Items)*.
- Commissioners and Manager Comments.

ITEM 02: ACTION ITEMS

- Consideration of Lea County Resolution No. 20-NOV-234R Approving a Recommendation from the Lea County Fair & Rodeo Board Authorizing an Agreement Between Lea County and Wright's Amusement as the Amusement (Carnival) Provider During the 2021 Lea County Fair & PRCA Rodeo. *(Larry Wheeler, Chair, Fair & Rodeo Board)*
- Consideration of Lea County Resolution No. 20-NOV-235R Approving an Agreement Between Lea County and the City of Eunice for the Transfer of Real Property from Lea County to the City of Eunice and an Allocation of \$25,000.00 for the Purpose of a Convenience/Recycling Center. *(Michael Gallagher, County Manager)*
- Consideration of Lea County Resolution No. 20-NOV-236R Authorizing Lea County's Fiscal Year 2020 – 2021 Budget Submittal to the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award Program. *(Michael Gallagher, County Manager)*
- Consideration of Lea County Resolution No. 20-NOV-237R Authorizing Out of State Travel December 6 - 7, 2020 to Dallas/Fort Worth, Texas to Attend Annual Aircraft Rescue & Fire Fighting (ARFF) Training for the Lea County Regional Airport ARFF Fire Department. *(Charles F. Pruit, Public Safety Administrator)*

- Consideration of Lea County Resolution No. 20-NOV-238R Approving the Publication of Notice of Hearing to Adopt Amendments to Lea County Personnel Ordinance, Number 89. *(Craig Bova, Human Resources Director)*
- Consideration of Lea County Resolution No. 20-NOV-239R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Right of Way – an Alley in Block 19 in the Payton Addition, Section 29, Township 19, Range 37 East in Monument. *(Bruce Reid, County Planner)*

ITEM 03: OTHER BUSINESS

ADJOURN

~ Please join us for a special meeting on Thursday, November 12, 2020 at 9:00 A.M. ~

Consideration of Lea County Resolution No. 20-NOV-233R Approving the October 22, 2020 Regular Meeting Minutes



Minutes of Meeting
Lea County Board of Commissioners
October 22, 2020

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, Commissioner Jonathan Sena, District 4, and Commissioner Richard Don Jones, District 5.

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

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

ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 20-OCT-222R Approving the October 8, 2020 Regular Meeting Minutes

Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 20-OCT-222R Approving the October 8, 2020 Regular Meeting Minutes. 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 Jones, yes. The motion passed.

- Public Comments

There are no public comments.

- Commissioner and Manager Comments

Commissioner Jones stated for everyone to get out and vote.

Commissioner Eidson commented to keep our leaders and educators in our thoughts and prayers.

Commissioner Sena made comments in regards to the hard times educators and workers are going through right now.

Vice Chair Jackson asked that everyone pray for our County and this election.

Chair Long made comments in regards to former Chair Ron Black.

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-233R
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 5th day of November, 2020, 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
Voted: Yes No Abstain

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

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

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

MINUTES
OF
MEETING



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

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | |
|--|--|
| DATE SUBMITTED mm-dd-yyyy: 10/22/2020 | SUBMITTED BY Name, Title, Dept: Hollye Shearer, Recording Secretary/Deputy Clerk, Clerk's Office |
| SUBJECT: Minutes | ATTACHMENT(S): Resolution Minutes |
| NO. OF ORIGINALS FOR SIGNATURE: 1 - Resolution; 1 - Set of Minutes | ACTION REQUESTED: Action Item |
| BUDGET LINE ITEM NUMBER: N/A | FISCAL BUDGET YEAR: N/A |

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
 Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.

SUMMARY:
 See attached draft minutes submitted by Hollye Shearer, Recording Secretary/Deputy Clerk, for the following LCBCC meetings:
 October 22, 2020 Regular Meeting

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|--|--|
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ <small>If checked, how many:</small> | See Additional Summary Attached <input type="checkbox"/> |
| SUBMITTER'S RECOMMENDATION(S): Review & Approve Minutes | Submitter's Signature Department Director, Etc. |
| FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review | Reviewed by Finance Director ByPass Finance Review <small>Digitally signed by P. Gallagher II Date: 2020.10.29 10:58:05 -06'00'</small> |
| LEGAL REVIEW: (Note: Travel does not need legal review) | Reviewed by County Attorney |
| COUNTY MANAGER REVIEW: 10/22: Reviewed by LCBCC D3 with recommended changes 10/23: Reviewed by LCBCC D2 | Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2020.10.29 10:57:27 -06'00'</small> |

| | | |
|---|---|--|
| Item No. <u>0101</u> | | |
| RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | | |
| Approved: _____ Resolution No. <u>20-NOV-233R</u> Continued To: _____ | Denied: _____ Policy No. _____ Referred To: _____ | Other: _____ Ordinance No. _____ Comments: _____ |

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-233R

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 5th day of November, 2020, 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
Voted: Yes No Abstain

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

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

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

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

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

By: _____
Hollye Shearer, Deputy Clerk

John W. Caldwell, County Attorney

**Minutes of Meeting
Lea County Board of Commissioners
October 22, 2020**

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, Commissioner Jonathan Sena, District 4, and Commissioner Richard Don Jones, District 5.

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

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

ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 20-OCT-222R Approving the October 8, 2020 Regular Meeting Minutes.

Chair Long asked if there were any public comments concerning this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 20-OCT-222R Approving the October 8, 2020 Regular Meeting Minutes. 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 Jones, yes. The motion passed.

- Public Comments

There are no public comments.

- Commissioner and Manager Comments

Commissioner Jones stated for everyone to get out and vote.

Commissioner Eidson commented to keep our leaders and educators in our thoughts and prayers.

Commissioner Sena made comments in regards to the hard times educators and workers are going through right now.

Vice Chair Jackson asked that everyone pray for our County and this election.

Chair Long made comments in regards to former Chair Ron Black.

ITEM 02: ACTION ITEMS

- Consideration of Lea County Resolution No. 20-OCT-223R Approving a Recommendation from the Lea County Fair & Rodeo Board for Authorization of Out of State Travel November 29 – December 4, 2020 to Attend the 2020 Professional Rodeo Cowboys Association (PRCA) National Convention in Fort Worth, Texas and the National Finals Rodeo (NFR) in Arlington, Texas. *(Larry Wheeler, Chair, on behalf of Fair & Rodeo Board)*

Fair & Rodeo Board Chair Wheeler requested approval. Chair Long asked if there were any public comments regarding this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 20-OCT-223R Approving a Recommendation from the Lea County Fair & Rodeo Board for Authorization of Out of State Travel November 29 – December 4, 2020 to Attend the 2020 Professional Rodeo Cowboys Association (PRCA) National Convention in Fort Worth, Texas and the National Finals Rodeo (NFR) in Arlington, Texas. The motion was seconded by Commissioner Jones. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

- Consideration of Lea County Resolution No. 20-OCT-224R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Variance to Lea County Subdivision Regulations 16.4.5B2B for Minimum Average Lot Size for a Subdivision with Individual Liquid Waste Systems in the Reyna Subdivision, Section 19 and 30, Township 18 South, Range 39 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 regarding this agenda item. Robert Fierro made comments in regards to supporting the resolution. Ruby Norton made comments in regards to the tract that was already sold. Commissioner Sena moved to approve Lea County Resolution No. 20-OCT-224R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Variance to Lea County Subdivision Regulations 16.4.5B2B for Minimum Average Lot Size for a Subdivision with Individual Liquid Waste Systems in the Reyna Subdivision, Section 19 and 30, Township 18 South, Range 39 East, N.M.P.M. in Lea County, New Mexico. The motion was seconded by Chair Long. Secretary polled the Commission. Chair Long, no; Vice Chair Jackson, no; Commissioner Eidson, no; Commissioner Sena, yes; Commissioner Jones, no. The motion failed.

- Consideration of Lea County Resolution No. 20-OCT-225R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Variance for Lea County Subdivision Regulations 16.2.1F Magnum Subdivision, Unit 1. *(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 regarding this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 20-OCT-225R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Variance for Lea County Subdivision Regulations 16.2.1F Magnum Subdivision, Unit 1. The motion was seconded by Chair Long. Secretary polled the Commission. Chair Long, no; Vice Chair Jackson, no; Commissioner Eidson, no; Commissioner Sena, no; Commissioner Jones, no. The motion failed.

- Consideration of Lea County Resolution No. 20-OCT-226R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Variance for Lea County Subdivision Regulations 16.2.1F High Lonesome Subdivision, Unit 1. *(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 regarding this agenda item. Commissioner Sena moved to approve Lea County Resolution No. 20-OCT-226R Approving a Recommendation from the Lea County Planning & Zoning Board for the Approval of a Variance for Lea County Subdivision Regulations 16.2.1F High Lonesome Subdivision, Unit 1. The motion was seconded by Chair Long. Secretary polled the Commission. Chair Long, no; Vice Chair Jackson, no; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Jones, yes. The motion passed.

- Consideration of Lea County Resolution No. 20-OCT-227R Approving Grant No. G19SN0017A Modification No. 6 Between Lea County and the Office of National Drug Control Policy Increasing Funds for the High Intensity Drug Trafficking Area (HIDTA) Region VI Awarded 01/01/2019 to 12/31/2020. *(Michael Gallagher, County Manager)*

Manager Gallagher requested approval. Chair Long asked if there were any public comments regarding this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 20-OCT-227R Approving Grant No. G19SN0017A Modification No. 6 Between Lea County and the Office of National Drug Control Policy Increasing Funds for the High Intensity Drug Trafficking Area (HIDTA) Region VI Awarded 01/01/2019 to 12/31/2020. 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 Jones, yes. The motion passed.

- Consideration of Lea County Resolution No. 20-OCT-228R Approving an Amendment to the Memorandum of Agreement Between Lea County and the Economic Development Corporation of Lea County (EDCLC) to Increase Funding by \$400,000.00 to Assist in Providing Internet Services Throughout Areas of Lea County. *(Michael Gallagher, County Manager)*

Manager Gallagher requested approval. Chair Long asked if there were any public comments regarding this agenda item. Missi Currier made comments in regards to supporting the resolution. Vice Chair Jackson moved to approve Lea County Resolution No. 20-OCT-228R Approving an Amendment to the Memorandum of Agreement Between Lea County and the Economic Development Corporation of Lea County (EDCLC) to Increase Funding by \$400,000.00 to Assist in Providing Internet Services Throughout Areas of Lea County. 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 Jones, yes. The motion passed.

- Consideration of Lea County Resolution No. 20-OCT-229R Approving Lea County's Participation in the Federal Aviation Administration (FAA) Cost Share Air Traffic Control Tower Program. *(Corey Needham, Assistant County Manager - Operations)*

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments regarding this agenda item. Vice Chair Jackson moved to approve Lea County Resolution No. 20-OCT-229R Approving Lea County's Participation in the Federal Aviation Administration (FAA) Cost Share Air Traffic Control Tower Program. 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 Jones, yes. The motion passed.

- Consideration of Lea County Resolution No. 20-OCT-230R Approving the 2020 – 2023 Option to Renew Agreement Between Lea County and Molzen Corbin for Airport Engineering Services. *(Corey Needham, Assistant County Manager – Operations)*

Assistant County Manager Needham requested approval. Chair Long asked if there were any public comments regarding this agenda item. Commissioner Eidson moved to approve Lea County Resolution No. 20-OCT-230R Approving the 2020 – 2023 Option to Renew Agreement Between Lea County and Molzen Corbin for Airport Engineering Services. The motion was seconded by Commissioner Jones. Secretary polled the Commission. Chair

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

- Consideration of Lea County Resolution No. 20-OCT-231R Approving a Quote from Coss & Sons Fence Company to Install Fencing and Gates at the Lea County Annex Facility. (*Edmundo Lara, Interim Facilities Director*)

Interim Facilities Director requested approval. Chair Long asked if there were any public comments regarding this agenda item. Commissioner Jones moved to approve Lea County Resolution No. 20-OCT-231R Approving a Quote from Coss & Sons Fence Company to Install Fencing and Gates at the Lea County Annex Facility. 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 Jones, yes. The motion passed.

ITEM 03: DISCUSSION ITEMS

- Discussion of Lea County's Financial Report (September 2020). (*Michael Gallagher, County Manager*)

Manager Gallagher presented a discussion of Lea County's Financial Report.

- Discussion of Lea County's Accounts Payable (September 2020). (*Michael Gallagher, County Manager*)

Manager Gallagher presented a discussion of Lea County's Accounts Payable.

ITEM 04: EXECUTIVE SESSION

CLOSED SESSION

- **Board of County Commissioners**

- Pursuant to Section 10-15-1 (H7), (H8), of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss the Disposal of Real Property in Southern Lea County and of Real Property in Central Lea County, as Authorized by the NMSA 1978 § 10-15-1 H (8).

- At 10:17 a.m. Vice Chair Jackson moved to convene in Executive Session pursuant to **Section 10-15-1 (H7), (H8), of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss the Disposal of Real Property in Southern Lea County and of Real Property in Central Lea County as Authorized by the Open Meetings Act.** The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice

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

The meeting reconvened at 11:54 a.m.

Let the record reflect that only those matters announced in the motion to go into closed session were discussed.

ITEM 05: OTHER BUSINESS

- Consideration of Lea County Resolution No. 20-OCT-232R Approving an Amendment to the Lease Between Lea County and Nor-Lea Hospital District for the Dal Paso Building and Addition Thereto. *(Michael Gallagher, County Manager)*

County Manager Gallagher requested approval. Chair Long asked if there were any public comments regarding this agenda item. Commissioner Sena moved to approve Lea County Resolution No. 20-OCT-232R Approving an Amendment to the Lease Between Lea County and Nor-Lea Hospital District for the Dal Paso Building and Addition Thereto. 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 Jones, yes. The motion passed.

The meeting was adjourned at 11:56 a.m.

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

Rebecca Long, Chair

Dean Jackson, Vice Chair

Gary G. Eidson, Member

Jonathan Sena, Member

Richard Don Jones, Member

ATTEST: Keith Manes
Lea County Clerk

Hollye Shearer

Public Comments (Non Agenda Items)





LEA COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC COMMENT SUMMARY FORM

Thursday, November 5, 2020 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 leacounty@leacounty.net by:

Tuesday, November 3, 2020

DATE SUBMITTED:

SUBMITTED BY:

CONTACT INFO:

Phone No.: _____

Email Address: _____

Mailing Address: _____

Please check in with the Lea County Manager prior to the start of the meeting.

See attached Lea County Resolution No. 20-JAN-021R
Open Meetings and Procedures.

SUMMARY OF PUBLIC COMMENT:

Item 0102

RECORDING SECRETARY'S USE ONLY

Comments: _____



Lea County Board of County Commissioners

Regular Meeting

Thursday, November 5, 2020 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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**STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-JAN-021R**

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.
2. 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.

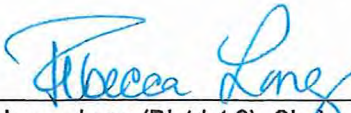
4. Emergency meetings will be called only under unforeseen circumstances that, if not addressed immediately by the County Commission, will likely result in injury or damage to persons or property or substantial financial loss to Lea County. The County Commission will avoid emergency meetings whenever 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:

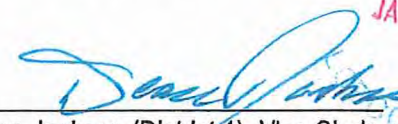
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Lea County Manager's office located in the Lea County Courthouse 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.

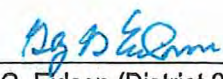
- B. If a closed meeting is conducted when the County Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable 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.
11. 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. 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 16th day of January, 2020, 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
Voted: Yes No Abstain


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



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

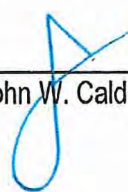

Jonathan Sena (District 4), Member
Voted: Yes No Abstain


Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
Hollye Shearer, Deputy Clerk


John W. Caldwell, County Attorney



Commissioners and Manager Comments





LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | |
|---|--|
| DATE SUBMITTED mm-dd-yyyy: 10/29/2020 | SUBMITTED BY Name, Title, Dept: Sandrea Brito, Executive Coordinator, Executive Department |
| SUBJECT: Commission/Manager Comments | ATTACHMENT(S): None |
| NO. OF ORIGINALS FOR SIGNATURE: None | ACTION REQUESTED: Discussion Item |
| BUDGET LINE ITEM NUMBER: N/A | FISCAL BUDGET YEAR: N/A |

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 2.3: Continuous communication with the public is beneficial and necessary.
Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.

SUMMARY:
Commissioners & Managers Comments

| | |
|---|---|
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: | See Additional Summary Attached <input type="checkbox"/> |
|---|---|

| | |
|--|---|
| SUBMITTER'S RECOMMENDATION(S): Discussion Only | Submitter's Signature Department Director, Etc. |
|--|---|

| | |
|--|--|
| FINANCE REVIEW Fiscal Impact/Cost: ByPass Finance Review | Reviewed by Finance Director ByPass Finance Review Digitally signed by ByPass Finance Review Date: 2020.10.29 10:56:05 -05'00' |
|--|--|

| | |
|---|---|
| LEGAL REVIEW: (Note: Travel does not need legal review) ByPass Legal Review | Reviewed by County Attorney ByPass Legal Review Digitally signed by ByPass Legal Review Date: 2020.10.29 12:42:18 -06'00' |
|---|---|

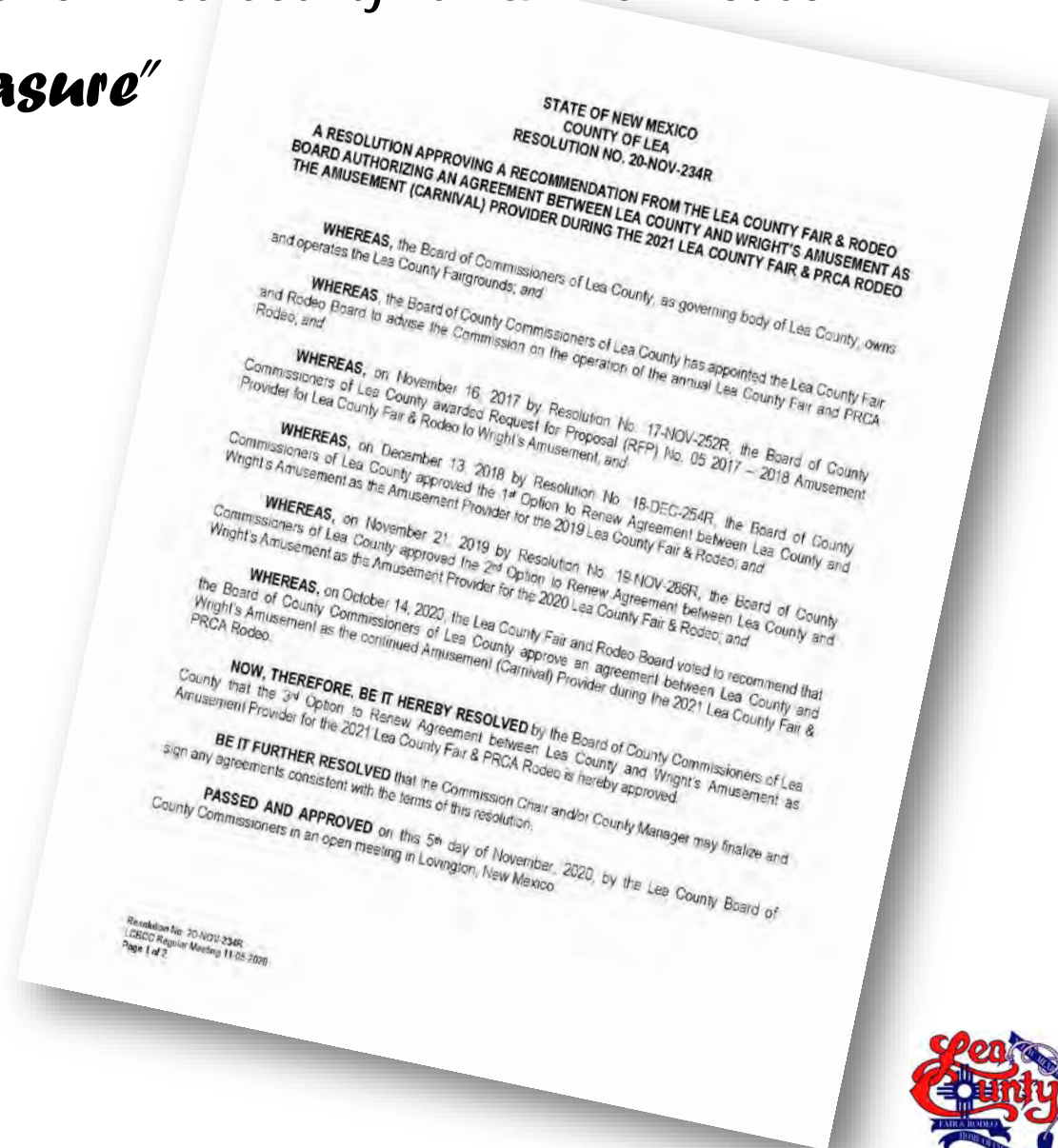
| | |
|-------------------------------|---|
| COUNTY MANAGER REVIEW: | Approved by County Manager to be Placed on Agenda Digitally signed by Michael P. Gallagher II Date: 2020.10.29 10:57:27 -06'00' |
|-------------------------------|---|

| | | |
|---|---|--|
| Item No. 0103 | | |
| RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | | |
| Approved: _____ Resolution No. _____ Continued To: _____ | Denied: _____ Policy No. _____ Referred To: _____ | Other: <u>Discussion</u> Ordinance No. _____ Comments: _____ |

Consideration of Lea County Resolution No. 20-NOV-234R Approving a Recommendation from the Lea County Fair & Rodeo Board Authorizing an Agreement Between Lea County and Wright's Amusement as the Amusement (Carnival) Provider During the 2021 Lea County Fair & PRCA Rodeo



"Traditions We Treasure"





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

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | |
|--|---|
| DATE SUBMITTED mm-dd-yyyy: 10/20/2020 | SUBMITTED BY Name, Title, Dept: Jim Kemp/General Manager/Lea County Fairgrounds |
| SUBJECT: Approval of Wright's Amusement as the carnival and amusement game provider for the 2021 Lea County Fair & PRCA Rodeo | ATTACHMENT(S): 1. Resolution 2. Contract for Services 3. Lea County Fair Board Minutes |
| NO. OF ORIGINALS FOR SIGNATURE: 1 - Resolution; 1 - Agreement | ACTION REQUESTED: Action Item |
| BUDGET LINE ITEM NUMBER: N/A | FISCAL BUDGET YEAR: 2020 - 2021 |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2: Approach and Strategies #4. Leverage resources to the fullest extent to maximize the return to the public and minimize cost to taxpayer Section 3.4 Quality of Life #4. Exposure to entertainment/# of entertainment options at County facilities | |
| SUMMARY: Wright's Amusement has provided the rides and games for the Lea County Fair and PRCA Rodeo for over sixteen (16) years. John Ring (owner) of Wright's Amusement continues to provide Lea County visitors with safe and affordable amusement during the nine days of our event. Mr. Ring takes ownership of the carnival area during the Fair and Rodeo and maintains this area with his staff. In November of 2018, Wright's Amusement was awarded the contract as a result of RFP being issued. This contract had option for up to three (3) years of renewal, not to exceed a total of four (4) years. The revenue to the County will be disbursed as follows: 35% - gross receipts on 35 rides \$400 - per game/22-25 games 10% - gross receipts on food & drink concessions Wright's Amusement will be responsible for obtaining all required insurance, permits and licenses for the 2021 Lea County Fair and PRCA Rodeo | |
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: _____ | See Additional Summary Attached <input type="checkbox"/> |
| SUBMITTER'S RECOMMENDATION(S): It is the recommendation of the Lea County Fair & Rodeo Board that this resolution be approved. | Submitter's Signature Department Director, Etc. Digitally signed by Jim Kemp Date: 2020.10.20 13:24:31 -06'00' Jim Kemp |
| FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be Fair & Rodeo revenue that will be dependent upon the amount of money spent by visitors to the fair. | Reviewed by Finance Director Digitally signed by Henry C Low Jr Date: 2020.10.29 14:49:52 -06'00' Henry C Low Jr |
| 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 Date: 2020.10.30 09:53:48 -05'00' <i>Michael P. Gallagher II</i> |
| Item No. <u>0201</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | |
| Approved: _____ Denied: _____ Other: _____ Resolution No. <u>20-NOV-234R</u> Policy No. _____ Ordinance No. _____ Continued To: _____ Referred To: _____ Comments: _____ | |

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-234R

A RESOLUTION APPROVING A RECOMMENDATION FROM THE LEA COUNTY FAIR & RODEO BOARD AUTHORIZING AN AGREEMENT BETWEEN LEA COUNTY AND WRIGHT'S AMUSEMENT AS THE AMUSEMENT (CARNIVAL) PROVIDER 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 and PRCA Rodeo; *and*

WHEREAS, on November 16, 2017 by Resolution No. 17-NOV-252R, the Board of County Commissioners of Lea County awarded Request for Proposal (RFP) No. 05 2017 – 2018 Amusement Provider for Lea County Fair & Rodeo to Wright's Amusement; *and*

WHEREAS, on December 13, 2018 by Resolution No. 18-DEC-254R, the Board of County Commissioners of Lea County approved the 1st Option to Renew Agreement between Lea County and Wright's Amusement as the Amusement Provider for the 2019 Lea County Fair & Rodeo; *and*

WHEREAS, on November 21, 2019 by Resolution No. 19-NOV-286R, the Board of County Commissioners of Lea County approved the 2nd Option to Renew Agreement between Lea County and Wright's Amusement as the Amusement Provider for the 2020 Lea County Fair & Rodeo; *and*

WHEREAS, on October 14, 2020, 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 Wright's Amusement as the continued Amusement (Carnival) Provider during the 2021 Lea County Fair & PRCA Rodeo.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the 3rd Option to Renew Agreement between Lea County and Wright's Amusement as Amusement Provider for the 2021 Lea County Fair & PRCA Rodeo 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 5th day of November, 2020, 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
Voted: Yes No Abstain

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

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

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

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

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

By: _____
Hollye Shearer, Deputy Clerk

John W. Caldwell, County Attorney

CONTRACT # 05 - (17 - 18)
Effective Date: _____

LEA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

Contractor Legal Name: Wright's Amusement

Services Summary Description: Carnival Ride & Game Producer for 2021 Fair & Rodeo

Initial Period of Performance shall be through: July 30 - August 7, 2021

Pre-GRT, Total Annual Charges to this contract may not exceed: N/A

This Contract complies with New Mexico and County procurement requirements as follows:

- ☒ RFP # 05 - (17 - 18), ☐ BOCC approval date _____
- ☐ Bid # _____, ☐ BOCC approval date _____
- ☐ "Qualified" Professional Service, \$60,000 or less annually. Qualifications attached.
- ☐ Three Written Quotes \$60,000 or less annually ☒ \$20,000 or less annually.
- ☐ Sole – Source ☐ Emergency Procurement
- ☐ Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

| | |
|---|--|
| Lea County Government | Contractor: Wright's Amusement |
| Department: Lea County Finance Department | ATTN: John Ring |
| ATTN: Kathy McLaughlin | Title: Owner |
| Street: 100 N. Main, Ste 4 | Street: P.O.Box 1000 |
| City, State, Zip: Lovington, NM 88260 | City, State, Zip: Elbert, Colorado 80106 |
| Phone: 575-396-865e | Phone: 281-460-4127 |
| Fax: 575-396-5684 | Fax: |
| Cell: | Cell: 281-460-4127 |
| Email: kmclaughlin@leacounty.net | Email: wrightscarnival2@yahoo.com |

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence July 30, 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 one (1) additional years, not to exceed a total of four (4) years.

*This document stipulates only the original contract dated November 11, 2019. All other contract articles, or addendums, will remain in effect through Initial Period of Performance.

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:

Wright's Amusement

County Manager

Print Name and Title

Date: _____

Date: _____



Minutes of Regular Meeting Lea County Fair and Rodeo Board

Monday, October 14, 2020, 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 6:03 P.M. at the Lea County Fair Board Meeting Room.

Members Present to Wit: Larry Wheeler, Trey Kerby, Kris Allen, Rick Schaap, Brian Pointer, Todd Roberson, Tyson Pierce, Vivian Flemens, Pat Sims & Marcy Butts

Also Present: GM Jim Kemp, AC Brandy Campbell, BM Cristina Wilhoit, Commissioner Jackson

ITEM 01: FAIR AND RODEO BOARD

- Consideration of Approval of the September, 2020 Meeting Minutes

No discussion.

Trey Kerby made motion to approve minutes from the September 14, 2020 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 Committee Members

The following were retained/added to various committees:

Rodeo: Trey Kerby, Larry Wheeler, Kris Allen, Jimmy Campbell, Tammie Van Marter, Coady Tinley, Reid Bretz, Stoney Collins.

Entertainment: Brian Pointer, Larry Wheeler, Fair Board Members as needed

Hispanic Heritage: Rick Schaap, Janie G. Hernandez

Buckle & Awards: Kris Allen, Brian Pointer, Vivian Flemens, Marcy Butts

Queen: Larry Wheeler, Trey Kerby, Belinda Hardin, Denise McDaniel, Leslie Zepeta

Vendors/RV: Trey Kerby, Todd Roberson, Fair Board Members as needed

Livestock Sale: Tyson Pierce, Bobby Shaw, Seth Cox, Mickey Welborn, Todd Roberson, Marcy Butts, Kyle Johnston

Livestock: Larry Wheeler, Trey Kerby, Clyde Wilhoit, Todd Roberson, Kyle Johnston, Livestock Superintendents

Kris Allen made motion to approve the committee members as listed. Brian Pointer seconded the motion; motion carried unanimously.

- Consideration of Approval of IAFE/PRCA Attendees

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:** Pat Sims & Marcy Butts

Chairman Wheeler stated the IAFE Convention has been cancelled; he and Trey Kerby will attend the PRCA Conference.

Kris Allen made motion to approve board member Larry Wheeler and Trey Kerby to attend the 2020 PRCA Conference. Marcy Butts seconded the motion; motion carried unanimously.

• **Consideration of Approval of 2021 Carnival – Wright's Amusements**

No discussion.

Pat Sims made motion to approve Wright's Amusements as the 2021 Carnival Producer. Marcy Butts seconded the motion; motion carried unanimously.

• **Consideration of Approval of the 2021 Additional Small Stage Act**

Vice Chairman Trey Kerby stated kids will like the strolling Power Rangers. Pat Sims stated there may be an additional stage performance on the first Saturday Night of fair and will confirm in the near future.

Pat Sims made motion to table the approval of an additional small stage act until the next meeting. Kris Allen seconded the motion; motion carried unanimously.

ITEM 03: DISCUSSION ITEMS

• **Discussion of Livestock Sale Outstanding**

Currently, three buyers/packers have invoices outstanding for the sale with three donors left to pay add-ons.

ITEM 04: OTHER BUSINESS

Pat Sims stated that almost all entertainment has been confirmed.

Board members were asked to forward any information regarding a possible caterer for the Entertainment.

ADJOURN

Trey Kerby made a motion at 6:53 P.M. to adjourn this meeting. Kris Allen seconded the motion; motion carried unanimously.

Next Scheduled Meeting: November 9, 2020 at 6pm

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:** Pat Sims & Marcy Butts

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 19-NOV-286R

A RESOLUTION APPROVING RECOMMENDATIONS FROM THE LEA COUNTY FAIR & RODEO BOARD APPROVING AN AGREEMENT BETWEEN LEA COUNTY AND WRIGHT'S AMUSEMENT AS THE CARNIVAL PROVIDER DURING THE 2020 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*

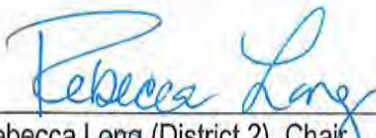
WHEREAS, the Lea County Fair and Rodeo Board Chair recommends approving the contract of Wright's Amusement to provide carnival services during the 2020 Lea County Fair and PRCA Rodeo.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the contract between Lea County and Wright's Amusement 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 21st day of November, 2019, 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
Voted: ☒ Yes ☐ No ☐ Abstain


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


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


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


Richard Don Jones (District 5), Member
Voted: ☒ Yes ☐ No ☐ Abstain

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: Hollye Shearer
Hollye Shearer, Deputy Clerk

Not Present
John W. Caldwell, County Attorney



STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 18-DEC-254R

A RESOLUTION APPROVING RECOMMENDATION FROM THE LEA COUNTY FAIR & RODEO BOARD AUTHORIZING THE 1ST OPTION TO RENEW AGREEMENT BETWEEN LEA COUNTY AND WRIGHT'S OUTDOOR AMUSEMENT COMPANY AS AMUSEMENT PROVIDER FOR THE CARNIVAL AT THE 2019 84TH ANNUAL 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 and Rodeo; and


WHEREAS, the Lea County Fair and Rodeo Board recommends approving Wright's Amusement as the amusement provider for the 2019 Lea County Fair and Rodeo.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that Wright's Amusement as the amusement provider for the 2019 Lea County Fair and Rodeo is hereby approved.


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


PASSED AND APPROVED on this 13th day of December, 2018, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.


LEA COUNTY BOARD OF COUNTY COMMISSIONERS


Ron R. Black, Chair
Voted: ☒ Yes ☐ No ☐ Abstain


Rebecca Long, Vice Chair
Voted: ☒ Yes ☐ No ☐ Abstain


Dean Jackson, Member
Voted: ☒ Yes ☐ No ☐ Abstain


Jonathan Sena, Member
Voted: ☒ Yes ☐ No ☐ Abstain


Richard Don Jones, Member
Voted: ☒ Yes ☐ No ☐ Abstain

Lea County
LCBCC Meeting
DEC 13 2018

ATTEST: Keith Manes
Lea County Clerk

By: Kelli Williams
Kelli Williams, Deputy Clerk



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

John W. Caldwell
John W. Caldwell, County Attorney

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 17-NOV-252R

A RESOLUTION APPROVING RECOMMENDATION FROM THE LEA COUNTY FAIR & RODEO BOARD TO AWARD PROPOSAL NO. 05 2017 – 2018 AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO TO WRIGHT'S OUTDOOR AMUSEMENT COMPANY FOR THE CARNIVAL AT THE 2018 83RD ANNUAL LEA COUNTY FAIR & PRCA RODEO

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

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

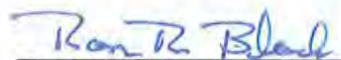
WHEREAS, the Lea County Fair Board appointed Evaluation Committee to review submitted RFP's for Amusement Provider for 2018 Fair & Rodeo; subsequently, the Evaluation Committee recommends the approval of the negotiating process, with the ensuing contract being signed by Lea County Manager.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the negotiating process begin and the resulting contract with Wright's Amusement being signed by Lea County Manager is hereby approved.

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

PASSED, APPROVED and ADOPTED by the governing body at its meeting on November 16, 2017.


LEA COUNTY BOARD OF COUNTY COMMISSIONERS



Ron R. Black, Chair

Voted: ☒ Yes No Abstain

Lea County
NOV 15 2017



Rebecca Long, Vice Chair

Voted: ☒ Yes No Abstain

LCBCC Meeting




Dean Jackson, Member

Voted: ☒ Yes No Abstain

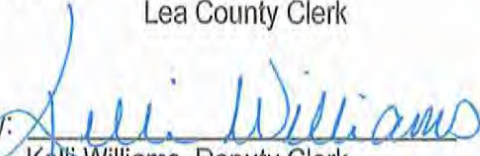


Jonathan Sena, Member


Voted: ☒ Yes No Abstain


Richard Don Jones, Member
Voted: ☒ Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

By: 
Kelli Williams, Deputy Clerk

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


John W. Caldwell, County Attorney



AMUSEMENT PROVIDER
LEA COUNTY FAIR & RODEO
PROPOSAL # 05-(17-18)
DUE DATE: NOVEMBER 1, 2017 - 3:00 P.M.

Total Bids Mailed Out 3

Bids Received 1

Mailed in County 0

| | WRIGHT'S AMUSEMENT |
|---|---|
| RIDES <i>Incl Spectacular Rides</i> | 35% <i>of Gross</i> |
| GAMES | \$400.00 <i>for each GAME</i> |
| FOOD & DRINK CONCESSIONS | 10% <i>of Gross</i> |
| ADDITIONAL FINANCIAL SUPPORT | \$10,000.00 |
| Services meet Specifications? | Yes |
| Options, Exceptions, or Variations to Specs? | No |
| | |



Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail: kmclaughlin@leacounty.net

**REQUEST FOR PROPOSALS
LEA COUNTY, NEW MEXICO**

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO
COMMODITY CODE: 95865
PROPOSAL #05 - (17-18)
DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

The Lea County Commissioners will receive sealed proposals in the Finance Department, Fourth Floor, Courthouse, Lovington, New Mexico, for the above.

The Request for Proposals, all related information, and any future addenda may be obtained from Lea County's web site at <http://www.leacounty.net/p/254> or by contacting the Finance Department, Lea County Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, X-8656, kmclaughlin@leacounty.net.

QUESTIONS: All questions must be addressed in writing to the same contact info above. Only questions answered in writing by Lea County will be binding.

Ron Black, Chairman

Hobbs Daily News Sun

October 4, 2017

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO
PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

1. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
2. All proposal copies will be enclosed together and sealed in one envelope/package, addressed and delivered to: The Finance Department, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030 by 3:00 p.m. local time NOVEMBER 1, 2017. **It is the offeror's responsibility to see that the proposal arrives on time. Late proposals will be returned unopened. Faxes or telephone proposals will not be accepted.**
3. All firms submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County. Any form of contract which an offeror would expect the County to execute if it were awarded the project must be attached. It may not conflict with any provision contained in the Request for Proposals package.
4. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
5. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.
6. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.
7. The County reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the County may reject any or all proposals when it is the best interest of the County to do so.
8. A multi-term proposal is being sought. The County's payment and performance obligations for succeeding fiscal periods will be subject to the availability and appropriation of funds. Multi-term proposals must have a provision allowing the County to terminate the agreement at will at any time, or at least at the end of each fiscal year, without penalty. There must be no "equitable or moral" duty to continue to make payments under the proposal.
9. The Lea County Procurement Policy and the New Mexico Procurement Code NMSA 1978, Sections 13-1-28 through 199, will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.

10. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of this Request for Proposals.
11. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to Lea County.
12. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

13. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.
14. It is expressly agreed and understood that the offeror is not authorized to act as an agent of the County or to enter into any contract on behalf of the County. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of Lea County.
15. The County may prematurely terminate this Contract if the Finance Director judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
16. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County. The offeror is forbidden from using non-employees.
17. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
18. Upon award, the agreement between offeror and the County will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.

19. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why.
20. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

**Finance Director
Lea County Courthouse
100 N. Main, Suite 11
Lovington, NM 88260**

SCOPE OF SERVICES

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

Lea County, New Mexico hereby solicits qualified and interested firms to submit proposals and statements for providing all supervision, labor, services, equipment, hardware, software, materials, and any assistance needed to provide amusement rides and chance booths for the 83rd Annual Lea County Fair & Rodeo to be held on August 3, 2018 through August 11, 2018. This proposal will be for the 2018 Lea County Fair & Rodeo and the County will have the option to exercise an annual renewal of this proposal for up to three additional years.

1. SCOPE OF SERVICES

- a. The interested firm as proposer will provide a minimum of 35 rides which will be a combination of rides suitable for adults and children and will include several "spectacular" rides. The rides the proposer intends to provide are to be delineated in the proposal.
- b. The producer is expected to apply for, obtain, and pay for all the necessary ride permits as required by the State of New Mexico Regulation and Licensing Department.
- c. The interested firm as proposer will be responsible for providing adequate living areas for show personnel to include bathing, restrooms, and sleeping facilities.

2. SPECIFIC REQUIREMENTS

a. REQUIRED PROPOSAL ELEMENTS

- i. This section describes the information that must be furnished in the proposal and prescribes the format in which it must be presented.
 - i. Percentage payment to Lea County from the proposer on the gross receipts, after the payment of New Mexico Gross Receipts taxes, generated from all rides, including the spectacular rides.
 - ii. Percentage payment to Lea County from the proposer on the gross receipts, after the payment of New Mexico Gross Receipts taxes, generated from all games of chance.
 - iii. Percentage payment to Lea County from the proposer on the gross receipts, after the payment of New Mexico Gross Receipts taxes, generated from all vendor's food and beverage stands.
 - iv. Additional funds to support improvements to the Fairgrounds.

b. LEA COUNTY WILL BE PROVIDING THE FOLLOWING:

- i. Lea County will furnish, free of cost to the amusement provider:
 - i. Suitable locations for all amusement rides, concessions, change booths and including, but not limited to space for living quarter areas for show personnel
 - ii. Law enforcement personnel as required.
 - iii. Water
 - iv. Electricity

c. INSURANCE

- i. The successful amusement provider and any subcontractors shall be required to provide to Lea County a certificate of liability insurance in the amount of \$1,000,000.00 per occurrence, \$5,000,000.00 in aggregate, insuring the Amusement provider, Lea County, its agents, and employees. The insurance coverage obtained by the amusement provider shall cover all activities of the proposer, but shall not excuse the amusement provider compliance with the Carnival Ride Insurance Act 57-25-1 *et seq.* NMSA 1978 Comp.
- ii. Lea County, its agents, and employees will be listed as additional insured on all relevant policies

d. COOPERATION

- i. Each party agrees to cooperate with the other in executing any documents or taking reasonable action necessary to carry out the intent and purpose of this contract.

e. FORUM SELECTION AND CHOICE OF LAW

- i. By virtue of entering into a contract with Lea County, New Mexico, the successful amusement provider will submit itself to a court of competent jurisdiction in Lea County, New Mexico, and further agrees that this contract is controlled by the laws of the State of New Mexico and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the State of New Mexico.

3. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

a. SUBMITTALS

- i. One (1) original and six (6) copies, plus one (1) electronic copy (CD or memory stick) marked "Amusement Provider Proposal" will be received no later than 3:00 PM on November 1, 2017;
- ii. To be considered, the proposal must arrive to Lea County, Purchasing 4th floor, 100 North Main Street, Suite 11, Lovington, New Mexico, 88260 on or before the above date and time; proposals will not be accepted via fax / e-mail.
- iii. If a proposal is mailed, sufficient time should be allowed to accommodate mail delivery time to ensure timely receipt of the proposal;
- iv. Any proposal received after the above date and time for submittal, whether by mail or otherwise, will be rejected and such proposal shall be returned unopened;
- v. All proposals must be sealed and labeled on the outside to show the following:
 - i. Title: "Official Amusement Provider" Proposals
 - ii. Name of firm making the proposal:
 - iii. Address of firm making the proposal:
 - iv. Closing date of proposal:
- vi. All proposals shall include a transmittal letter that lists the following:
 - i. Contact person for submittal:
 - ii. Telephone number and fax number of contact person:
 - iii. E-mail address for contact person:
 - iv. Mailing address of contact person:
- vii. Any proposal submitted must include the 'Signature Sheet' and 'Campaign Contribution Disclosure Form' which has been signed by an individual authorized to bind the offer. All proposals submitted without such signature will be deemed non-responsive;
- viii. Interested parties are to submit written proposals that present the firm's qualifications and understanding of the work to be performed. The proposal should be prepared simply and economically and should provide all the information that it considers pertinent to its qualifications for the project and that respond to the 'Scope of Services' and 'Evaluation Criteria' listed herein. Emphasis should be placed on completeness of services offered and clarity of content; and

- ix. If a firm desires not to respond to this proposal, please forward your acknowledgement of 'NO PROPOSAL SUBMITTED' to the above address.

b. INQUIRIES

- i. All inquiries concerning this RFP must be IN WRITING no later than five (5) days prior to the closing date. Inquiries must be made to Kathy McLaughlin, Purchasing Coordinator, Lea County, via FAX: (575) 396-5684 or e-mail: kmclaughlin@leacounty.net. As it is expected that each firm may have different needs for information, it is incumbent on each firm to make whatever inquiries it deems necessary in order to respond to the RFP;
- ii. Lea County assumes no responsibility for oral instructions, suggestions, or interpretations; and
- iii. Any material change will be submitted to all interested firms through the issuance of an addendum by the Purchasing Department.

4. EVALUATION AND SELECTION PROCEDURE

a. OPENING OF PROPOSALS

- i. At the designated time and date, the Lea County Purchasing Coordinator or designee will open and list the proposals for the record. This is not a public opening. The proposals, if responsive, will then be reviewed.

b. CRITERIA

After receipt of the proposals, the Evaluation and Selection Committee will use the following evaluation criteria in selecting the firms for competitive negotiation and recommendation for award of contract:

- | | |
|---|-------------------------|
| i. Percentage payment made to Lea County on the gross receipts (less taxes) on all rides including the spectacular rides; | 20 possible pts. |
| ii. Percentage payment made to Lea County on the gross receipts (less taxes) on all games of chance; | 15 possible pts. |
| iii. Percentage payment made to Lea County on the gross receipts (less taxes) on all food and beverage stands; and | 15 possible pts. |
| iv. Additional financial support for improvements at the Fairgrounds. | 20 possible pts. |
| v. Qualifications & references. | 30 possible pts. |
| TOTAL | 100 |

c. EVALUATION

- i. During the evaluation phase, proposals are reviewed by Lea County's Evaluation and Selection Committee to ascertain which proposals address all the requirements of the RFP.

d. SELECTION PROCEDURE

- i. Lea County may elect to use the competitive negotiation method to acquire the services outlined in this RFP. Under this method, selection shall be made of two or more firms deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in the RFP;
- ii. Negotiations shall be conducted with those firms so selected;
- iii. Price shall be considered, but need not be the sole determining factor;
- iv. After negotiations have been conducted with each firm so selected, Lea County shall select the firm which, in its opinion, has made the best proposal, and may award the contract to that firm;
- v. Lea County may cancel this RFP or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous;
- vi. Should Lea County determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded; and
- vii. The award document will be a contract incorporating, by reference, all the requirements, terms, and conditions of the solicitation and the firm's proposal as negotiated. *** *If firms have a sample contract available, please submit it with your offer.*

e. REFERENCES

- i. All interested firms shall include a list of a minimum of five (5) references, from similar fairs only, who could attest to the firm's; (1) quality of rides, games of chance, and food/beverage items, (2) ability to work with fair management, and (3) deliver and maintain the rides, games of chance, and food booths promised. Include names, contact persons, and phone numbers for all references;
- ii. References may or may not be reviewed or contracted at the discretion of Lea County. Typically, only references of the top ranked, short-listed firms are contacted; and
- iii. Lea County reserves the right to contact references other than, and/or in addition to, those furnished by an interested firm.

f. REJECTION AND AWARD OF PROPOSAL

- i. Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by Lea County, shall be utilized in the final award;
- ii. Lea County reserves the right to reject any or all proposals, to waive informalities, and to reissue any RFPs; and
- iii. Lea County also reserves the right to award the contract as it deems will best serve its interest.

The Terms and Conditions are incorporated herein by reference.

End of Scope of Work.

PROPOSAL FORM
LEA COUNTY, NEW MEXICO

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO
PROPOSAL #05 - (17-18)
DUE DATE: NOVEMBER 1, 2017 - 3:00 P.M. LOCAL TIME

AMUSEMENT PROVIDER NAME: Wright's Amusements

*** Attach one (1) original and six (6) copies of your proposal, plus one (1) electronic copy (CD or memory stick) which addresses all Evaluation Criteria in order as listed in SPECIFICATIONS, PAGE 8. ***

** The following attached required forms have been completed and signed.

☒ Yes

- a. Campaign Contribution
- b. Resident / Veteran Preference - *Attach a copy of certificate issued by NM Tax & Rev.*
- c. Related Party Disclosure
- d. Debarment Certification
- e. Non-Collusion Affidavit

* A sample of Lea County's usual contract template is attached for your information.

The services offered meet specifications:

☒ Yes

☐ No

■ **If the equipment or services offered do not meet specifications, all exceptions or variations are set forth on the following page titled "Options, Exceptions....".**

**OPTIONS, EXCEPTIONS OR VARIATIONS
LEA COUNTY, NEW MEXICO**

**AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO
PROPOSAL #05 - (17-18)
DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME**

Please state each and every option, exception, or variation to the specifications (if any) for the service offered. **Please sign below and return with your offer.**

1) THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS. _____
Signature

- OR -

2) THERE ARE NO OPTIONS, ETC. LISTED. The services offered on this Request for Proposal, meet or exceed all specifications, terms and conditions as described in said Request for Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected and all costs will be borne by the seller.

Barbara C. Ring
Signature

LEA COUNTY, NEW MEXICO

SIGNATURE SHEET

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 - 3:00 P.M. LOCAL TIME

My signature certifies that the proposal as submitted complies with all the terms and conditions as set forth in the RFP for providing rides, games of chance, and food/beverage stands for the Lea County Fair & Rodeo.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Lea County, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Lea County, pertaining to any and all work or services to be performed as a result and any resulting contract with Lea County.

I hereby certify that I am authorized to sign as a representative for the Firm:

Complete Legal Name of Firm: Wright's Amusements

Address: P.O. Box 1000-13002 Co Rd 102- Elbert, CO. 80106

Federal ID No.: 84-1418970

Signature: Barbara A. Ring Date: 10/26/17

Name (type/print): BARBARA Ring

Title: OWNER

Telephone: (303) 880-7426 Fax: (N/A)

E-Mail: BARBARAJRINGS@YAHOO.COM

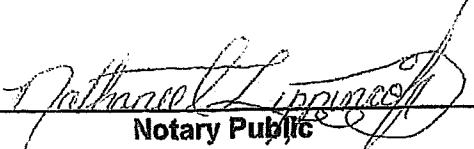
**** To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be part of your response.**

SIGNATURE SHEET
PROPOSAL #05 - (17-18)
PAGE 2

State of COLORADO)
)ss.
County of EL PASO)

BARBARA RING (name), being duly sworn, deposes and says that he/she
is OWNER (title) of WRIGHT'S AMUSEMENTS CO. (firm) and
all foregoing questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this 26 day of OCTOBER, 20 17.



Notary Public

My commission expires:

07/14/2021

| |
|---|
| NATHANIEL LIPPINCOTT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20174029487 MY COMMISSION EXPIRES 07/14/2021 |
|---|

REQUIRED -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who 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 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.

Lea County Public Officials/Commissioners:

Ron Black
Rebecca Long

Dean Jackson
Don Jones
Jonathan Sena

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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 AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Barbara A. Ring
Signature

10/26/17
Date

OWNER
Title (Position)

PROPOSAL FORM
Resident / Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

☐ 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 Department declaring under penalty of perjury that during the last calendar year starting January 1 and 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 protest 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 valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate issued by NM Tax & Rev must be included in order to receive preference.**

NON-COLLUSION AFFIDAVIT

STATE OF COLORADO

County OF EL PASO

Barbara A. Ring (name) being first duly sworn, deposes and says
that he/she is (title) OWNER
of (organization) Wright's Amusements Co.

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:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
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 or other financial interests with said bidder in his business.

By: Barbara A. Ring

Title Owner

SUBSCRIBED and sworn to before me this 26 day of OCTOBER, 20 17.

Notary Public: Nathaniel Lippincott

My Commission Expires: 07/14/2021

NATHANIEL LIPPINCOTT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174029487
MY COMMISSION EXPIRES 07/14/2021

CONTRACT # _____
Effective Date: _____

LEA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

Contractor Legal Name: Wright's Amusements

Services Summary Description: Amusement Provider

Initial Period of Performance shall be through: _____

Pre-GRT, Total Annual Charges to this contract may not exceed: _____

This Contract complies with New Mexico and County procurement requirements as follows:

☒ RFP # 05, ☐ BOCC approval date _____

☐ Bid # _____, ☐ BOCC approval date _____

☐ "Qualified" Professional Service, \$60,000 or less annually. Qualifications attached.

☐ Three Written Quotes \$60,000 or less annually. ☐ \$20,000 or less annually.

☐ Sole – Source ☐ Emergency Procurement

☐ Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

| | |
|---------------------------------------|--|
| Lea County Government | Contractor: <u>Wright's Amusements</u> |
| Department: | ATTN: <u>John Ring</u> |
| ATTN: | Title: <u>Owner</u> |
| Street: 100 N. Main, Ste 4 | Street: <u>13002 Co Rd 102 - P.O. Box 1000</u> |
| City, State, Zip: Lovington, NM 88260 | City, State, Zip: <u>Elbert, CO 80106</u> |
| Phone: | Phone: <u>303-648-3722</u> |
| Fax: | Fax: _____ |
| Cell: | Cell: <u>281-460-4127</u> |
| Email: | Email: <u>WRIGHTSCARNIVAL@yahoo.com</u> |

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under

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 _____ 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

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. The 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, attorneys 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, 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. Contractor's 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 - 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 18 - 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 19 - 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 into this written Contract. No prior condition, contract, agreement, or understanding, verbal or

otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - 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 21 - 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 22 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 23 - 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 24 - 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 25 - 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 26 - 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 27 - 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 28 - 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 29 - 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 30 - 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 31 - 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 can not 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 32 - 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.

ARTICLE 33 - 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 34 - 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:

County Manager

Print Name and Title

Date: _____

Date: _____

* * * * *

Contractor's NM Taxation and 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 | | | 1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts |
| Attachment I - Procurement Method | | | Purchasing Dept. Determines |
| Attachment J - Other | | | Purchasing Dept. Determines |

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.

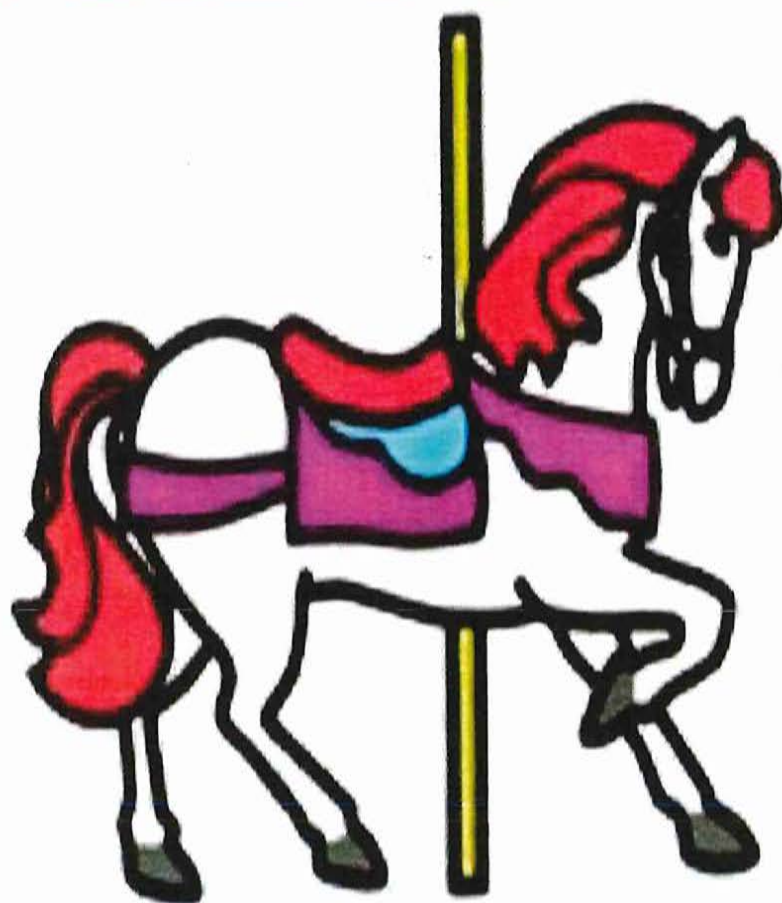
I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Barbara A. Ring
Signature of Authorized Representative

10/26/17
Date

Barbara Ring - OWNER
Typed Name & Title of Authorized Representative

WRIGHT'S



AMUSEMENTS

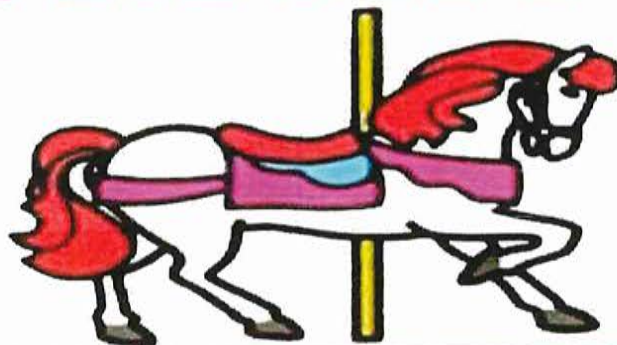
WE ONLY KNOW ONE WAY, THAT'S THE RIGHT WAY!

GO THE WRIGHT WAY!!

WRIGHT'S AMUSEMENTS COMPANY

BRINGING FUN TO EVERYONE!

WRIGHT'S



AMUSEMENTS

SAFETY IS OUR NUMBER ONE CONCERN IN OUR BUSINESS.

OUR PRIMARY CONCERN IS WORKING FOR YOU AND WITH YOU!

WRIGHT'S AMUSEMENTS COMPANY

A PROPOSAL TO: LEA COUNTY FAIR & RODEO



WRIGHT'S AMUSEMENTS CO.

JOHN RING - OWNER

P.O. BOX 1000 - ELBERT, CO 80106

281-460-4127 - 303-648-3722 -

303-880-7426

E-MAIL - wrightsamusements@yahoo.com

barbarajohnring@yahoo.com

WEBSITE - www.wrightscarnival.com

WRIGHT'S AMUSEMENTS CO. PROPOSAL

AMUSEMENT PROVIDER FOR: LEA COUNTY FAIR & RODEO

LOVINGTON, NEW MEXICO

- 1) WRIGHT'S AMUSEMENTS AGREES TO PROVIDE A MINIMUM OF 35 QUALITY RIDES TO THE LEA COUNTY FAIR AND RODEO. RIDES SUITABLE FOR ADULTS, YOUNG ADULTS, FAMILY RIDES AND CHILDREN RIDES AND WILL INCLUDE SEVERAL SPECTACULAR RIDES.**
- 2) W.A. AGREES TO OBTAIN AND PAY FOR ALL NECESSARY RIDE AND FOOD LICENSE AS REQUIRED BY THE STATE OF NEW MEXICO REGULATION AND LICENSING.**
- 3) W.A. AGREES TO PAY 35% OF RIDE GROSS TO THE LEA COUNTY (LESS TAXES) ON ALL RIDES INCLUDING THE SPECTACULAR RIDES.**
- 4) W.A. AGREES TO PAY 10% OF GROSS ON ALL THE FOOD AND DRINK CONCESSIONS TO THE LEA COUNTY (LESS TAXES).**
- 5) W.A. AGREES TO PAY \$400.00 FOR EACH GAME CONCESSIONS.**
- 6) W.A. AGREES TO PAY \$10,000.00 ADDITIONAL FINANCIAL SUPPORT FOR IMPROVEMENTS AT THE FAIRGROUNDS.**



NOVEMBER 1 2017

WRIGHT'S AMUSEMENTS CO. PROPOSAL
AMUSEMENT PROVIDER FOR: LEA COUNTY FAIR & RODEO
LOVINGTON, NEW MEXICO

7) W.A. SHALL OBTAIN A CERTIFICATE OF INSURANCE EVIDENCING THE COVERAGE REQUIRED TO BE MAINTAINED BY W.A. PURSUANT TO THIS AGREEMENT. W.A. SHALL HAVE IN EFFECT LIABILITY INSURANCE COVERING THE DATES AND PROPERTY.

8) W.A. AGREES TO FURNISH ALL CARNIVAL RIDES, ATTRACTIONS, TICKET BOXES, GAMES FOOD AND DRINK CONCESSIONS ON CARNIVAL MIDWAY.

9) W.A. WILL HAVE WRISTBANDS EVERYDAY OF THE FAIR AND RUN THEM FROM OPENING TILL CLOSING. W.A. AGREES TO HAVE RIDE SPECIALS ON THE DESIGNED NIGHTS FOR THE FAIR.

10) W.A. AGREES TO KEEP ALL THE CARNIVAL AREAS CLEAN FROM ALL DEBRIS AND WILL NOT DAMAGE ANY PROPERTY AND LEAVE CARNIVAL AREA IN A CONDITION AT LEAST AS GOOD AS IT WAS BEFORE PERFORMANCE.

11) W.A. AGREES AND WILL CONTINUE TO PAY FOR ADVERTISEMENT TO THRIFTY NICKEL, COUNTRY & HISPANIC RADIO STATION. EACH YEAR IS DIFFERENT IN PRICING. PAID OUT ABOUT \$6800.00 IN ADVERTISING IN 2017.



WRIGHT'S AMUSEMENTS CO. WILL CONDUCT THEIR SHOW SHOW IN A PROFESSIONAL MANNER. WRIGHT'S AMUSEMENTS WILL PROVIDE THE REQUIRED AMOUNT OF INSURANCE NEEDED FOR THE LEA COUNTY FAIR & RODEO. ALL EMPLOYEES ON WRIGHT'S AMUSEMENTS CO. WILL BE CLEAN AND HAVE UNIFORMS AND ID BADGES AND WILL BE FRIENDLY AND HELPFUL WITH ALL OF THE CUSTOMERS AND STAFF. WE WILL HAVE ENOUGH PERSONNEL TO RUN THE CARNIVAL AT ALL TIMES. ALL AREAS OF THE CARNIVAL WILL BE KEPT CLEAN AND RESPECTED AND TAKEN CARE OF AT ALL TIMES. WRIGHT'S AMUSEMENTS WOULD LOVE THE OPPORTUNITY TO KEEP PLAYING AT THE LEA COUNTY FAIR & RODEO FOR YEARS TO COME. AS YOU CAN SEE ON THE FAIR REPORT BACK IN 2004 WAS THE FIRST DATES WE PLAYED THE LEA COUNTY FAIR AND RODEO. ATTENDANCE REMAINED THE SAME BUT THE CARNIVAL/MIDWAY GROSS WAS UP 60% AND EACH YEAR WE HAVE GROWN.



WRIGHT'S AMUSEMENTS CO.

RIDES

KIDS AND FAMILY

1. CAROUSEL 1
2. CAROUSEL 2
3. HAMPTON DUNE BUGGIES
4. HAMPTON JET SKIE
5. DRAGON WAGON
6. JUNGLE TWIST
7. AIRPLANES
8. WHALES
9. WET BOATS
10. SAFARI TRAIN
11. TEA-TIME
12. ELEPHANTS
13. RAIDERS
14. PIRATES ISLAND
15. MINI HIMALAYA
16. BUMBLE BEES
17. CHARLIE CHOPPER
18. GOING BANANAS
19. CUCKOO-HAUS
20. BEACH PARTY
21. FUN SLIDE 1
22. FUN SLIDE 2
23. SUPER SLIDE
24. MONSTER TRUCKS
25. WIGGLE WORM
26. HOG WILD
27. TIGER BOUNCE
28. HAMPTON SHOOL BUS

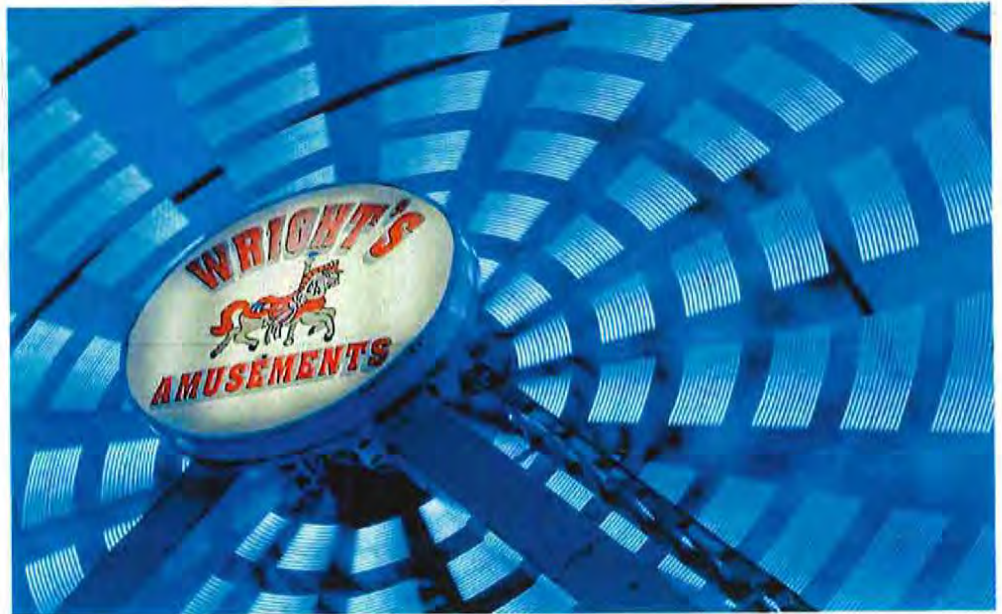


WRIGHT'S AMUSEMENTS CO.

RIDES

MAJOR AND SPECTACULAR

1. GIANT WHEEL
2. GONDOLA WHEEL
3. YO-YO
4. SIZZLER
5. TORNADO
6. BLIZZARD
7. AVALANCHE
8. ZIPPER
9. ORBITER
10. CLIFFHANGER
11. FIRE-BALL
12. WACKY WORM
13. VERTIGO
14. SUPER-SHOT
15. FREAK-OUT
16. STARSHIP
17. HIMALAYA
18. KAMIKAZE
19. HAUNTED MANSION
20. PHARAOHS FURY



WE ALSO HAVE A FEW RIDES THAT BOOK IN WITH US.
THEY HAVE BEEN WORKING WITH US FOR YEARS AND
THEY ARE LIKE FAMILY.

1. PONY RIDE
2. BUMPER CARS
3. PERSIAN KAMEL



WRIGHT'S AMUSEMENTS CO.

FOOD & DRINK CONCESSIONS:

FUNNEL CAKE PALACE

FUNNEL CAKE SHACK

POPPER CANDY FACTORY

POPPER CARNIVAL CANDY

SLUSHIE ZONE

LIT-LEMONADE STAND

TURKEY LEGS STAND

ROASTED CORN STAND

S&J CONCESSIONS:

HAMBURGER & HOT DOG STAND

PIZZA STAND

LEMONADE STAND 2



WRIGHT'S AMUSEMENTS CO.

GAME CONCESSIONS:

CENTER WATER RACE

LINE-UP WATER RACE

MINI-HOOPS #1

MINI-HOOPS #2

MACHINE-GUNS

BALLONS (LITTLE MIRRORS)

BALLONS (BIG MIRRORS)

BALLONS (STUFFED ANIMALS)

DUCKS

FISHY-FISHY

BANK-A-BALL

CORK GUN

MID-RANGE BASKETBALL

GOLD FISH

RING-A-BOTTLE

CROSSBOW

ONE BALL 3 BOTTLE

ONE BALL 4 BOTTLE

BREAK-A BOTTLE

IGUANA

SPEED PITCH

FOOTBALL THROW

WE HAVE MORE LIMITED ROOM



WRIGHT'S AMUSEMENTS CO.

REFERENCES:

PARKER DAYS FESTIVAL

DENNIS HOUSTON - 1-303-656-8100

FOOD TRUCK CARNIVAL

STEVEN STROKES - 1-720-635-3393

SKI-HI STAMPEDE

MARK DECON - 1-719-588-5581

FOUR STATES FAIR

LISA BARR - 1-870-773-2941

TEXAS RICE FESTIVAL

SISSY - 1-409-296-4453

CANON CITY APPLE BLOSSOM & MUSIC FESTIVAL

MIKE FRY - 1-719-429-3645

MIDLAND COUNTY FAIR

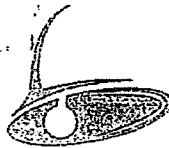
MIKE DOLEY - 1-254-897-9209

CURRY COUNTY FAIR

JOELLE - 1-575-218-5461

CENTRAL TEXAS STATE FAIR

KEITH SMITH - 1-254-721-3464



HAAS & WILKERSON
INSURANCE

January 15, 2013

Re: John Ring/Wright's Amusements

To Whom It May Concern:

I am corresponding with you regarding our client, Wright's Amusements and their discussions with you regarding providing the midway at your event.

We have had the privilege of serving as risk managers and insurance agents for the Ring family for over 25 years. Throughout that time, they have always placed a high priority in purchasing the very best insurance available to them from CNA, CIGNA, and ACE American Insurance Companies. Their current coverage is specifically tailored for the amusement industry and would automatically include your event as an additional insured.

In addition, the insurance company loss control inspectors provide annual surveys on Wright's Amusements. The company's commitment to sound operation and safety is evident by the excellent marks they received from safety inspectors. Their claims history is also outstanding. Because of their safe operation and the minimum number of occurrences at their Carnival for many years, the insurance company continues to write their general liability policy with no deductible.

For years their insurance premiums have exceeded hundreds of thousands of dollars annually. In fact; million of dollars in credit has been extended to the Ring's in the financing of their insurance premiums by our organization during our long relationship. Their payments are always remitted in a timely manner. The only guaranty ever required is the signature of Mr. Ring. This in itself speaks for the excellence and stability of the organization.

We know you will be pleased with Wright's Amusements. We are now working with the second generation of family members on their amusement insurance program. This continuity and stability of strong management is the foundation of their quality operation. We consider it a privilege to represent this organization and want to extend our services to you for any assistance you may require.

Should you need any additional information please contact me at 800-821-7703.

Thank you for this opportunity.

Sincerely,

David Garrett
Executive Vice President



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New Carnival, Promotions Help Four States Fair

Fair signs Wrights Amusements

1/18/2017

By Mary Weber
Photo courtesy of



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The 2016 Four States Fair saw a slight increase in attendance; hosting about 85,000 guests over the ten days. Admission was \$7 for adults, \$5 for children 6-12, and kids 5 and under were free. This year, the fair also offered an admission "Fun Pass" for \$65; those who purchased the pass were able to come to the fair every day. In addition to regular admission prices, the Four States Fair offered admission specials on Senior Citizens Day and Salute To Our Heroes Day. Senior Citizens Day was on Sunday; seniors got in for free and the fair provided shuttles to the front gate.

Additionally, the fair partnered with a local hospice facility to provide senior citizens with free blood pressure tests, free food, and free blood screening. Senior Citizens Day was very well attended according to Lisa Barr, COO of the Four States Fair. Salute To Our Heroes Day took place on September 11th; all first responders were admitted into the fair for free in order to thank them for their service to the community.



The Four States Fair partnered with Wrights Amusements this year. Barr found Wrights Amusements at the Texas Fair and Expo Show. According to Barr, the decision to make Wrights their midway provider was an easy one; "I fell in love with them on the spot. Wrights Amusements are good people and a good carnival company. We look forward to continuing our relationship with them." Wrights Amusements offered customers \$30 ambands each day of the fair; the pay one price ride option every day was very popular with fairgoers. In partnership with the Four States Fair, Wrights Amusements offered a \$2 Tuesday ride special for the 2016 fair.

The Four States Fair provided fairgoers tons of family-oriented entertainment. On their outdoor stage, they hosted local entertainment: radio stations and popular bands.

Football is huge in Texarkana so the fair hosted post-football game dance-offs at the fair to encourage high school aged students and people from the community to integrate the fair into their normal football routine. All the local entertainment is included with the price of admission. Wednesday through Saturday, the fair held PRCA extreme bull riding and rodeo; "The show was very well received and had big crowds," said Barr. Additionally, on the first Saturday of the fair, they had a demolition derby which also had a great crowd.



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Barr felt that these thrilling acts attracted audiences of all ages. The fair also had Bob Burnham's Family Entertainment Show, which hosts mock game shows for families to enjoy, as well as The Banana Derby, a dog racing show with monkey jockeys!

The Four States Fair also uses their Agricultural Learning Center as a family attraction throughout the fair. The Ag learning center is usually used as a field trip area throughout the year but is a main attraction during the fair. The staff in the Ag Learning Center gave away free ice cream, answered questions about the educational displays, let children milk a fake cow, and monitored the petting zoo complete with facts and general information about the different animals.

Food plays an important role at the Four States Fair and is often people's sole motivation to come out each year. According to Barr, "A lot of people come out just for the fair food."

One of the most popular items is the peanut patty, they're generally only sold at the fair so people wait all year to get them. The fair also boasts an impressive amount of fried foods including the cajun corn dog (new this year), and fried cookies and candles. One of the fair's year-round vendors tried a new item at Barr's urging: the funnel cake hamburger. Barr loves working with the vendors and pushing them to try new and creative menu items each year; "I am very fortunate. I have a great group of vendors who put up with my ideas."

4-H and FFA have a big presence at the Four States Fair. They host the largest livestock show in Arkansas for junior breeding beast cattle; this year's show included over 600 head of cattle. In addition to livestock shows, 4-H and FFA members participate in goat shows, dairy shows, and swine shows throughout the fair. Every year, they hold a couple of volunteer kid's days at the fair for kids in pre-k all the way up to 3rd grade. On the volunteer kids days, the participants get to enjoy the agricultural learning center, and see a min-rodeo created just for them.

The Four States Fair has lots of domestic exhibits so that members of the community can participate in the fair. They have one building strictly for fine arts and photography displays. The Home Arts section of the domestic exhibits includes canning, baking, sewing, clothing, woodworking and needle-working as well as many other displays. All judging is done prior to the fair and then entries are displayed for fairgoers to enjoy. Anyone can enter their home or fine arts goods into the competition so it is a great way for many members of the community to get involved with the fair.

Advertising the Four States Fair is a unique challenge as the fair staff aims to get their message out to residents of four different states: Arkansas, Texas, Louisiana, and Oklahoma. They do a \$40,000 cash buy for media advertising as well as some additional trade.

The Four States Fair advertises on television, radio, print, and social media. Barr mentioned that they have pulled back a bit on their print budget but still make sure they advertise in all the local social magazines. This year, the fair staff decided to increase their social media budget from \$100 to \$1,000. Barr says that this has made a huge difference for the fair and they've noticed a lot more participation on their social media sites. Barr does Facebook posts and contests where customers like and share statuses and post their favorite fair photo in order to win a fair fun package. The Four States Fair makes sure that their message is consistent in all marketing efforts; "We want our customers to feel like a kid; leave all stress and worries behind when they're at the fair," says Barr.

The Four States Fair is a 501-C(3) nonprofit organization. The fair receives some grants for advertising. The fair operates the rest of the year on year-round events, they try to make sure their facilities are constantly booked in order to fund fair activities. Barr says that they operate on a \$1M budget.



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OUTDOOR AMUSEMENT BUSINESS ASSOCIATION



QUALITY ASSESSMENT PROGRAM

October 6, 2006

John Ring
Wright's Amusements
5380 West 34th Street
Box 269
Houston, TX 77092-6626

Dear John,

Congratulations, you have been certified as a member of the OABA Circle of Excellence!

It is a pleasure to inform you the positive results of our recently completed quality assessment of **Wright's Amusements**. A detailed copy of our field examination, conducted at the Texas Rice Festival, Winnie, TX on October 4, 2006, is enclosed with this letter.

You are therefore qualified to be recognized as achieving the **Circle of Excellence** and enjoy all the benefits associated with this acknowledgment. You and your organization represent one of the members in this recognized circle and should be proud of the high standard you have attained. This audit and its outcome clearly demonstrate that quality, customer service and performance are key principles of your business philosophy.

As you know, our pledge to all those who participate in this voluntary program is complete confidentiality. No one has or will be offered access to your test results, scores or to any comments made by our field audit staff. You, and only you, have been given these details. Our pledge extends to the new status you enjoy as a member of the Circle of Excellence. We would like to share this good news with your industry, your business associates and with the public, but will only do so if you choose to allow such a release of information.

If it is agreeable, we will publish that **Wright's Amusements** is a member of the Circle of Excellence. To signal your acceptance, please sign and return the attached release to me.

Once again, congratulations on this outstanding accomplishment.

Warm regards,

A handwritten signature in dark ink, appearing to read "Jerry Aldrich". The signature is fluid and cursive, with a large, stylized "J" and "A".

Jerry Aldrich
Circle of Excellence Audit Coordinator
Outdoor Amusement Business Association

POST OAK MALL



September 12, 2011

Linda Wade
Carnival Booking, Inc.
10343 Briar Forest Drive
Houston, TX 77042

RE: Wright Amusements
Post Oak Mall-College Station, TX

Dear Linda;

I'm so happy to tell you about the wonderful experience that Post Oak Mall has had over the past several years working with John Ring, his family, his associates and hosting Wright Amusements carnivals on our property.

I have worked with many carnival operators over my years managing mall properties and without a doubt, the one operator who I would recommend to anyone is Wright Amusements. John Ring is always on site before the set-up to layout his rides well in advance of arrival. Once they arrive on site, we are treated to a first class operation from start to finish. They employ our local police force in the proper numbers to keep plenty of eyes on patrons. John always leaves me with his cell number and his supervisor's number in case we should run across any concerns. I have only had one complaint in five years, and when it did hit my desk, I found that John and his crew had already handled the incident to the patron's satisfaction.

Linda, we're please to have John and Wright Amusement returning for this fall's carnival. I hope that we can work with them for many more seasons to come.

Sincerely,

CBL & ASSOCIATES MANAGEMENT, INC.

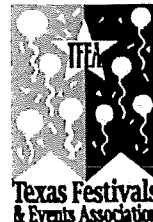
Paul Loy, CMD, CSM
General Manager

CBL & ASSOCIATES PROPERTIES, INC.

1500 HARVEY ROAD • COLLEGE STATION, TEXAS 77840 • (979) 764-0060 • FAX (979) 696-0977



TEXAS ASSOCIATION OF FAIRS AND EVENTS & TEXAS FESTIVALS AND EVENTS ASSOCIATION



Jennifer Allison, Executive Director • P.O. Box 23645 • Waco, Texas 76702
800/990-1332 • texasfairsandevents@gmail.com

March 27, 2013

PO Box 1000
Elbert, CO 80106

Dear John Ring,

On behalf of the Texas Association of Fairs and Events and the Texas Festival and Events Association I would like to express our sincere gratitude and thanks for your sponsorship of the Texas Events Summit. As you may know, for the first time ever, the TAFE & TFEA cohosted their annual convention and trade shows. Due to your gracious financial support we were able to achieve our goals of: 1) providing quality education and networking opportunities for all members/attendees, 2) creating an environment for buyers and suppliers to meet and conduct business, and 3) encouraging big-picture thinking and promote state-wide industry unity. We look forward to working with you in the future as we strive for continued growth and success. Please accept this small token of our appreciation and thank you again for your support and impact on the fair, festival, and event industry of Texas!

Sincerely,

Jennifer Allison
Executive Director,
Texas Association of Fairs & Events
Texas Festivals and Events Association

North Alabama State Fair

Location: Muscle Shoals, Ala.
Person Completing Report: Secretary Peggy Smith
Dates: Sept. 21-26, 2004
Attendance: 37,570 — Same
Admissions: \$6 adults, \$4 youths, free children
Parking: Free
Theme: "Colors of America"
Carnival/Midway: W.G. Wade Shows

Carnival/Midway Gross: Same
Free Headline Entertainment/Attendance: Chain saw wood carver, Comedy Circus, Country Legends, Wild World of Animals
Other Entertainment/Attractions: Riverboat John Ferguson
Weather: Perfect

Danville-Pittsylvania County Fair

Location: Ringgold, Va.
Person Completing Report: Manager Lori Burnett
Dates: Sept. 17-25, 2004
Attendance: 38,400 — Up 20%
Admissions: Advance — \$4 adults, \$2 youths; Gate — \$6 adults, \$3 youths, free children
Parking: Free
Carnival/Midway: Strates Shows
Carnival/Midway Gross: Up 22%
Free Headline Entertainment/Attendance: Demolition derbies — 9/17-18; Billy Dean — 9/23; Jimmy Wayne — 9/24; Clarence Carter — 9/25
Other Entertainment/Attractions: The Zoo & War Horses of the World
Weather: Rain on the first weekend

Lea County Fair and Rodeo

Location: Lovington, N.M.
Person Completing Report: Director Ralph Nall
Dates: Aug. 7-14, 2004
Attendance: 48,000 — Same
Admissions: \$2
Parking: Free
Theme: "The Best Days of Summer"

Carnival/Midway: Wright's Amusement Company
Carnival/Midway Gross: Up 60%
Livestock Sales Total: \$323,275 — Up 18%
Number of Livestock Exhibits: Up
Weather: Rain one night

Grand National Rodeo Horse & Stock Show

Location: Daly City, Calif.
Dates: Oct. 29-Nov. 7, 2004
Attendance: Up 5.1%
Headline Entertainment/Attendance: Tribute to past Grand National Queens, Charlie Daniels, Tracy Lawrence, Reba McEntire, Trent Willmon, Dave Russell, PBR bull riding
Other Entertainment/Attractions: The Blue Star Moms, wine tasting, California Cowboys, Belle Monroe & Her Brewglass Boys, Little Wheels Band, Jeanie & Chuck's Country Roundup, Johnny Dilks, Scouts of the Cascade, Cowgirl Tricks
Weather: Downpour on bull riding night

Oswego County Fair

Location: Sandy Creek, N.Y.
Person Completing Report: President Ralph Chase
Dates: July 2-7, 2004
Attendance: 16,000 — Down
Admissions: \$4 adults, \$2 children and senior citizens
Carnival/Midway: Hawkins Amusements
Carnival/Midway Gross: Down
Entertainment/Attractions: Local bands, Buffalo Barfield, Dr. Swan, Jay's Jumping Frogs
Weather: Four sunny days, two with showers

Coastal Carolina Fair

Location: Ladson, S.C.
Dates: Oct. 28-Nov. 6, 2004
Attendance: 243,066 — Up slightly
Admissions: Advance — \$5 adults, \$3 youths; Gate — \$7 adults, \$4 youths, free children
Carnival/Midway: Amusements of America
Headline Entertainment/Attendance: Trick Pony — 10/28; Blue County — 10/29; Josh Turner — 10/30; Janie Fricke — 10/31; Sawyer Brown — 11/1; Emerson Drive — 11/2; Paul Revere & the Raiders — 11/3; Buddy Jewell — 11/4; Martin Chalk — 11/5; The Embers — 11/6
Other Entertainment/Attractions: De'Anna the Hypno-Chick, Elephant Encounter
Weather: Great

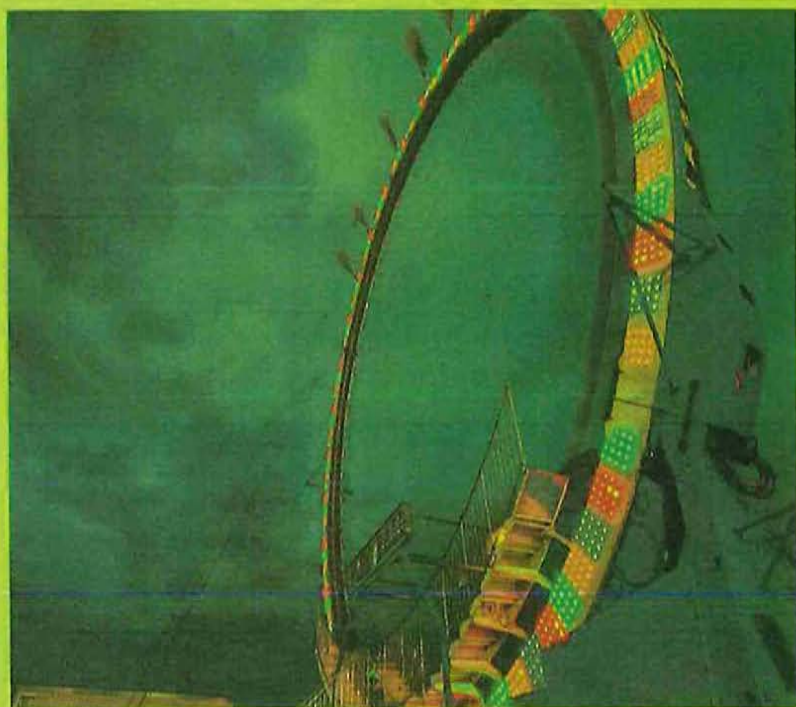
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 rebekahl@fairsandexpos.com.**

WRIGHT'S AMUSEMENTS CARNIVAL

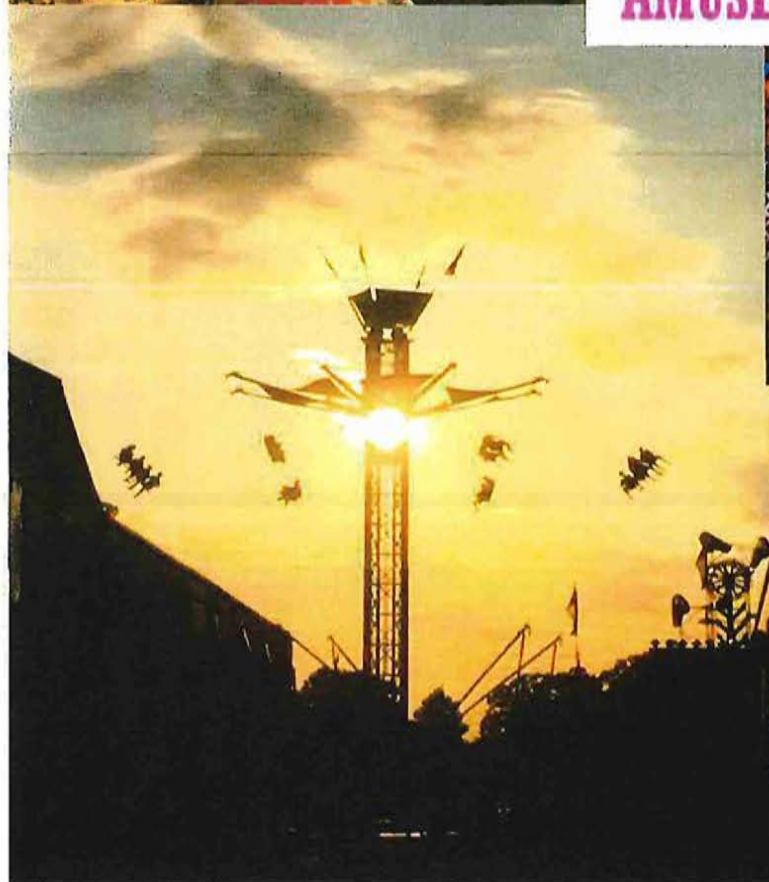
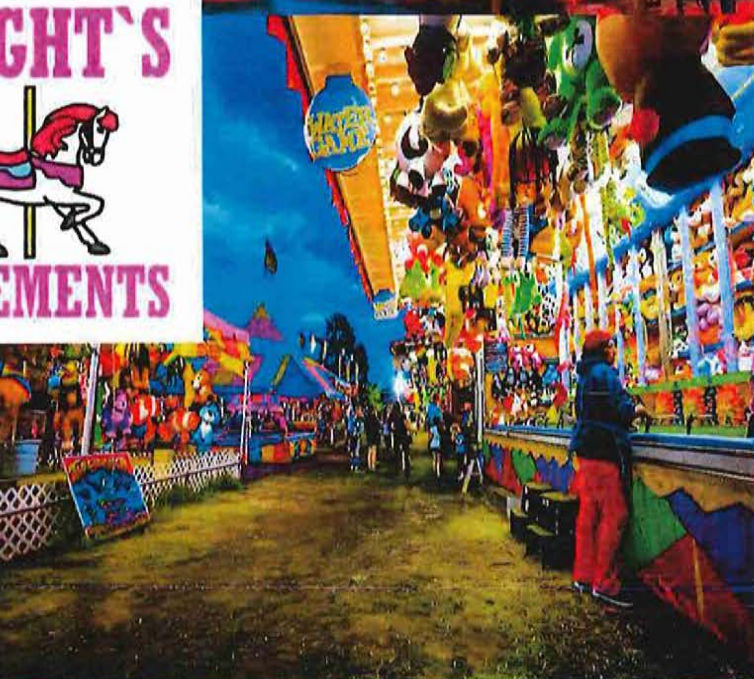
WRIGHT'S AMUSEMENTS CO. IS A FAMILY OWNED BUSINESS. WRIGHT'S AMUSEMENTS HAS BEEN IN BUSINESS FOR OVER 54 YEARS. PRESENT OWNER-OPERATOR IS JOHN RING, IS WELL KNOWN FOR HIS INTEGRITY AND FAIRNESS. SAFETY IS OUR NUMBER ONE CONCERN IN OUR BUSINESS. WE TAKE TREMENDOUS PRIDE IN THE SAFETY AND MAINTENANCE OF OUR RIDES, GAMES AND FOOD CONCESSIONS AND THE SAFETY OF OUR MIDWAY. THE RIDES ARE CONSTANTLY BEING UPDATED. THEY ARE ALL KEPT IN TOP NOTCH CONDITION. ALL RIDES ARE INSPECTED DAILY AND ANNUALY INSPECTIONS ARE PERFORMED. ALL RIDES HAVE THERE STATE INSPECTION CERTIFICATION FORMS AND STICKERS FOR EACH STATE WE TRAVEL IN. ALL GAMES ARE CHOSEN FOR OUR SHOW BECAUSE OF THE THERE FAIRNESS AND SKILLED GAMES.

WE HAVE A OFFICE TRAILER ON OUR MIDWAY WITH GREAT STAFF THAT ARE READY TO HELP WITH ANYTHING THAT IS NEEDED. WE CARRY 75 - 100 PERSONNAL, WHO ARE TRAINED TO BE HELPFUL AND COURTEOUS AT ALL TIMES. THEY WEAR UNIFORMS AND NAME TAGS. DRUG TESTING IS MANATORY AND BACK GROUND CHECKS FOR ALL OF OUR EMPLOYEES. WE STRIVE EXCEPTIONALLY HARD TO BE PROFITABLE FOR YOUR EVENT. PLUS HELPING OUT THE LOCAL BUSINESS IN THE COUNTY AS WE NEED FOOD, STOCK, TIRES, REPAIRS, FUEL, CLOTHING AND PARTS. WE HIRE LOCAL LABOR AS MUCH AS POSSIBLE.

THERE ARE SEVERAL IDEAS AND PROMOTIONS WE CAN DO TO KEEP PRICES TO A MINIMUM GEARED FOR FAMILIES AND EVERYONE. AND OUR REGULAR PRICES ARE AFFORDABLE AS POSSIBLE. WE WOULD LOVE THE OPPORTUNITY TO BE ABLE TO COME TO YOUR COUNTY FAIR AND DO A GREAT JOB FOR YOU. AS WE DO FOR A EVERY SHOW AND A EVENT WE PLAY, WE WILL GIVE IT OUR ALL. SAFETY IS OUR NUMBER CONCERN AND OUR PRIMARY CONCERN IS TO WORK FOR YOU AND WITH YOU.



JOHN RING
P. O. BOX 1000
ELBERT, CO. 80106
281-460-4127
303-880-7426
303-648-3722



THERE'S A REASON FOR CARNIVAL PEOPLE

THERE'S A REASON FOR CARNIVAL PEOPLE,
WHO FACE THE RAINS, STORMS AND DROUGHT,
WHO WORK SO HARD ALL DAY AND NIGHT
TRAVELING WEEKENDS WITH NO REST IN SIGHT.

SOMETIMES I WONDER WHO GIVES US THE STRENGTH
TO PUT UP WITH THE THINGS I MENTIONED ABOVE.
IT MUST BE GODS HAND THAT GIVES US A LIFE,
DON'T SAY IT CAN'T BE,
FOR THE REASONS ARE HERE FOR YOU TO SEE.

"IS IT BECAUSE WE TAKE CARE OF OUR OWN
AND GIVE THEM A FLOT,
HIRING THE PEOPLE NO ONE CARES ABOUT,
OR IS IT BECAUSE WE BRING JOY TO YOU,
IN THE HILLS, THE COUNTRY, AND THE CITIES, TOO?

OR THAT WE HELP TO BUY THOSE BIG, RED TRUCKS
FIREFMEN USE TO SAVE YOUR HOMES AND LIVES,
YOU FOLKS?

BECAUSE WE HELP THE STUPID, THE HELPLESS,
THE CANCER, HEART AND PARALYSIS,
AND MANY MORE FUNDS WE RAISE FOR YOU?
MANY HOSPITALS WE HELP TO SUPPORT
PLUS THE LITTLE LEAGUES WE HELP TO EQUIP,
YOU KNOW,
AND THE MANY MORE I WILL MENTION BELOW.

THE LIONS CLUB, EXCHANGE AND OPTIMISTS, NAMING
JUST A FEW

YES, THE CHAMBER OF COMMERCE AND THE JAYCEES, TOO
WAR VETERANS AND LEGIONS, THEIR HOMES
WE HELP TO BUILD.

BUT THE PROUDEST OF ALL ARE THE FAIRS WE SUPPORT,
TO INCREASE THE CROPS, TO IMPROVE THEM MORE,
TO BETTER THE HERDS AND THE POULTRY FLOCKS,
AND MANY MORE THINGS THAT BENEFIT FOLKS.

FOR THE BIGGER THE CROPS,
THE LARGER THE HERDS,
IS WHAT GIVES US THE ABUNDANCE
THAT WE HAVE IN RESERVE.

YES, WE ARE THE HELPING HANDS OF GOD,
SO GIVE THEM RESPECT AND A SMILE, NOT A FROWN,
WHENEVER A CARNIVAL COMES TO TOWN.

Anthony Santillo, 1978

COMPLIMENTS OF
WRIGHTS OUTDOOR AMUSEMENT CO.

JOHN RING

13002 COUNTY ROAD 102, ELBERT, CO. 80106

(281) 460-4127

(303) 880-7426

(303) 880-0948



Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail: kmclaughlin@leacounty.net

**REQUEST FOR PROPOSALS
LEA COUNTY, NEW MEXICO**

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

COMMODITY CODE: 95865

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

The Lea County Commissioners will receive sealed proposals in the Finance Department, Fourth Floor, Courthouse, Lovington, New Mexico, for the above.

The Request for Proposals, all related information, and any future addenda may be obtained from Lea County's web site at <http://www.leacounty.net/p/254> or by contacting the Finance Department, Lea County Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, X-8656, kmclaughlin@leacounty.net.

QUESTIONS: All questions must be addressed in writing to the same contact info above. Only questions answered in writing by Lea County will be binding.

Ron Black, Chairman

Hobbs Daily News Sun

October 4, 2017

TERMS AND CONDITIONS
LEA COUNTY, NEW MEXICO

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

1. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
2. All proposal copies will be enclosed together and sealed in one envelope/package, addressed and delivered to: The Finance Department, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030 by 3:00 p.m. local time NOVEMBER 1, 2017.
It is the offeror's responsibility to see that the proposal arrives on time. Late proposals will be returned unopened. Faxes or telephone proposals will not be accepted.
3. All firms submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County. Any form of contract which an offeror would expect the County to execute if it were awarded the project must be attached. It may not conflict with any provision contained in the Request for Proposals package.
4. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
5. Contents of any proposal will not be disclosed upon opening so as to be available to competing offerors during the negotiation process.
6. Proposals will be evaluated according to factors set forth on the attached sheet. Each factor will be given the weight indicated.
7. The County reserves the right to waive technical irregularities in the form of the proposal which do not alter the quality or quantity of the services, and the County may reject any or all proposals when it is the best interest of the County to do so.
8. A multi-term proposal is being sought. The County's payment and performance obligations for succeeding fiscal periods will be subject to the availability and appropriation of funds. Multi-term proposals must have a provision allowing the County to terminate the agreement at will at any time, or at least at the end of each fiscal year, without penalty. There must be no "equitable or moral" duty to continue to make payments under the proposal.
9. The Lea County Procurement Policy and the New Mexico Procurement Code NMSA 1978, Sections 13-1-28 through 199, will apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.

10. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are part of this Request for Proposals.
11. In signing this proposal, the Offeror certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this proposal submitted to Lea County.
12. This agreement is subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The rights and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it will not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

13. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any employee or person, including wrongful death, or damage to property as a result of any negligence, misconduct or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.
14. It is expressly agreed and understood that the offeror is not authorized to act as an agent of the County or to enter into any contract on behalf of the County. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of Lea County.
15. The County may prematurely terminate this Contract if the Finance Director judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from this Agreement, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice will detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
16. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County. The offeror is forbidden from using non-employees.
17. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
18. Upon award, the agreement between offeror and the County will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.

19. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why.
20. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

**Finance Director
Lea County Courthouse
100 N. Main, Suite 11
Lovington, NM 88260**

SCOPE OF SERVICES

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

Lea County, New Mexico hereby solicits qualified and interested firms to submit proposals and statements for providing all supervision, labor, services, equipment, hardware, software, materials, and any assistance needed to provide amusement rides and chance booths for the 83rd Annual Lea County Fair & Rodeo to be held on August 3, 2018 through August 11, 2018. This proposal will be for the 2018 Lea County Fair & Rodeo and the County will have the option to exercise an annual renewal of this proposal for up to three additional years.

1. SCOPE OF SERVICES

- a. The interested firm as proposer will provide a minimum of 35 rides which will be a combination of rides suitable for adults and children and will include several “spectacular” rides. The rides the proposer intends to provide are to be delineated in the proposal.
- b. The producer is expected to apply for, obtain, and pay for all the necessary ride permits as required by the State of New Mexico Regulation and Licensing Department.
- c. The interested firm as proposer will be responsible for providing adequate living areas for show personnel to include bathing, restrooms, and sleeping facilities.

2. SPECIFIC REQUIREMENTS

a. REQUIRED PROPOSAL ELEMENTS

- i. This section describes the information that must be furnished in the proposal and prescribes the format in which it must be presented.
 - i. Percentage payment to Lea County from the proposer on the gross receipts, after the payment of New Mexico Gross Receipts taxes, generated from all rides, including the spectacular rides.
 - ii. Percentage payment to Lea County from the proposer on the gross receipts, after the payment of New Mexico Gross Receipts taxes, generated from all games of chance.
 - iii. Percentage payment to Lea County from the proposer on the gross receipts, after the payment of New Mexico Gross Receipts taxes, generated from all vendor’s food and beverage stands.
 - iv. Additional funds to support improvements to the Fairgrounds.

b. LEA COUNTY WILL BE PROVIDING THE FOLLOWING:

- i. Lea County will furnish, free of cost to the amusement provider:
 - i. Suitable locations for all amusement rides, concessions, change booths and including, but not limited to space for living quarter areas for show personnel
 - ii. Law enforcement personnel as required.
 - iii. Water
 - iv. Electricity

c. INSURANCE

- i. The successful amusement provider and any subcontractors shall be required to provide to Lea County a certificate of liability insurance in the amount of \$1,000,000.00 per occurrence, \$5,000,000.00 in aggregate, insuring the Amusement provider, Lea County, its agents, and employees. The insurance coverage obtained by the amusement provider shall cover all activities of the proposer, but shall not excuse the amusement provider compliance with the Carnival Ride Insurance Act 57-25-1 *et seq.* NMSA 1978 Comp.
- ii. Lea County, its agents, and employees will be listed as additional insured on all relevant policies

d. COOPERATION

- i. Each party agrees to cooperate with the other in executing any documents or taking reasonable action necessary to carry out the intent and purpose of this contract.

e. FORUM SELECTION AND CHOICE OF LAW

- i. By virtue of entering into a contract with Lea County, New Mexico, the successful amusement provider will submit itself to a court of competent jurisdiction in Lea County, New Mexico, and further agrees that this contract is controlled by the laws of the State of New Mexico and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the State of New Mexico.

3. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

a. SUBMITTALS

- i. One (1) original and six (6) copies, plus one (1) electronic copy (CD or memory stick) marked "Amusement Provider Proposal" will be received no later than 3:00 PM on November 1, 2017;
- ii. To be considered, the proposal must arrive to Lea County, Purchasing 4th floor, 100 North Main Street, Suite 11, Lovington, New Mexico, 88260 on or before the above date and time; proposals will not be accepted via fax / e-mail.
- iii. If a proposal is mailed, sufficient time should be allowed to accommodate mail delivery time to ensure timely receipt of the proposal;
- iv. Any proposal received after the above date and time for submittal, whether by mail or otherwise, will be rejected and such proposal shall be returned unopened;
- v. All proposals must be sealed and labeled on the outside to show the following:
 - i. Title: "Official Amusement Provider" Proposals
 - ii. Name of firm making the proposal:
 - iii. Address of firm making the proposal:
 - iv. Closing date of proposal:
- vi. All proposals shall include a transmittal letter that lists the following:
 - i. Contact person for submittal:
 - ii. Telephone number and fax number of contact person:
 - iii. E-mail address for contact person:
 - iv. Mailing address of contact person:
- vii. Any proposal submitted must include the 'Signature Sheet' and 'Campaign Contribution Disclosure Form' which has been signed by an individual authorized to bind the offer. All proposals submitted without such signature will be deemed non-responsive;
- viii. Interested parties are to submit written proposals that present the firm's qualifications and understanding of the work to be performed. The proposal should be prepared simply and economically and should provide all the information that it considers pertinent to its qualifications for the project and that respond to the 'Scope of Services' and 'Evaluation Criteria' listed herein. Emphasis should be placed on completeness of services offered and clarity of content; and

- ix. If a firm desires not to respond to this proposal, please forward your acknowledgement of 'NO PROPOSAL SUBMITTED' to the above address.

b. INQUIRIES

- i. All inquiries concerning this RFP must be IN WRITING no later than five (5) days prior to the closing date. Inquiries must be made to Kathy McLaughlin, Purchasing Coordinator, Lea County, via FAX: (575) 396-5684 or e-mail: kmclaughlin@leacounty.net. As it is expected that each firm may have different needs for information, it is incumbent on each firm to make whatever inquiries it deems necessary in order to respond to the RFP;
- ii. Lea County assumes no responsibility for oral instructions, suggestions, or interpretations; and
- iii. Any material change will be submitted to all interested firms through the issuance of an addendum by the Purchasing Department.

4. EVALUATION AND SELECTION PROCEDURE

a. OPENING OF PROPOSALS

- i. At the designated time and date, the Lea County Purchasing Coordinator or designee will open and list the proposals for the record. This is not a public opening. The proposals, if responsive, will then be reviewed.

b. CRITERIA

After receipt of the proposals, the Evaluation and Selection Committee will use the following evaluation criteria in selecting the firms for competitive negotiation and recommendation for award of contract:

- i. Percentage payment made to Lea County on the gross receipts (less taxes) on all rides including the spectacular rides; **20 possible pts.**
 - ii. Percentage payment made to Lea County on the gross receipts (less taxes) on all games of chance; **15 possible pts.**
 - iii. Percentage payment made to Lea County on the gross receipts (less taxes) on all food and beverage stands; and **15 possible pts.**
 - iv. Additional financial support for improvements at the Fairgrounds. **20 possible pts.**
 - v. Qualifications & references. **30 possible pts.**
- | | |
|--------------|------------|
| TOTAL | 100 |
|--------------|------------|

c. **EVALUATION**

- i. During the evaluation phase, proposals are reviewed by Lea County's Evaluation and Selection Committee to ascertain which proposals address all the requirements of the RFP.

d. **SELECTION PROCEDURE**

- i. Lea County may elect to use the competitive negotiation method to acquire the services outlined in this RFP. Under this method, selection shall be made of two or more firms deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in the RFP;
- ii. Negotiations shall be conducted with those firms so selected;
- iii. Price shall be considered, but need not be the sole determining factor;
- iv. After negotiations have been conducted with each firm so selected, Lea County shall select the firm which, in its opinion, has made the best proposal, and may award the contract to that firm;
- v. Lea County may cancel this RFP or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous;
- vi. Should Lea County determine in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded; and
- vii. The award document will be a contract incorporating, by reference, all the requirements, terms, and conditions of the solicitation and the firm's proposal as negotiated. *** *If firms have a sample contract available, please submit it with your offer.*

e. **REFERENCES**

- i. All interested firms shall include a list of a minimum of five (5) references, from similar fairs only, who could attest to the firm's; (1) quality of rides, games of chance, and food/beverage items, (2) ability to work with fair management, and (3) deliver and maintain the rides, games of chance, and food booths promised. Include names, contact persons, and phone numbers for all references;
- ii. References may or may not be reviewed or contracted at the discretion of Lea County. Typically, only references of the top ranked, short-listed firms are contacted; and
- iii. Lea County reserves the right to contact references other than, and/or in addition to, those furnished by an interested firm.

f. REJECTION AND AWARD OF PROPOSAL

- i. Information and/or factors gathered during interviews, negotiations, and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by Lea County, shall be utilized in the final award;
- ii. Lea County reserves the right to reject any or all proposals, to waive informalities, and to reissue any RFPs; and
- iii. Lea County also reserves the right to award the contract as it deems will best serve its interest.

The Terms and Conditions are incorporated herein by reference.

End of Scope of Work.

PROPOSAL FORM
LEA COUNTY, NEW MEXICO

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

AMUSEMENT PROVIDER NAME: _____

***** Attach one (1) original and six (6) copies of your proposal, plus one (1) electronic copy (CD or memory stick) which addresses all Evaluation Criteria in order as listed in SPECIFICATIONS, PAGE 8. *****

**** The following attached required forms have been completed and signed.** _____ Yes

- a. Campaign Contribution
- b. Resident / Veteran Preference - *Attach a copy of certificate issued by NM Tax & Rev.*
- c. Related Party Disclosure
- d. Debarment Certification
- e. Non-Collusion Affidavit

* A sample of Lea County's usual contract template is attached for your information.

The services offered meet specifications: _____ Yes _____ No

■ ***If the equipment or services offered do not meet specifications, all exceptions or variations are set forth on the following page titled "Options, Exceptions....".***

OPTIONS, EXCEPTIONS OR VARIATIONS
LEA COUNTY, NEW MEXICO

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

Please state each and every option, exception, or variation to the specifications (if any) for the service offered. **Please sign below and return with your offer.**

1) THERE **ARE** OPTIONS, EXCEPTIONS OR VARIATIONS. _____
Signature

- OR -

2) THERE **ARE NO** OPTIONS, ETC. LISTED. The services offered on this Request for Proposal, meet or exceed all specifications, terms and conditions as described in said Request for Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected and all costs will be borne by the seller.

Signature

LEA COUNTY, NEW MEXICO

SIGNATURE SHEET

AMUSEMENT PROVIDER FOR LEA COUNTY FAIR & RODEO

PROPOSAL #05 - (17-18)

DUE DATE: NOVEMBER 1, 2017 – 3:00 P.M. LOCAL TIME

My signature certifies that the proposal as submitted complies with all the terms and conditions as set forth in the RFP for providing rides, games of chance, and food/beverage stands for the Lea County Fair & Rodeo.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Lea County, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to Lea County, pertaining to any and all work or services to be performed as a result and any resulting contract with Lea County.

I hereby certify that I am authorized to sign as a representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Signature: _____ **Date:** _____

Name (type/print): _____

Title: _____

Telephone: () _____ **Fax:** () _____

E-Mail: _____

**** To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be part of your response.**

SIGNATURE SHEET
PROPOSAL #05 - (17-18)
PAGE 2

State of _____))ss.
County of _____)

_____ (name), being duly sworn, deposes and says that he/she
is _____ (title) of _____ (firm) and
all foregoing questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

REQUIRED -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM 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.

"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.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who 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 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.

Lea County Public Officials/Commissioners:

Ron Black
Rebecca Long

Dean Jackson
Don Jones
Jonathan Sena

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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 AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

PROPOSAL FORM
Resident / Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

- ☐ 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 Department declarin under penalty of perjury that during the last calendar year starting January 1 and 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, wher 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 form 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 fal 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 protest and may result in denial of an award or un-award of the procurement involved if the statements are prover to be incorrect.

**** A copy of valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate issued by NM Tax & Rev must be included in order to receive preference.**

Consideration of Lea County Resolution No. 20-NOV-235R Approving an Agreement Between Lea County and the City of Eunice for the Transfer of Real Property from Lea County to the City of Eunice and an Allocation of \$25,000.00 for the Purpose of a Convenience/Recycling Center



CITY OF EUNICE

Billy Hobbs – Mayor
Jordan Yutzy – City Manager

Candy Brito – City Clerk
Connie L. Whitmire – Finance Director

October 29, 2020

Lea County Board of Commissioners.
Mike Gallagher, County Manager
100 North Main Avenue, Suite 4
Lovington, New Mexico 88260

RE: City of Eunice Convenience Center

Dear Mr. Gallagher,

The City of Eunice would like to construct a convenience/recycling center for the residents of Eunice and the surrounding county residents to use to dispose of items that are able to be recycled eliminating them from the landfill thus freeing up space and slowing the need to open additional cells.


The City of Eunice is requesting the following from Lea County in order to make the convenience/recycling center a reality in our community.

- Transfer of ownership of the parcel of land located near the intersection of Fourth Street and Avenue G to the City of Eunice.
- Funds in the amount of \$10,000 to help cover the cost of the fence and gate required to secure the facility.
- Funds in the amount of \$15,000 to construct a retaining wall to help with the washout that is taking place on the southeast corner of the property.

The City of Eunice will pay for the construction of the pad, driveways, electrical, containers and cover any additional cost for the fence and retaining wall not covered by the amount given by Lea County.

The plan is to start construction in the next six months with a completion date of six months after that depending on weather. In order to save money, the City is planning on performing the construction work the same time as the new Animal Holding facility which will be next to the center.

Thank you,


Jordan Yutzy
City Manager
City of Eunice

PO Box 147, 1106 Ave J Eunice, New Mexico 88231 575-394-2576 – Phone 575-394-3601 - Fax



STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-235R

A RESOLUTION APPROVING AN AGREEMENT BETWEEN LEA COUNTY AND THE CITY OF EUNICE FOR THE TRANSFER OF REAL PROPERTY FROM LEA COUNTY TO THE CITY OF EUNICE AND AN ALLOCATION OF \$25,000.00 FOR THE PURPOSE OF A CONVENIENCE/RECYCLING CENTER

WHEREAS, there is a need in Lea County for more recycling centers and convenience centers for the lawful disposal of waste; and

WHEREAS, Lea County has been planning and discussing with the City of Eunice and budgeted funds for the construction of a Eunice Convenience Center; and

WHEREAS, Lea County owns property, (Exhibit A) that is valued less than \$25,000.00, that is adjacent to land that is owned by the City of Eunice

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that an agreement to transfer the property (Exhibit A) and the allocation of \$25,000.00 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 5th day of November, 2020, 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
Voted: Yes No Abstain

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

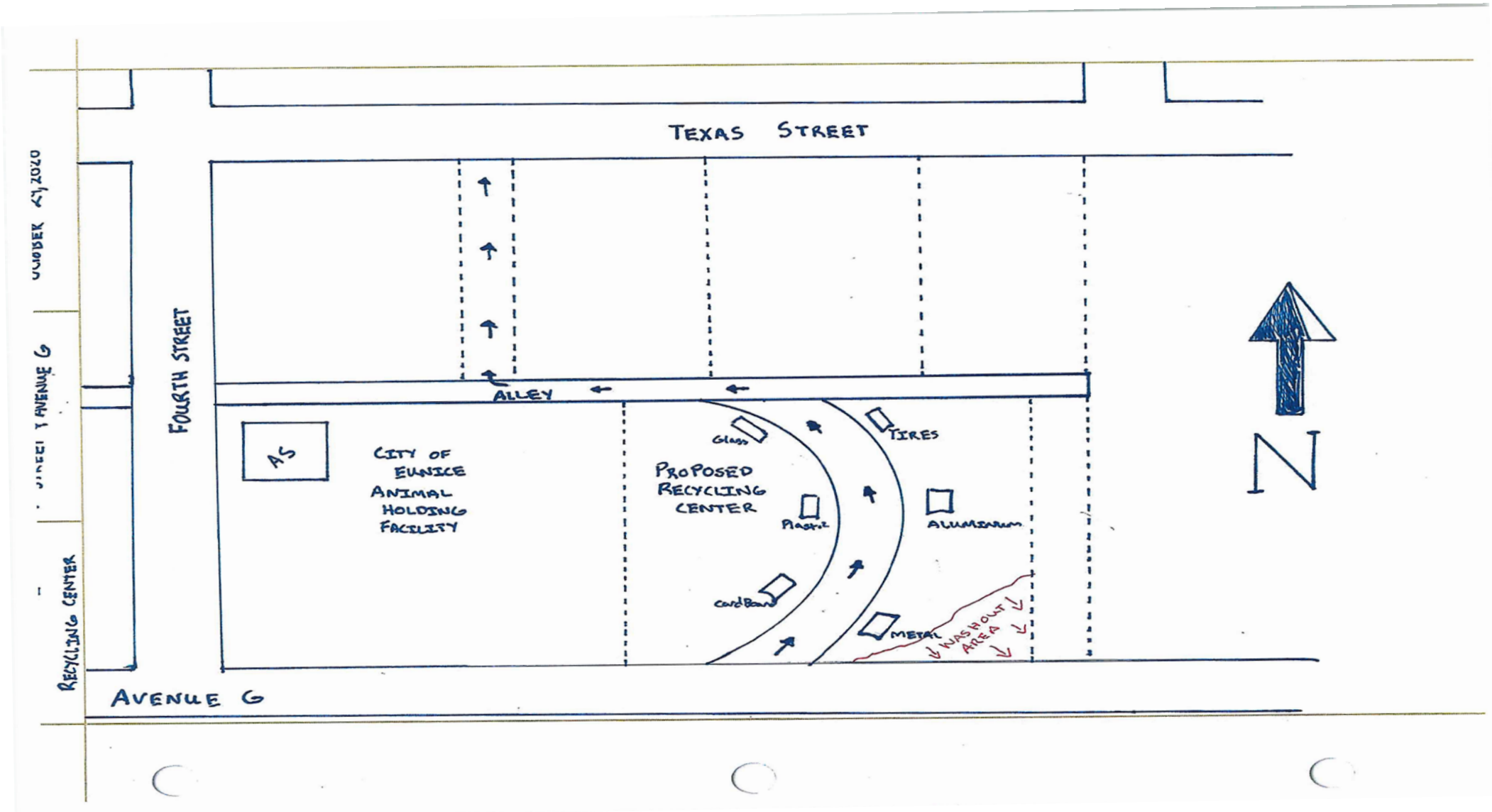
Richard Don Jones (District 5), Member
Voted: Yes No Abstain

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

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

Resolution No. 20-NOV-235R
LCBCC Regular Meeting 11-05-2020
Page 1 of 2

Consideration of Lea County Resolution No. 20-NOV-235R Approving an Agreement Between Lea County and the City of Eunice for the Transfer of Real Property from Lea County to the City of Eunice and an Allocation of \$25,000.00 for the Purpose of a Convenience/Recycling Center





LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | |
|---|---|
| DATE SUBMITTED mm-dd-yyyy: 11/03/2020 | SUBMITTED BY Name, Title, Dept: Michael Gallagher, County Manager |
| SUBJECT: Agreement with the City of Eunice for the Transfer of Real Property & Allocation of \$25k for Convenience/Recycling Center | ATTACHMENT(S): Resolution |
| NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution | ACTION REQUESTED: Action Item |
| BUDGET LINE ITEM NUMBER: | FISCAL BUDGET YEAR: 2020 - 2021 |

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 2.1: Collaboration & partnership with local communities, agencies and government entities is essential for success.
Section 2.4: Leverage resources to the fullest extent to maximize the return to the public and minimize cost to tax payer.

SUMMARY:

| | |
|---|---|
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: | See Additional Summary Attached <input type="checkbox"/> |
| SUBMITTER'S RECOMMENDATION(S): Approve transfer of real property and allocation of \$25k for convenience/recycling center | Submitter's Signature Department Director, Etc. |
| FINANCE REVIEW Fiscal Impact/Cost: | Reviewed by Finance Director |
| 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 Date: 2020.10.29 10:57:27 -0600 |

Item No. 0202 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

| | | |
|-----------------------------------|--------------------|---------------------|
| Approved: _____ | Denied: _____ | Other: _____ |
| Resolution No. <u>20-NOV-235R</u> | Policy No. _____ | Ordinance No. _____ |
| Continued To: _____ | Referred To: _____ | Comments: _____ |

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-235R

A RESOLUTION APPROVING AN AGREEMENT BETWEEN LEA COUNTY AND THE CITY OF EUNICE FOR THE TRANSFER OF REAL PROPERTY FROM LEA COUNTY TO THE CITY OF EUNICE AND AN ALLOCATION OF \$25,000.00 FOR THE PURPOSE OF A CONVENIENCE/RECYCLING CENTER

WHEREAS, there is a need in Lea County for more recycling centers and convenience centers for the lawful disposal of waste; *and*

WHEREAS, Lea County has been planning and discussing with the City of Eunice and budgeted funds for the construction of a Eunice Convenience Center; *and*

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PASSED AND APPROVED on this 5th day of November, 2020, 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
Voted: Yes No Abstain

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

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

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

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

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

By: _____
Hollye Shearer, Deputy Clerk

John W. Caldwell, County Attorney

EXHIBIT A



Lea County

GIS INTERNET REPORT



Page 1 of 3

Assessment Information

OWNER NUMBER: 212645

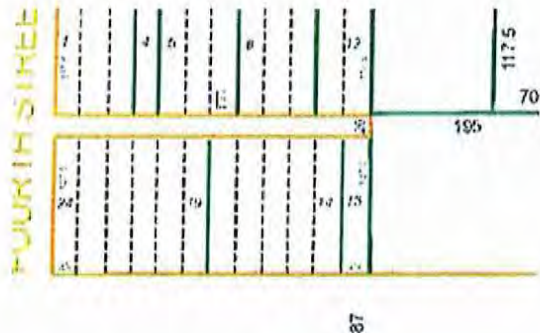
UPC CODE: 4000512030001

PARCEL NUMBER: 4000512030001

| Owner Information | |
|-------------------|--|
| Owner: | LEA COUNTY BOARD OF COMMISSIONERS |
| Mailing Address: | 100 N MAIN SUITE 4 LOVINGTON NM 88260 |
| Property Address: | |

| Subdivision Information | |
|-------------------------|-----------|
| Name: | OWENS ADD |
| Unit: | 2 |
| Block | E |
| Lot: | 14 |

| Legal Information | |
|---------------------------------|--|
| 10/30/09-OWEN, MARK SR EST ETAL | |



Lea County, New Mexico Disclaimer

Information deemed reliable but not guaranteed. Copyright ©2012.
MAP TO BE USED FOR TAX PURPOSES ONLY. NOT TO BE USED FOR CONVEYANCE.

EXHIBIT A



Lea County GIS INTERNET REPORT



Page 2 of 3

| Other Information | | | |
|--------------------------|------------|-------------------|--------|
| Taxable Value: | \$641.00 | Deed Book: | 2132 |
| Exempt Value: | \$641.00 | Deed Page: | 47 |
| Net Value | \$0.00 | District: | 081 |
| Livestock Value: | \$0.00 | Section: | |
| Manufactured Home Value: | \$0.00 | Township: | |
| Personal Property: | \$0.00 | Range: | |
| Land Value: | \$1,923.00 | Date Filed: | |
| Improvement Value: | \$0.00 | Most Current Tax: | \$0.00 |
| Full Value: | \$1,923.00 | Year Recorded: | |

Square Foot and Year Built listed only to be used for comparative purposes, NOT to be used for commerce.

Lea County, New Mexico Disclaimer

Information deemed reliable but not guaranteed. Copyright ©2012.
MAP TO BE USED FOR TAX PURPOSES ONLY. NOT TO BE USED FOR CONVEYANCE.

CITY OF EUNICE



Billy Hobbs – Mayor
Jordan Yutzy – City Manager

Candy Brito – City Clerk
Connie L. Whitmire – Finance Director

October 29, 2020

Lea County Board of Commissioners.
Mike Gallagher, County Manager
100 North Main Avenue, Suite 4
Lovington, New Mexico 88260

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The City of Eunice is requesting the following from Lea County in order to make the convenience/recycling center a reality in our community.

- Transfer of ownership of the parcel of land located near the intersection of Fourth Street and Avenue G to the City of Eunice.
- Funds in the amount of \$10,000 to help cover the cost of the fence and gate required to secure the facility.
- Funds in the amount of \$15,000 to construct a retaining wall to help with the washout that is taking place on the southeast corner of the property.

The City of Eunice will pay for the construction of the pad, driveways, electrical, containers and cover any additional cost for the fence and retaining wall not covered by the amount given by Lea County.

The plan is to start construction in the next six months with a completion date of six months after that depending on weather. In order to save money, the City is planning on performing the construction work the same time as the new Animal Holding facility which will be next to the center.

Thank you,

A handwritten signature in blue ink, appearing to read "Jordan Yutzy", is written over a horizontal line.

Jordan Yutzy
City Manager
City of Eunice

NOVEMBER 27, 2020

STREET 1 AVENUE G

RECYCLING CENTER

TEXAS STREET

FOURTH STREET

ALLEY

AS

CITY OF EUNICE
ANIMAL
HOLDING
FACILITY

PROPOSED
RECYCLING
CENTER

Glass

Plastic

Cardboard

TIRES

ALUMINUM

METAL

WASHOUT
AREA



AVENUE G



Lea County

GIS INTERNET REPORT

Page 1 of 3



Assessment Information

OWNER NUMBER: 212645

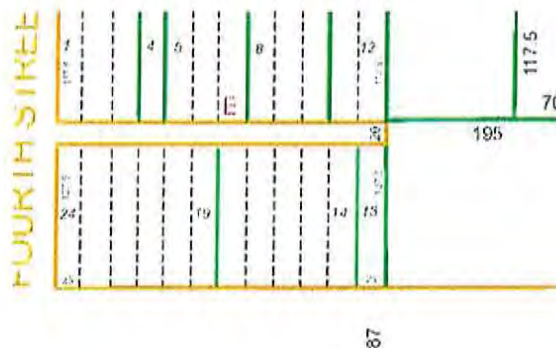
UPC CODE: 4000512030001

PARCEL NUMBER: 4000512030001

| Owner Information | |
|-------------------|--|
| Owner: | LEA COUNTY BOARD OF COMMISSIONERS |
| Mailing Address: | 100 N MAIN SUITE 4 LOVINGTON NM 88260 |
| Property Address: | |

| Subdivision Information | |
|-------------------------|-----------|
| Name: | OWENS ADD |
| Unit: | 2 |
| Block | E |
| Lot: | 14 |

| Legal Information | |
|---------------------------------|--|
| 10/30/09-OWEN, MARK SR EST ETAL | |



Lea County, New Mexico Disclaimer

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MAP TO BE USED FOR TAX PURPOSES ONLY. NOT TO BE USED FOR CONVEYANCE.



Lea County

GIS INTERNET REPORT



Page 2 of 3

| Other Information | | | |
|--------------------------|------------|-------------------|--------|
| Taxable Value: | \$641.00 | Deed Book: | 2132 |
| Exempt Value: | \$641.00 | Deed Page: | 47 |
| Net Value | \$0.00 | District: | 081 |
| Livestock Value: | \$0.00 | Section: | |
| Manufactured Home Value: | \$0.00 | Township: | |
| Personal Property: | \$0.00 | Range: | |
| Land Value: | \$1,923.00 | Date Filed: | |
| Improvement Value: | \$0.00 | Most Current Tax: | \$0.00 |
| Full Value: | \$1,923.00 | Year Recorded: | |

Square Foot and Year Built listed only to be used for comparative purposes, NOT to be used for commerce.

Lea County, New Mexico Disclaimer

Information deemed reliable but not guaranteed. Copyright ©2012.
MAP TO BE USED FOR TAX PURPOSES ONLY. NOT TO BE USED FOR CONVEYANCE.

Consideration of Lea County Resolution No. 20-NOV-236R Authorizing Lea County's Fiscal Year 2020 – 2021 Budget Submittal to the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award Program

Submission of Lea County's
FY 2020 – 2021 Final Budget
to the GFOA for Consideration
of a Distinguished Budget
Presentation Award

Entry Due by November 9, 2020

Lea County New Mexico *Final Budget* *Fiscal Year 2020 - 2021*



Adopted: July 23, 2020

Photo Courtesy of David L. Minton

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-236R
A RESOLUTION AUTHORIZING LEA COUNTY'S FISCAL YEAR 2020 – 2021 BUDGET
SUBMITTAL TO THE GOVERNMENT FINANCE OFFICERS ASSOCIATION'S (GFOA)
DISTINGUISHED BUDGET PRESENTATION AWARD PROGRAM

WHEREAS, Lea County recognizes that preparation of budget documents of highest quality is to the success and financial stability of the County, and

WHEREAS, the Government Finance Officers Association (GFOA) offers a Distinguished Budget Award based on best practices of budgeting and recognizes individual governments that prepare such budget, and

WHEREAS, the Board of County Commissioners of Lea County has caused a budget for fiscal year 2020 - 2021 to be prepared based upon the criteria set forth by the Government Finance Officers Association's Distinguished Budget Presentation Award Program,

BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the 2020 - 2021 Lea County Annual Budget be submitted for review and consideration for the Government Finance Officers Association's Distinguished Budget Presentation Award.

APPROVED on this 5th day of November, 2020, by the Board of County Commissioners of Lea County in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

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

Member

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

Member



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

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | | |
|--|---|--|
| DATE SUBMITTED mm-dd-yyyy: 10/28/2020 | SUBMITTED BY Name, Title, Dept: Chip Low - Finance Director | |
| SUBJECT: FY 21 GFOA Budget Award Submission | ATTACHMENT(S): 1. FY 21 GFOA Budget Book | |
| NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution | ACTION REQUESTED: Action Item | |
| BUDGET LINE ITEM NUMBER: N/A | FISCAL BUDGET YEAR: FY 20/21 | |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 3.1 - Accountability - Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner. | | |
| SUMMARY: Lea County has prepared the FY 21 GFOA Budget Book for submission to the GFOA for consideration of the Distinguished Budget Award. | | |
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many; Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: <input type="checkbox"/> | See Additional Summary Attached <input type="checkbox"/> | |
| SUBMITTER'S RECOMMENDATION(S): Recommend approval | Submitter's Signature Department Director, Etc. Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2020.10.28 13:55:27 -05'00'</small> | |
| FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be a submission fee of \$575.00 from the Finance Department Fund. Funds are budgeted and available in 401-752016. | Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2020.10.28 14:01:36 -05'00'</small> | |
| LEGAL REVIEW: (Note: Travel does not need legal review) | Reviewed by County Attorney | |
| COUNTY MANAGER REVIEW: | Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2020.11.03 13:22:03 -07'00'</small> | |
| Item No. <u>0203</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | | |
| Approved: _____ Resolution No. <u>20-NOV-236R</u> Continued To: _____ | Denied: _____ Policy No. _____ Referred To: _____ | Other: _____ Ordinance No. _____ Comments: _____ |

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-236R

**A RESOLUTION AUTHORIZING LEA COUNTY'S FISCAL YEAR 2020 – 2021 BUDGET
SUBMITTAL TO THE GOVERNMENT FINANCE OFFICERS ASSOCIATION'S (GFOA)
DISTINGUISHED BUDGET PRESENTATION AWARD PROGRAM**

WHEREAS, Lea County recognizes that preparation of budget documents of highest quality contributes to the success and financial stability of the County; *and*

WHEREAS, the Government Finance Officers Association (GFOA) offers a Distinguished Budget Presentation Award based on best practices of budgeting and recognizes individual governments that succeed in the preparation of such budget; *and*

WHEREAS, the Board of County Commissioners of Lea County has caused a budget for fiscal year 2020 - 2021 to be prepared based upon the criteria set forth by the Government Finance Officers Association Distinguished Budget Award Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the fiscal year 2020 - 2021 Lea County Annual Budget be submitted for review and participation in the Government Finance Officers Association's Distinguished Budget Presentation Award Program.

PASSED and APPROVED on this 5th day of November, 2020, by the Board of County Commissioners of Lea County in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

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

By: _____
Hollye Shearer, Deputy Clerk

John W. Caldwell, County Attorney

Consideration of Lea County Resolution No. 20-NOV-237R Authorizing Out of State Travel December 6 - 7, 2020 to Dallas/Fort Worth, Texas to Attend Annual Aircraft Rescue & Fire Fighting (ARFF) Training for the Lea County Regional Airport ARFF Fire Department

Request approval for out of state travel to Dallas/Fort Worth for ARFF Annual Fire Burns Recertification. This is a requirement for Part 139 Certification for Lea County Regional Airport.

Training is mandated by FAA to maintain current credentials.

This will not interfere with the daily operations of the ARFF Fire Station, Emergency Management and coverage during the flights will be covered at all times.

Firefighters listed:

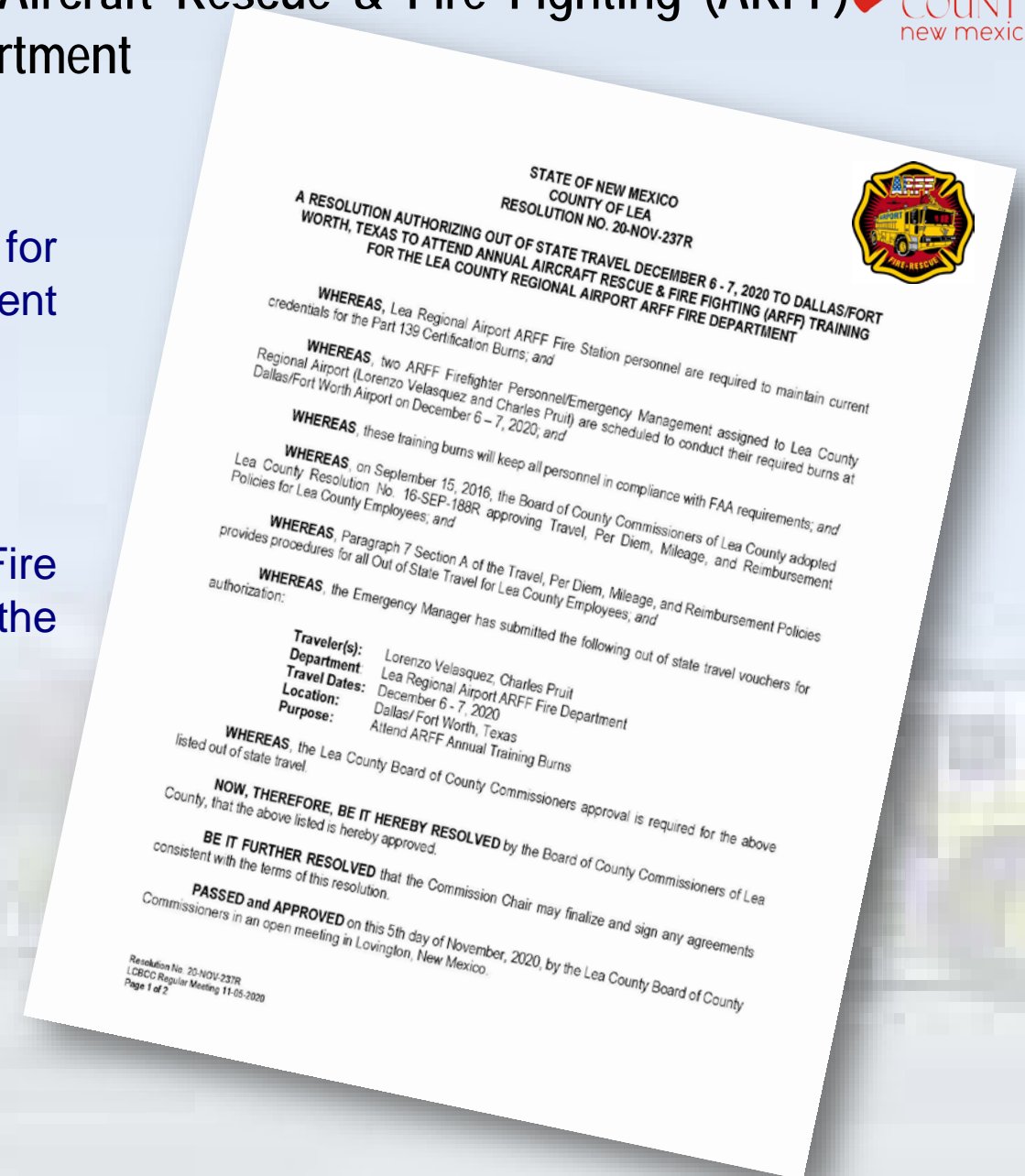
FF Lorenzo Velasquez

Dates 12/7/2020

FF Charles Pruitt

Dates 12/7/2020

Funding is budgeted for this training. (\$1,400.00 cost)





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

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | |
|--|---|
| DATE SUBMITTED mm-dd-yyyy: 10/27/2020 | SUBMITTED BY Name, Title, Dept: Lorenzo Velasquez Director Emergency Management |
| SUBJECT: Out of State Travel | ATTACHMENT(S): five |
| NO. OF ORIGINALS FOR SIGNATURE: 1 - Resolution; 2 - Travel Vouchers | ACTION REQUESTED: Action Item |
| BUDGET LINE ITEM NUMBER: 409-16-2010 409-16-2016 | FISCAL BUDGET YEAR: 2020-2021 |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan: 3.5 Safety | |
| SUMMARY: Request approval for out of state travel to Dallas Fort Worth for ARFF annual fire burns certification. This is a requirement for Part 139 Certification for Lea Regional Airport. Training is mandated by FAA to maintain current credentials. This will not interfere with the daily operations of the ARFF Fire station and Emergency Management coverage during the flights will be covered at all times. There is funding in budget to cover out of state travel and cost. | |
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: | See Additional Summary Attached <input type="checkbox"/> |
| SUBMITTER'S RECOMMENDATION(S): Request for tavel to Dallas Fort worth to complete our Required ARFF annual Burns certification | Submitter's Signature Department Director, Etc. Lorenzo Velasquez <small>Digitally signed by Lorenzo Velasquez Date: 2020.10.27 13:21:44 -06'00'</small> |
| FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Airport Fire Fund of \$1,400. Funds are budgeted and available in 409-162010 and 409-162016. | Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2020.10.28 12:51:28 -06'00'</small> |
| LEGAL REVIEW: (Note: Travel does not need legal review) | Reviewed by County Attorney |
| COUNTY MANAGER REVIEW: | Approved by County Manager to be Placed on Agenda <small>Digitally signed by Michael P. Gallagher II Date: 2020.11.03 15:43:33 -07'00'</small> |
| Item No. <u>0204</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | |
| Approved: _____ Denied: _____ Other: _____ Resolution No. <u>20-NOV-237R</u> Policy No. _____ Ordinance No. _____ Continued To: _____ Referred To: _____ Comments: _____ | |

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-237R

A RESOLUTION AUTHORIZING OUT OF STATE TRAVEL DECEMBER 6 - 7, 2020 TO DALLAS/FORT WORTH, TEXAS TO ATTEND ANNUAL AIRCRAFT RESCUE & FIRE FIGHTING (ARFF) TRAINING FOR THE LEA COUNTY REGIONAL AIRPORT ARFF FIRE DEPARTMENT

WHEREAS, Lea Regional Airport ARFF Fire Station personnel are required to maintain current credentials for the Part 139 Certification Burns; *and*

WHEREAS, two ARFF Firefighter Personnel/Emergency Management assigned to Lea County Regional Airport (Lorenzo Velasquez and Charles Pruitt) are scheduled to conduct their required burns at Dallas/Fort Worth Airport on December 6 – 7, 2020; *and*

WHEREAS, these training burns will keep all personnel in compliance with FAA requirements; *and*

WHEREAS, on September 15, 2016, the Board of County Commissioners of Lea County adopted Lea County Resolution No. 16-SEP-188R approving Travel, Per Diem, Mileage, and Reimbursement Policies for Lea County Employees; *and*

WHEREAS, Paragraph 7 Section A of the Travel, Per Diem, Mileage, and Reimbursement Policies provides procedures for all Out of State Travel for Lea County Employees; *and*

WHEREAS, the Emergency Manager has submitted the following out of state travel vouchers for authorization:

Traveler(s): Lorenzo Velasquez, Charles Pruitt
Department: Lea Regional Airport ARFF Fire Department
Travel Dates: December 6 - 7, 2020
Location: Dallas/ Fort Worth, Texas
Purpose: Attend ARFF Annual Training Burns

WHEREAS, the Lea County Board of County Commissioners approval is required for the above listed out of state travel.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the above listed is hereby approved.

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

PASSED and APPROVED on this 5th day of November, 2020, 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
Voted: Yes No Abstain

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

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

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

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

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

By: _____
Hollye Shearer, Deputy Clerk

John W. Caldwell, County Attorney



LEA COUNTY, NEW MEXICO

TRAVEL ORDER & EXPENSE REQUEST

Date 10/27/2020 Department Emergency Manager Employee Charles Pruitt
(one form per employee)

Purpose of Travel ☐ Conference
☐ Official Business
☐ Professional Meeting
☒ Training (attach training form)

Destination DFW Airport
☐ In-State ☐ Actual Expenses
☒ Out-of-State ☐ Per-Diem Expenses

This travel is ☒ Mandatory
☐ Not Mandatory

Departure Date/Time 12/06/20
Return Date/Time 12/07/20

Budget Line Item # 401-77-2016/ 401-77-2010

Specific Purpose Annual ARFF Certification Burns at DFW Airport. Mandatory training for Part 139 Certification

Transportation ☒ County Vehicle ☐ Air ☐ Private Vehicle

This trip is necessary and beneficial to Lea County. Travel is requested by Lorenzo Velasquez
Department Head

Estimated Expenses

Transportation \$ _____
Lodging \$ 105.00
Parking \$ _____
Mileage \$ _____
Meals \$ _____
Registration \$ 700.00
Other \$ _____
Per-Diem \$ _____
TOTAL \$ 805

Actual Expenses Requested ☐

Actual expenses requested for lodging and requested, for reimbursement of actual meals expenses (Meal maximum of \$30.00 for In-State or \$45.00 for Out-of-State within a 24 hour period. Lodging over \$125 must be approved by the County Manager prior to and after return from travel.)

Justification This trip is needed to maintain Part 139 ARFF credentials to maintain operations with United Airlines
This is annual mandated training.

Advance Requested \$ _____ (maximum of 80% total estimate)

| | | | |
|-------------------------------|---|-----------------------------|---------------|
| Travel: | <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved | _____ Lea County Manager | _____ Date |
| Actual Expense Reimbursement: | <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved | _____ Lea County Manager | _____ Date |
| Advance is: | <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved | _____ Lea County Manager | _____ Date |

Out-of-State Travel is: ☐ Approved ☐ Not Approved

11/05/20
Chair, LC Board of County Commissioners Date



LEA COUNTY, NEW MEXICO TRAVEL ORDER & EXPENSE REQUEST

Date 10/27/2020 Department Emergency Manager Employee Lorenzo Velasquez
(one form per employee)

Purpose of Travel

- ☐ Conference
☐ Official Business
☐ Professional Meeting
☒ Training (attach training form)

Destination DFW Airport

- ☐ In-State ☐ Actual Expenses
☒ Out-of-State ☐ Per-Diem Expenses

This travel is

- ☒ Mandatory
☐ Not Mandatory

Departure Date/Time 12/06/20

Return Date/Time 12/07/20

Budget Line Item # 401-77-2016/ 401-77-2010

Specific Purpose Annual ARFF Certification Burns at DFW Airport. Mandatory training for Part 139 Certification

Transportation

- ☒ County Vehicle ☐ Air ☐ Private Vehicle

This trip is necessary and beneficial to Lea County. Travel is requested by Lorenzo Velasquez

Department Head

Estimated Expenses

| | | |
|----------------|----|--------|
| Transportation | \$ | |
| Lodging | \$ | 105.00 |
| Parking | \$ | |
| Mileage | \$ | |
| Meals | \$ | |
| Registration | \$ | 700.00 |
| Other | \$ | |
| Per-Diem | \$ | |
| TOTAL | \$ | 805 |

Actual Expenses Requested ☐

Actual expenses requested for lodging and requested, for reimbursement of actual meals expenses (Meal maximum of \$30.00 for In-State or \$45.00 for Out-of-State within a 24 hour period. Lodging over \$125 must be approved by the County Manager prior to and after return from travel.)

Justification This trip is needed to maintain Part 139 ARFF credentials to maintain operations with United Airlines
This is annual mandated training.

Advance Requested \$ _____ (maximum of 80% total estimate)

Travel:

☐ Approved ☐ Not Approved

Lea County Manager

Date

Actual Expense Reimbursement:

☐ Approved ☐ Not Approved

Lea County Manager

Date

Advance is:

☐ Approved ☐ Not Approved

Lea County Manager

Date

Out-of-State Travel is: ☐ Approved ☐ Not Approved

11/05/20

Chair, LC Board of County Commissioners

Date

If permitted by the Board's payment procedures, training fees and charges may be paid prior to commencement of training. Payment for each Invoice is due no later than the completion of Training Services and shall be considered past due and subject to a late payment fee if not paid within twenty (20) days thereafter. Fees will not be charged for cancellation notices received up to forty-eight (48) hours prior to the start of training. The full fee may be charged for drop-outs other than for medical reasons or extreme personal emergencies of Participants. Substitutions will be permitted for registrants who are unable to attend their scheduled session(s).

Consideration of Lea County Resolution No. 20-NOV-238R Approving the Publication of Notice of Hearing to Adopt Amendments to Lea County Personnel Ordinance, Number 89

LEA COUNTY, NEW MEXICO

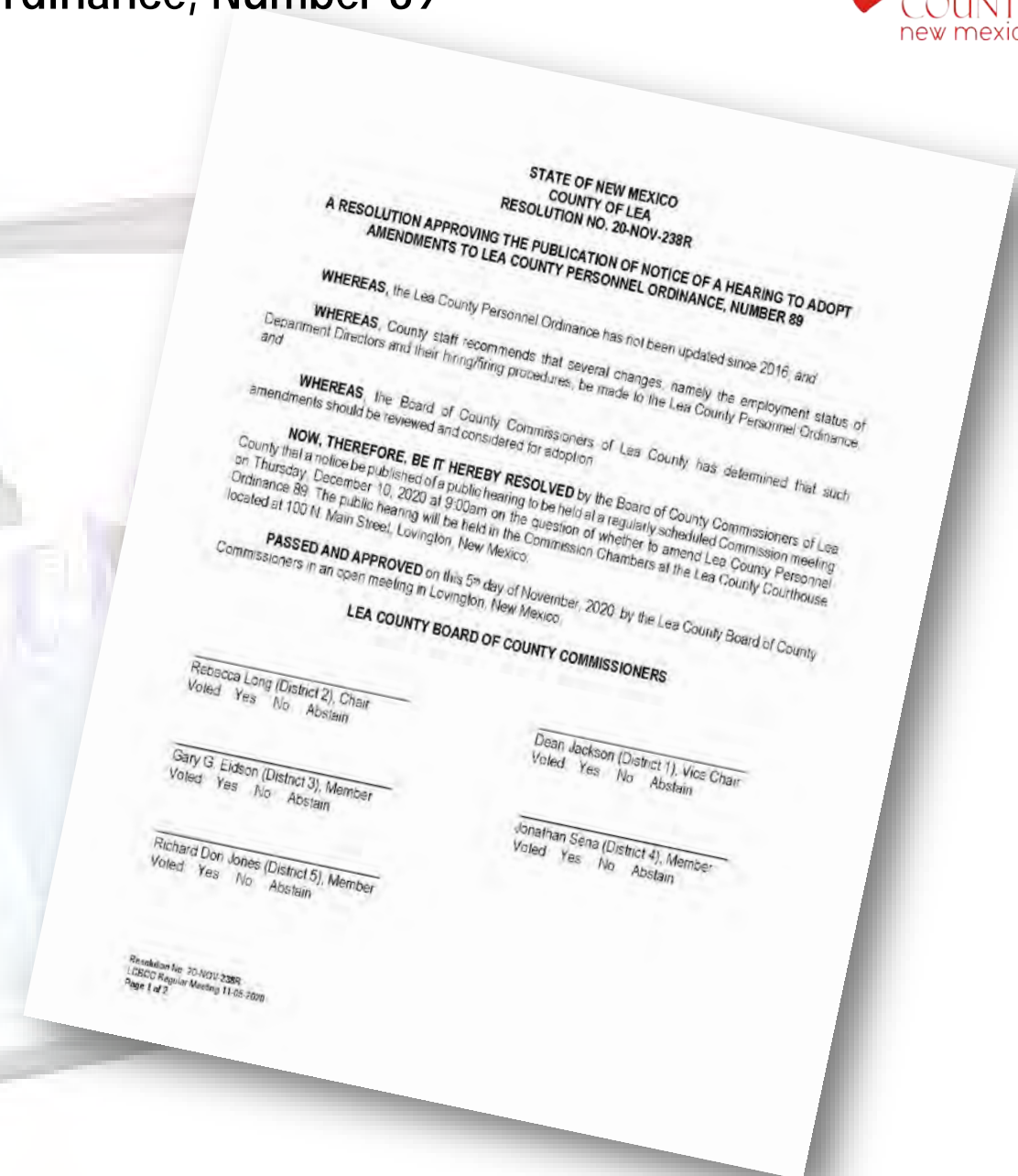
NOTICE OF PUBLIC HEARING AND CONSIDERATION OF AMENDMENTS OF THE LEA COUNTY PERSONNEL ORDINANCE, NUMBER 89

The Board of Commissioners of Lea County, New Mexico (the "County") will consider amending the Lea County Personnel Ordinance, Number 89 on December 10, 2020, at 9:00 a.m. or as soon thereafter as the matter may be heard, at the Commission Chambers, Lea County Courthouse, 100 N. Main, Lovington, NM 88260. The title and subject matter of the proposed Ordinance are as follows:

AMENDED LEA COUNTY PERSONNEL ORDINANCE, NUMBER 89. The amendments will affect the employment status, hiring, and retention of Department Directors.

Copies of the Amended Ordinance are on file in the office of the County Clerk and will be available for inspection during normal business hours. The County Clerk's office is located at the Lea County Courthouse, 100 N. Main, Lovington, NM 88260.

This notice is given pursuant to Section 4-37-7 NMSA 1978.





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

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | |
|---|---|
| DATE SUBMITTED mm-dd-yyyy: 10/28/2020 | SUBMITTED BY Name, Title, Dept: Craig Bova, HR Director, Human Resources |
| SUBJECT: Resolution approving Publication of Notice to amend Lea County Personnel Ordinance 89 | ATTACHMENT(S): Resolution, Draft Ordinance, and Notice of Hearing |
| NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution | ACTION REQUESTED: Action Item |
| BUDGET LINE ITEM NUMBER: | FISCAL BUDGET YEAR: FY 20-21 |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Continuous communication with the public is both beneficial and necessary | |
| SUMMARY: Staff recommend approval of publication of notice of a hearing on amending Lea County Personnel Ordinance 89. | |
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: | See Additional Summary Attached <input type="checkbox"/> |
| SUBMITTER'S RECOMMENDATION(S): Recommend publication of notice | Submitter's Signature Department Director, Etc. Craig Bova <small>Digitally signed by Craig Bova Date: 2020.10.28 14:38:00 -06'00'</small> |
| FINANCE REVIEW Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item. | Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2020.10.28 14:45:29 -06'00'</small> |
| LEGAL REVIEW: (Note: Travel does not need legal review) | Reviewed by County Attorney |
| COUNTY MANAGER REVIEW: | Approved by County Manager to be Placed on Agenda <i>Michael P. Gallagher II</i> <small>Digitally signed by Michael P. Gallagher II Date: 2020.11.04 10:47:48 -07'00'</small> |
| Item No. <u>0205</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | |
| Approved: _____ Denied: _____ Other: _____ Resolution No. <u>20-NOV-238R</u> Policy No. _____ Ordinance No. _____ Continued To: _____ Referred To: _____ Comments: _____ | |

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-238R

**A RESOLUTION APPROVING THE PUBLICATION OF NOTICE OF A HEARING TO ADOPT
AMENDMENTS TO LEA COUNTY PERSONNEL ORDINANCE, NUMBER 89**

WHEREAS, the Lea County Personnel Ordinance has not been updated since 2016; *and*

WHEREAS, County staff recommends that several changes, namely the employment status of Department Directors and their hiring/firing procedures, be made to the Lea County Personnel Ordinance; *and*

WHEREAS, the Board of County Commissioners of Lea County has determined that such amendments should be reviewed and considered for adoption.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that a notice be published of a public hearing to be held at a regularly scheduled Commission meeting on Thursday, December 10, 2020 at 9:00am on the question of whether to amend Lea County Personnel Ordinance 89. The public hearing will be held in the Commission Chambers at the Lea County Courthouse located at 100 N. Main Street, Lovington, New Mexico.

PASSED AND APPROVED on this 5th day of November, 2020, 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
Voted: Yes No Abstain

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

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

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

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
Lea County Clerk

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

By: _____
Hollye Shearer, Deputy Clerk

John W. Caldwell, County Attorney

LEA COUNTY, NEW MEXICO

**NOTICE OF PUBLIC HEARING AND
CONSIDERATION OF AMENDMENTS OF THE LEA COUNTY PERSONNEL ORDINANCE, NUMBER 89**

The Board of Commissioners of Lea County, New Mexico (the "County") will consider amending the Lea County Personnel Ordinance, Number 89 on December 10, 2020, at 9:00 a.m. or as soon thereafter as the matter may be heard, at the Commission Chambers, Lea County Courthouse, 100 N. Main, Lovington, NM 88260. The title and subject matter of the proposed Ordinance are as follows:

AMENDED LEA COUNTY PERSONNEL ORDINANCE, NUMBER 89. The amendments will affect the employment status, hiring, and retention of Department Directors.

Copies of the Amended Ordinance are on file in the office of the County Clerk and will be available for inspection during normal business hours. The County Clerk's office is located at the Lea County Courthouse, 100 N. Main, Lovington, NM 88260.

This notice is given pursuant to Section 4-37-7 NMSA 1978.

STATE OF NEW MEXICO
COUNTY OF LEA
ORDINANCE NO. 89AN ORDINANCE REPEALING ORDINANCE NUMBER 49 AND ESTABLISHING A MERIT SYSTEM
FOR HIRING, PROMOTION, DISCHARGE, AND GENERAL REGULATION OF COUNTY EMPLOYEES,
VOLUNTEERS, AND COUNTY AGENTS

WHEREAS, the Board of County Commissioners of Lea County, pursuant to Sections 3-13-4 and 4-37-1 NMSA 1978, has the authority to establish a merit system for all employees of Lea County; and

WHEREAS, the Board of County Commissioners of Lea County previously adopted Ordinance Number 49, establishing Lea County personnel policies, on February 8, 2002; and

WHEREAS, the Board of County Commissioners of Lea County has determined that the personnel policies need to be updated.

NOW THEREFORE, the Board of County Commissioners does hereby repeal Ordinance Number 49 and adopt the following Ordinance.

1. **Short Title.** This Ordinance shall be cited as the "Lea County Personnel Ordinance."
2. **Purpose.** The purpose of this Ordinance is to establish a merit system for hiring, promotion, discharge and general regulation of County employees, volunteers, and other County agents.
3. **Binding Effect.** It is the express intent of the Board of County Commissioners that the provisions outlined herein and in the Human Resource Policies to be adopted pursuant to the authority granted herein will be binding on the operations of the Human Resources Department and other County departments relating to hiring, promotion, discharge, and general human resources management.
4. **Equal opportunity employer; discrimination and harassment prohibited.**
 - A. The County is an equal opportunity employer. Discrimination by any employee is expressly prohibited. If such discriminatory acts occur, the person committing those acts is subject to appropriate discipline, including dismissal, from County employment.
 - B. It is declared unlawful:

(1) For any employee to give preference to, or to discriminate against, any person, because of political affiliation, race, religion, age, national origin, color, sex, disability, or any other legally protected status, unless based upon a bona fide occupational qualification.

(2) For any employee or applicant to be appointed, promoted, removed, or in any way favored or discriminated against because of race, sex, color, national origin, disability, age, political or religious affiliations, or any other legally protected status.

(3) For any employee to harass any employee, especially when such conduct has the effect of interfering with an individual's work performance or has the effect of creating a hostile or offensive work environment. No employee shall make such conduct a condition of employment or use refusal to participate in such conduct a basis for employment decisions.

5. **Administration of human resources system.**

A. The County Manager, with the assistance of the Human Resources Director, will administer the Lea County Personnel System set forth in this Ordinance, consistent with the Human Resources Policies and Procedures to be adopted in accordance herewith, and in accordance with all future approved directives and administrative instructions.

B. The County Manager, with the assistance of the Human Resources Director, will ensure that employment decisions, including but not limited to, recruitment, selection, promotion, reassignment, corrective action, compensation and other conditions or privileges of employment, are based on the individual's ability to perform the essential functions of the job.

C. The County Manager, with the assistance of the Human Resources Director, will continue to establish programs to develop, implement, and maintain procedures for the conditions of employment, evaluation of work performance, employee conduct, leave usage, and other aspects of human resources management for County employees, in compliance with applicable laws and policies.

D. The County Manager, with the assistance of the Human Resources Director, will continue to establish programs to develop, implement, and maintain the County's compensation plan, including a salary schedule reflecting the pay ranges for each job classification and other pay policies.

6. Classification of employees

A. All paid positions in the County service are divided into classified and unclassified categories, except those held by elected officials, volunteers, including members of boards, commissions, committees, etc., appointed by County Commissioners or County staff, which are not included in either category.

B. Classified positions.

(1) A classified position is a regular, approved position. Employees in classified positions are covered by the Human Resources Policies and Procedures and can be separated from the County only through the processes outlined in the Human Resources Policies and Procedures after the employee has completed their initial probationary period.

(2) The classified service is comprised of all County employees, except those who are specifically placed in the unclassified category by the terms of this Ordinance.

C. Unclassified positions.

(1) Unclassified positions are comprised of the following:

- (a) The County Manager.
- (b) Chief deputies of elected officials.
- (c) The Undersheriff and Executive Secretary to the Sheriff.
- (d) The Chief Appraiser and Bureau of Elections Administrator.
- (e) Department directors hired by the County Manager.
- (f) Probationary and temporary employees.

(2) Employees in unclassified positions are in an "at-will" status and serve at the pleasure of the County. These employees are not covered by the employment, discipline, and grievance provisions of the Human Resources Policies. Such employees are, however, governed by the other provisions of the Human Resources Policies.

7. Human Resources Policies

A. The County Manager, with the approval of the Board of County Commissioners by resolution, shall establish, maintain, and publish Human Resources Policies and Procedures to facilitate the implementation and maintenance of, and compliance with, the policies expressed within this Ordinance. These Human Resources Policies and Procedures will be reviewed periodically and may be modified by resolution of the Board of County Commissioners. Neither this Ordinance nor the policies resulting from this Ordinance shall constitute a contract of employment.

B. The Human Resources Policies and Procedures will include, but are not limited to, classification of all County positions based on duties, authority and responsibilities; reclassification assignment, transfer, and layoff; disciplinary procedures; hours of work and attendance; and benefits.

8. County Manager authority.

A. The County Manager is the Chief Executive Officer of County government and is authorized to run County operations pursuant to policy established by the Board of County Commissioners.

B. The County Manager is charged with:

(1) The exclusive authority, except for those persons identified in paragraphs 6. C. (1) (b), (c), (d) and as indicated in paragraph 8. B. (2), to employ and discharge all County employees pursuant to this Ordinance and the Human Resources Policies and Procedures adopted by the Board of County Commissioners pursuant to this Ordinance.

(2) The hiring of and contracting with the Directors and County Attorney to run the County's departments subject to approval by the Board of County Commissioners.

(3) Recommending the organizational structure and salary plan for the work force.

(4) Appointing a designee or designees to act on the County Manager's behalf in carrying out these responsibilities.

(5) Formulating and implementing personnel rules to carry out the intent of this Ordinance, as long as such rules do not conflict with this Ordinance or the Human Resources Policies and Procedures adopted pursuant to this Ordinance.

(6) Exercising discretion to transfer or reassign any employee within the organization to permit the best use of skills, experience, and education for the benefit of the organization.

9. **Violations.**

Any employee who violates or attempts to violate this Ordinance or the Human Resources Policies and Procedures shall be subject to disciplinary action, up to and including dismissal.

10. **Conflict of interest.**

No employee shall engage in any business or transaction or accept private employment or other public employment that is functionally or physically incompatible with the proper discharge of the employee's County job responsibilities. All employees, volunteers, and other County agents shall comply with applicable state law governing conflicts and disclosures.

11. **Preservation of confidentiality.**

Lea County employees, elected officials, volunteers, and other County agents may have access to confidential information in the course of their duties. This information may include personnel matters, internal investigations, restricted computerized data, attorney work papers or other legally privileged information, and/or contract or financial information. Unauthorized disclosure of confidential information could be very detrimental to the individuals involved and/or Lea County. Unless required by County work, at no time should an employee, elected official, volunteer, or other County agent disclose confidential information or remove it from the County's premises. The negligent or intentional disclosure of confidential information is grounds for discipline, up to and including dismissal.

12. **Headings.**

The paragraph headings of this Ordinance are inserted only for reference and in no way define, limit, or describe the scope or intent of the section.

PASSED, APPROVED and ADOPTED by the governing body at its meeting on the 12th Day of May, 2016.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Ron R. Black

Ron R. Black, Chair

Voted: Yes No Abstain

James H. Britton

James H. Britton, Member

Voted: Yes No Abstain

Gregory H. Fulfer

Gregory H. Fulfer, Member

Voted: Yes No Abstain

Dale Dunlap

Dale Dunlap, Vice Chair

Voted: Yes No Abstain

Rebecca Long

Rebecca Long, Member

Voted: Yes No Abstain

ATTEST: Pat Chappelle
Lea County Clerk

By: Kelli Williams
Kelli Williams, Deputy

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

John W. Caldwell
John W. Caldwell, County Attorney

STATE OF NEW MEXICO
COUNTY OF LEA
FILED
At 12:24 o'clock P.M.

MAY 12 2016

Recorded in Book _____ Page _____

Pat Chappelle, Lea County Clerk

By: Bonnie W. [Signature] Deputy

Consideration of Lea County Resolution No. 20-NOV-239R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Right of Way – an Alley in Block 19 in the Payton Addition, Section 29, Township 19, Range 37 East in Monument



Consideration of Lea County Resolution No. 20-NOV-239R Appointing a Freeholders Committee to Evaluate the Vacation of Dedicated Right of Way – an Alley in Block 19 in the Payton Addition, Section 29, Township 19, Range 37 East in Monument





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

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | | |
|---|---|--|
| DATE SUBMITTED mm-dd-yyyy: 10/20/2020 | SUBMITTED BY Name, Title, Dept: Bruce Reid County Planner Planning Department | |
| SUBJECT: Appointment of a Freeholder's Committee to assess the vacation of an alley in Block 19 of Payton Addition-Monument. | ATTACHMENT(S): Resolution | |
| NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution | ACTION REQUESTED: Action Item | |
| BUDGET LINE ITEM NUMBER: NA | FISCAL BUDGET YEAR: NA | |
| STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Economic Growth & Vitality-Goal Statement: Lea County is a community that has economic growth and diversification. 3. A variety of different housing options available. Infrastructure & Facilities-Goal Statement: The County shall provide a safe, reliable, and efficient transportation network, and county facilities shall be maintained and shall meet the changing needs of the public. | | |
| SUMMARY: Mr. Valverde owns all the lots in Block 19 and would like to vacate the alley so his property can be whole. The alley is undeveloped without utility infrastructure. | | |
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: | See Additional Summary Attached <input type="checkbox"/> | |
| SUBMITTER'S RECOMMENDATION(S): Approve appointment of Freeholder's Committee. | Submitter's Signature Department Director, Etc. Digitally signed by Bruce Reid Date: 2020.10.20 15:11:38 -06'00' Bruce Reid | |
| FINANCE REVIEW Fiscal Impact/Cost: | Reviewed by Finance Director | |
| 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 Date: 2020.11.04 12:34:38 -07'00' <i>Michael Gallagher</i> | |
| Item No. <u>0206</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | | |
| Approved: _____ Resolution No. <u>20-NOV-239R</u> Continued To: _____ | Denied: _____ Policy No. _____ Referred To: _____ | Other: _____ Ordinance No. _____ Comments: _____ |

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 20-NOV-239R

**A RESOLUTION APPROVING APPOINTING A FREEHOLDERS COMMITTEE TO EVALUATE THE
VACATION OF DEDICATED ALLEY IN BLOCK 19 IN THE PAYTON ADDITION-MONUMENT**

WHEREAS, Lea County received a request to vacate a dedicated alley in block 19 in the Payton Addition-Monument in Section 29, Township 19, Range 37 East; *and*

WHEREAS, pursuant to NMSA 1978 § 67-5-4, the Lea County Board of County Commissioners must appoint a three person freeholds committee; *and*

WHEREAS, the three person freeholders' committee will evaluate and make a recommendation to the Lea County Board of County Commissioners at the next regular commission meeting setting forth their finding.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that three (3) freeholders be appointed to determine if the dedicated right of way should remain a dedicated right of way or be vacated and abandoned pursuant to NMSA 1978 § 67-5-4 is hereby approved.

BE IT FURTHER RESOLVED that the three person freeholders are:

1. Corey Needham, Assistant County Manager - Operations
2. Nick Marinovich, Road Superintendent
3. Lorenzo Velasquez, Director of Emergency Management

BE IT FURTHER RESOLVED BY LEA COUNTY that the three (3) freeholders will make their report to the Board of County Commissioners of Lea County at its next regular meeting.

PASSED AND APPROVED on this 5th day of November, 2020, 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
Voted: Yes No Abstain

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

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

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

Richard Don Jones (District 5), Member
Voted: Yes No Abstain

ATTEST: Keith Manes
 Lea County Clerk

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

By: _____
Hollye Shearer, Deputy Clerk

John W. Caldwell, County Attorney





LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, November 5, 2020

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Tuesday, October 20, 2020**

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

| | |
|---|--|
| DATE SUBMITTED mm-dd-yyyy: 10/29/2020 | SUBMITTED BY Name, Title, Dept: Sandrea Brito, Executive Coordinator, Executive Department |
| SUBJECT: Other Business | ATTACHMENT(S): None |
| NO. OF ORIGINALS FOR SIGNATURE: None | ACTION REQUESTED: Action Item |
| BUDGET LINE ITEM NUMBER: N/A | FISCAL BUDGET YEAR: N/A |

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Section 2.3: Continuous communication with the public is beneficial and necessary.
Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.

SUMMARY:
Any Other Business

| | |
|---|---|
| Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other: | See Additional Summary Attached <input type="checkbox"/> |
|---|---|

| | |
|---|---|
| SUBMITTER'S RECOMMENDATION(S): Any Other Business | Submitter's Signature Department Director, Etc. |
|---|---|

| | |
|---|-------------------------------------|
| FINANCE REVIEW Fiscal Impact/Cost: | Reviewed by Finance Director |
|---|-------------------------------------|

| | |
|--|------------------------------------|
| 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. Callagher II Date: 2020.10.29 10:57:27 -0600 |
|-------------------------------|---|

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|---|---|--|
| Item No. <u>0300</u> | | |
| RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN | | |
| Approved: _____ Resolution No. _____ Continued To: _____ | Denied: _____ Policy No. _____ Referred To: _____ | Other: <u>Any Other Business</u> Ordinance No. _____ Comments: _____ |

Adjourn

Please join us at our next meeting:

*Lea County Board of County Commissioners
Special Meeting*

on

Thursday, November 12 2020 at 9:00 A.M.